

COMPANIES ACT 2006

SPECIAL RESOLUTION

Company number: 3783095
Company name: World Book Day Ltd

At an Annual General Meeting of the members of the above named company, duly convened and held at Minster House, 272 Vauxhall Bridge Road, London SW1V 1BA on the 20th day of January 2010 it was resolved that clause 3.2 of the Articles of Association should be reworded so as to read as follows:

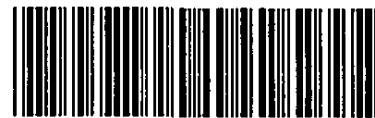
"The number of trustees when complete shall be no more than six individuals. The Booksellers Association and the Publishers Association shall be entitled to appoint up to two Trustees and the Chairman for the time being of the Executive Committee shall be a Trustee. An additional Trustee who is neither a representative of the Booksellers Association nor the Publishers Association may also be appointed by the current Trustees. Each of the Booksellers Association and the Publishers Association shall be entitled to terminate the appointment of and replace with an alternative any of its nominated Trustees. The board of Trustees shall be entitled to terminate the appointment of and replace with an alternative its nominated Trustee. Notice of appointment or termination shall be given in writing to the Charity Commissioners."

Signed _____

TE Godfrey

Director

MONDAY



A18

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20/09/2010

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COMPANIES HOUSE

Company No· 3783095

THE COMPANIES ACT 1985 AND 1989

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
WORLD BOOK DAY LIMITED

Incorporated on 7th June 1999

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COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

WORLD BOOK DAY LIMITED

1 NAME

The name of the Company is World Book Day Limited ("the Charity")

2 REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales

3 OBJECTS

The object of the Charity is to advance the education of the public particularly by assisting in the promotion of reading amongst children, and particularly by promoting World Book Day which shall comprise a series of events each year or any other such event the purpose of which is to promote reading ("the Objects")

4 POWERS

The Charity has the following powers which may be exercised only in promoting the Objects.

- 4 1 To promote or carry out research
- 4 2 To provide advice
- 4 3 To publish or distribute information
- 4 4 To co-operate with other bodies
- 4 5 To support, administer or set up other charities
- 4 6 To raise funds
- 4 7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4 8 To acquire or hire property of any kind
- 4 9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4 10 To make grants or loans of money and to give guarantees
- 4 11 To set aside funds for special purposes or as reserves against future expenditure

Clause 3 was adopted by special resolution dated the 3rd February 2000

- 4 12 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 4 13 To delegate the management of investments to a financial expert, but only on terms that
 - 4 13 1 the investment policy is set down in writing for the financial expert by the Trustees
 - 4 13 2 every transaction is reported promptly to the Trustees
 - 4 13 3 the performance of the investments is reviewed regularly with the Trustees
 - 4 13 4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 4.13 5 the investment policy and the delegation arrangement are reviewed at least once a year
 - 4 13 6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
 - 4 13 7 the financial expert must not do anything outside the powers of the Trustees
- 4 14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4 15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4 16 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4 17 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4 18 To enter into contracts to provide services to or on behalf of other bodies
- 4 19 To establish subsidiary companies to assist or act as agents for the Charity
- 4 20 To pay the costs of forming the Charity
- 4 21 To do anything else within the law which promotes or helps to promote the Objects

5 BENEFITS TO MEMBERS AND TRUSTEES

- 5 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but
 - 5 1 1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
 - 5 1 2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
 - 5 1 3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
 - 5 1 4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity
- 5 2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
 - 5 2.1 as mentioned in clauses 4 16, 5 1 2, 5 1.3, or 5 3
 - 5 2 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
 - 5 2 3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
 - 5 2 4 payment to any company in which a Trustee has no more than a 1 per cent shareholding
 - 5 2 5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5 3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
 - 5 3 1 the goods or services are actually required by the Charity
 - 5 3 2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4
 - 5 3 3 no more than one half of the Trustees are subject to such a contract in any financial year
- 5 4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must
 - 5 4 1 declare an interest at or before discussion begins on the matter

5 4 2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information

5 4 3 not be counted in the quorum for that part of the meeting

5 4 4 withdraw during the vote and have no vote on the matter

5 5 This clause may not be amended without the prior written consent of the Commission

6 LIMITED LIABILITY

The liability of members is limited

7 GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

8 DISSOLUTION

8 1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

8 1 1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects

8 1 2 directly for the Objects or charitable purposes within or similar to the Objects

8.1 3 in such other manner consistent with charitable status as the Commission approve in writing in advance

8 2 A final report and statement of account must be sent to the Commission

9 INTERPRETATION

9 1 Words and expressions defined in the Articles have the same meanings in this Memorandum

9 2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under this Memorandum of Association

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

David Pany

83 Clerkenwell Road

London EC1R 5AR

Company Registration Agent

Edward Mayo

83 Clerkenwell Road

London EC1R 5AR

Chartered Accountant

Date 26 May 1999

John Ryan

83 Clerkenwell Road

London

EC1R 5AR

Company Registration Agent

COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

WORLD BOOK DAY LIMITED

1 MEMBERSHIP

- 1 1 The number of members with which the company proposes to be registered is four of whom two shall be appointed by and represent the Booksellers Association and two shall be appointed by and represent the Publishers Association
- 1 2 The Charity must maintain a register of members
- 1 3 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who is nominated by either the Booksellers Association or the Publishers Association and signs the register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative
- 1 4 Nomination shall be by notice in writing to the Charity
- 1 5 Membership is terminated if
 - 1 5 1 the member concerned gives written notice of resignation to the Charity, or
 - 1 5 2 the member concerned dies or (in the case of an organisation) ceases to exist, or
 - 1 5 3 either the Booksellers Association or the Publishers Association gives notice in writing to the Charity of the termination of membership of any of their appointed members
- 1 6 Membership of the Charity is not transferable

2 GENERAL MEETINGS

- 2 1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative General meetings are called on at least clear 21 days' written notice specifying the business to be discussed
- 2 2 There shall be appointed a Chairman The appointment of the Chairman shall be for a 12 month period (or such other period as the Trustees may determine) and shall rotate in alternate years between member appointed by the

Booksellers Association and member appointed by the Publishers Association
The first Chairman shall be a member appointed by the Publishers Association

- 2 3 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least two one of whom shall be the authorised representative of the Booksellers Association and the other the authorised representative of the Publishers Association
 - 2 4 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting
 - 2 5 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
 - 2 6 Except for the chairman of the meeting, who has a second or casting vote in the event of a tied vote, every member present in person or through an authorised representative has one vote on each issue
 - 2 7 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
 - 2 8 The Charity must hold an AGM in every year which all members are entitled to attend The first AGM may be held within 18 months after the Charity's incorporation
 - 2 9 At an AGM the members
 - 2 9 1 receive the accounts of the Charity for the previous financial year
 - 2 9.2 receive the Trustees' report on the Charity's activities since the previous AGM
 - 2 9 3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation
 - 2 9.4 elect persons to be Trustees to fill the vacancies arising
 - 2 9 5 appoint auditors for the Charity
 - 2 9 6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity
- and
- 2 9 7 discuss and determine any issues of policy or deal with any other business put before them
 - 2 10 Any general meeting which is not an AGM is an EGM

- 2 11 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least 3 members

3 THE TRUSTEES

- 3 1 The Trustees as charity trustees have control of the Charity and its property and funds
- 3 2 The number of trustees when complete shall be no more than six individuals The Booksellers Association and the Publishers Association shall be entitled to appoint up to two Trustees and the Chairman for the time being of the Executive Committee shall be a Trustee An additional Trustee who is neither a representative of the Booksellers Association nor the Publishers Association may also be appointed by the current Trustees Each of the Booksellers Association and the Publishers Association shall be entitled to terminate the appointment of and replace with an alternative any of its nominated Trustees The board of Trustees shall be entitled to terminate the appointment of and replace with an alternative its nominated Trustee Notice of appointment or termination shall be given in writing to the Charity Commissioners
- 3 3 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees
- 3 4 A Trustee's term in office automatically terminates if he or she:
- 3 4 1 is disqualified under the Charities Act 1993 from acting as a charity trustee
 - 3 4 2 is incapable, whether mentally or physically, of managing his or her own affairs
 - 3 4 3 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)
 - 3 4 4 shall have his appointment terminated by the party entitled to appoint it
- 3 5 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

4 PROCEEDINGS OF TRUSTEES

- 4 1 The Trustees must hold at least two meetings each year
- 4 2 A quorum at a meeting of the Trustees is two Trustees one of whom must be a Trustee appointed by the Booksellers Association and one a Trustee appointed by the Publishers Association
- 4 3 If such a quorum is not present within one hour from the time appointed for the meeting the meeting shall stand adjourned to the same day in the next week at the same time and place provided that the quorum at such meeting shall be two but shall not require that there be present at least one Trustee appointed by each of the Booksellers Association and Publishers Association respectively

- 4 4 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 4 5 There shall be appointed a Chairman, Treasurer and any other honorary officers deemed appropriate by the Trustees. The appointment of a Chairman shall be for a 12 month period (or such other period as the Trustees may determine) and shall rotate in alternate years between Trustee appointed by the Booksellers Association and Trustee appointed by the Publishers Association. The first Chairman shall be a Trustee appointed by the Booksellers Association. The appointment of the Treasurer and any other honorary officers shall be for a 12 month period (or such other period as the Trustees may determine)
- 4 6 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 4 7 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 4 8 Except for the chairman of the meeting, who has a second or casting vote in the event of a tied vote, every Trustee has one vote on each issue
- 4 9 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

5 POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity:

- 5 1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act
- 5 2 to delegate any of their functions to the Executive Committee which subject to article 6 4 below shall consist of no more than ten individuals
- 5 3 to make standing orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings
- 5 4 to make rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 5 5 to make regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
- 5 6 to establish procedures to assist the resolution of disputes within the Charity
- 5 7 to exercise any powers of the Charity which are not reserved to a general meeting

6 THE EXECUTIVE COMMITTEE

- 6 1 The Booksellers Association appointed Trustees and the Publishers Association appointed Trustees shall each be entitled to appoint up to five members of the Executive Committee. Each of the Booksellers Association and the Publishers Association Trustees shall be entitled to terminate the appointment of and replace with an alternative any of their nominated members of the Executive Committee.
- 6 2 There shall be appointed a Chairman and a Vice-Chairman. The appointment of a Chairman and a Vice-Chairman shall be for a 12 month period (or such other period as the Trustees may determine) and shall rotate in alternate years between member of the Executive Committee appointed by the Booksellers Association and member of the Executive Committee appointed by the Publishers Association provided that the offices of Chairman and Vice-Chairman shall at any given time be occupied by one member of the Executive Committee appointed by the Booksellers Association and one member of the Executive Committee appointed by the Publishers Association. The first Chairman shall be a member of the Executive Committee appointed by the Publishers Association. The first Vice-Chairman shall be a member of the Executive Committee appointed by the Booksellers Association.
- 6 3 The Executive Committee may appoint specialist working groups the purpose of which shall be to carry out research and report back to the Executive Committee. There shall be at least one member of the Executive Committee on each specialist working group. Each specialist working group shall choose its chairman.
- 6 4 The Executive Committee shall have power to co-opt additional members provided that such additional members shall not be entitled to vote.

7 RECORDS AND ACCOUNTS

- 7 1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of
- 7 1 1 annual reports
 - 7 1 2 annual returns
 - 7 1 3 annual statements of account
- 7 2 The Trustees must keep proper records of
- 7 2 1 all proceedings at general meetings
 - 7 2 2 all proceedings at meetings of the Trustees
 - 7 2 3 all reports of committees and

7 2 4 all professional advice obtained

7 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide

7 4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months

8 NOTICES

8 1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper or any newsletter distributed by the Charity

8 2 The only address at which a member is entitled to receive notices is the address shown in the register of members

8 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

8 3 1 24 hours after being sent by electronic means or delivered by hand to the relevant address

8.3 2 two clear days after being sent by first class post to that address

8.3.3 three clear days after being sent by second class or overseas post to that address

8 3 4 on the date of publication of a newspaper containing the notice

8 3 5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,

8 3 6 as soon as the member acknowledges actual receipt

8 4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

9 DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

10 INTERPRETATION

10.1 In the Memorandum and in these Articles

"The Act" means the Companies Act 1985

"AGM" means an annual general meeting of the Charity

"these Articles" means these articles of association

"authorised representative" means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary

"the Booksellers Association" means the Booksellers Association of Great Britain & Ireland, its successor or assignee which shall include any body corporate established to acquire its undertaking, assets and/or liabilities

"Chairman" means the chairman of the Trustees

"the Charity" means the company governed by these Articles

"charity trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993

"clear day" means 24 hours from midnight following the relevant event

"the Commission" means the Charity Commissioners for England and Wales

"EGM" means an extraordinary general meeting of the Charity

"Executive Committee" means the executive committee appointed by the Trustees pursuant to article 5.2

"financial expert" means an individual, company or firm who is an authorised or an exempted person within the meaning of the Financial Services Act 1986

"material benefit" means a benefit which may not be financial but has a monetary value

"member" and "membership" refer to membership of the Charity

"Memorandum" means the Charity's Memorandum of Association

"month" means calendar month

"the Objects" means the Objects of the Charity as defined in clause 3 of the Memorandum

"the Publishers Association" means the Publishers Association being a company limited by guarantee with registration number 3282879

"Secretary" means the Secretary of the Charity

"taxable trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects

"Trustee" means a director of the Charity and "Trustees" means all of the directors

"written" or "in writing" refers to a legible document on paper [not] including a fax message

"year" means calendar year

10 2 Expressions defined in the Act have the same meaning

10 3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

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Date 26 May 1999

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