

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4058774

The Registrar of Companies for England and Wales hereby certifies that
THE BRIAN HOLLAND COMPANY

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 23rd August 2000



N04058774M



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E

HC007B

Declaration on application for registration

Company Name in full

THE BRIAN HOLLAND COMPANY

I, DAVID JOSEPH ELISON PLATT

of Trinity House, School Hill, Lewes

do solemnly and sincerely declare that I am at [Solicitor engaged in the formation of the company] ~~person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985~~† and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

DJE Platt

Declared at

Lewes

BLAKER SON & YOUNG
211 High Street

Day Month Year

on

1 7 0 8 2 0 0 0

Lewes
East Sussex BN7 2NL
SOLICITORS

● Please print name.

before me ●

ANTHONY MARTIN SIMMONS

Signed

for Simmons

Date

17/8/2000

Please give the name, address, telephone number, and if available, a DX number and Exchange, of the person Companies House should contact if there is any query.

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Adams & Remers

Trinity House, School Hill, LEWES, East Sussex

BN7 2NN

Tel 01273 480 616

DX number 3100

DX exchange Lewes 1



Form revised July 1998

When you have completed and signed the form please send it to the Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
 for companies registered in England and Wales
 or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
 for companies registered in Scotland **DX 235 Edinburgh**

30(5)(a)

**Declaration on application for registration of a company
exempt from the requirement to use the word "limited" or
"cyfyngedig"**

Company Name in full

THE BRIAN HOLLAND COMPANY

I,

DAVID JOSEPH ELLISON PLATT

of

Trinity House, School Hill, Lewes

† Please delete as appropriate.

[Signature]

a [Solicitor engaged in the formation of the above [person
~~named as director or secretary of the company in the statement delivered~~
~~under section 10 of the Companies Act 1985~~] do solemnly and sincerely
declare that the company complies with the requirements of section 30(3) of
the Companies Act 1985.

And I make this solemn Declaration conscientiously believing the same to
be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

[Signature: DJE Platt]

Declared at

Lewes

Day Month Year

on

11/7/01 8/2/01 0/0

BLAKER SON & YOUNG

211 High Street
Lewes

East Sussex BN7 2NL
SOLICITORS

● Please print name.

before me ●

ANTHONY MARTIN SIMMONS

Signed

[Signature: A. Simmons]

Date

17/8/2000

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,
telephone number, and if available,
a DX number and Exchange, of
the person Companies House
should contact if there is any query.

Adams & Remers

Trinity House, School Hill, LEWES, East Sussex

BN7 2NN

Tel 01273 480 616

DX number 3100

DX exchange Lewes 1



A38
COMPANIES HOUSE

0252
18/08/00

Form revised June 1999

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Please complete in typescript,
or in bold black capitals.

CHFP041

First directors and secretary and intended situation of registered office

Notes on completion appear on final page

Company Name in full

THE BRIAN HOLLAND COMPANY

Proposed Registered Office

(PO Box numbers only, are not acceptable)

75 CHURCH ROAD

Post town HOVE

County / Region EAST SUSSEX

Postcode BN3 2BB

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address.

X

Agent's Name ADAMS & REMERS

Address TRINITY HOUSE

SCHOOL HILL

Post town LEWES

County / Region EAST SUSSEX

Postcode BN7 2NN

Number of continuation sheets attached 0

Please give the name, address, telephone number, and if available, a DX number and Exchange, of the person Companies House should contact if there is any query.

Adams & Remers

Trinity House, School Hill, LEWES, East Sussex

BN7 2NN

Tel 01273 480 616

DX number 3100

DX exchange Lewes 1



A38

ARSYNT5C

0253

COMPANIES HOUSE

18/08/00

A09

COMPANIES HOUSE

11/08/00

Form revised July 1998

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Company Secretary (see notes 1-5)

Company name THE BRIAN HOLLAND COMPANY

NAME *Style / Title

Mr

*Honours

N/A.

*Voluntary details

Forename(s) STEPHEN

Surname FRENCH

Previous forename(s) NONE

Previous surname(s) NONE

Address

3 SYLVESTER WAY

Usual residential address

For a corporation, give the registered or principal office address.

Post town

HOVE

County / Region

SUSSEX

Postcode

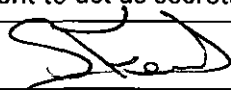
BN3 8AK

Country

ENGLAND

I consent to act as secretary of the company name on page 1

Consent signature



Date

3/8/2000

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

MR

*Honours

N/A

Forename(s) MICHAEL JOHN

Surname HOLLAND

Previous forename(s) NONE

Previous surname(s) NONE

Address

75 CHURCH ROAD - HOVE BN3 2BB

Usual residential address

For a corporation, give the registered or principal office address.

Post town

HOVE

County / Region

SUSSEX

Postcode

BN3 2BB

Country

ENGLAND

Day Month Year

Date of birth

14 08 1947

Nationality

BRITISH

Business occupation

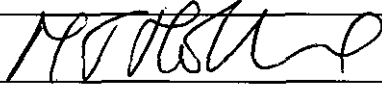
COMPANY DIRECTOR - HOTELIER

Other directorships

AS ATTACHED LIST

I consent to act as director of the company named on page 1

Consent signature



Date

2/8/00

Directors (continued) (see notes 1-5)

NAME	*Style / Title	MRS		*Honours	
*Voluntary details	Forename(s)	NINA			
	Surname	HOLLAND			
	Previous forename(s)				
	Previous surname(s)	GROUT			
	Address	13 THE UPPER DRIVE			
Usual residential address For a corporation, give the registered or principal office address.	Post town	HOVE			
	County / Region	EAST SUSSEX	Postcode	BN3 6GR	
	Country	ENGLAND			
	Day	Month	Year		
	Date of birth	21	01	11	Nationality BRITISH
	Business occupation	HOUSEWIFE			
	Other directorships				
	I consent to act as director of the company named on page 1				
	Consent signature	N Holland		Date	07-08-00

This section must be signed by					
Either					
an agent on behalf of all subscribers	Signed		Date		
Or the subscribers	Signed		Date		
(i.e those who signed as members on the memorandum of association).	Signed		Date		
	Signed		Date		
	Signed		Date		
	Signed		Date		
	Signed		Date		
	Signed		Date		

Company Secretary (see notes 1-5)**Form 10 Continuation Sheet**

Company number

NAME *Style / Title*Honours
etc.

*Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address**Usual residential address**For a corporation, give the
registered or principal office
address.

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature**Date****Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title*Honours
etc.

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address**Usual residential address**For a corporation, give the
registered or principal office
address.

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth**Nationality****Business occupation****Other directorships**

I consent to act as director of the company named on page 1

Consent signature**Date**

GARY HAMBLYN - DIRECTORSHIPS

Belline Limited
Benchrealm Limited
Bray Wintour & Company Limited
Centerland Limited
Cherrywood Investments Ltd
Globe Property Developments Ltd
Globe Management (UK) Ltd
Globe Universal Ltd
Goldsure Investments Limited
Havenmere Investments Limited
Investment Management Services (Holdings) Limited
Knolldowne Properties Limited
Mobileco Limited
Patis & Co Limited
PWC White Limited
Shenstone Properties (Redditch) Limited
Ship Street Holdings Ltd
St Mary's Estates (Holdings) Limited
St Mary's Estates Management Limited
Trinity Developments Limited
Warner & Co (Insurance) Limited
Where and When Sports Plc

LIST OF DIRECTORSHIPS M J HOLLAND

ADELPHI HOTELS LTD – MANAGING DIRECTOR

W.EVES & SON LTD - MANAGING DIRECTOR

CHERRYWOOD INVESTMENTS LTD – SECRETARY DIRECTOR

WHERE AND WHEN SPORTS PLC – DIRECTOR

HAMBROOK ESTATES LTD – MANAGING DIRECTOR

COMPANY NUMBER

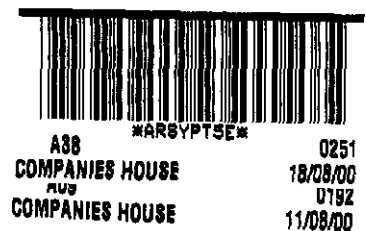
THE COMPANIES ACT 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF THE
BRIAN HOLLAND COMPANY

Incorporated on

Adams & Remers
Trinity House
School Hill
Lewes
BN7 2NN



200123

091069

4058774.

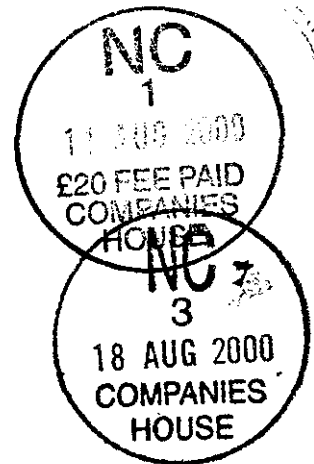
COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

THE BRIAN HOLLAND COMPANY



1 NAME

The name of the Company is The Brian Holland Company

("the Charity").

2 REGISTERED OFFICE

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

3 OBJECTS

The objects of the Charity are:-

The relief of sickness generally and in particular but not so as to limit the
generality of the foregoing :-



- (a) The provision maintenance and improvement of facilities at Stables Stanmer House Brighton Sussex or any other premises that the Company may acquire or lease to provide conductive therapy and other support to children with cerebral palsy.
- (b) Providing counselling services for children suffering from cerebral palsy and their families.
- (c) The preservation and protection of the health of the public by educating them and conducting research into the causes and prevention of cerebral palsy.
- (d) The education training and rehabilitation of people suffering from cerebral palsy to enable them to earn their living and develop their potential as members of Society ("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 (but not by means of taxable trading)
- 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.
- 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 a 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 contact 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**

**SIGNATURE OF
SUBSCRIBERS**

MICHAEL JOHN HOLLAND
13 THE UPPER DRIVE
HOVE BN3 6GR



GARY ROBERT HAMBLYN
21 DALLAWAY DRIVE
STONE CROSS
PERERISEY
BN24 5FB



NINA HOLLAND
13 THE UPPER DRIVE
HOVE BN3 6GR



Date 7th August 2000

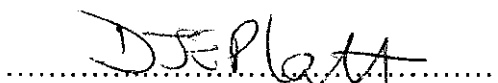
Witness to the above signatures

DJE Platt

David Joseph Elton Platt

Trinity House, School Hill

Lewes, East Sussex



COMPANIES ACTS 1985 & 1989

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

OF

THE BRIAN HOLLAND COMPANY

1 MEMBERSHIP

1.1 The number of members with which the company proposes to be registered is unlimited

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

1.3.1 applies to the Charity in the form required by the Trustees

1.3.2 is approved by the Trustees

and

- 1.3.3 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 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amount of any subscriptions
- 1.5 membership is terminated if the member concerned
 - 1.5.1 gives written notice of resignation to the Charity
 - 1.5.2 dies or (in the case of an organisation) ceases to exist
 - 1.5.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be terminated on payment of the amount due)
 - or
 - 1.5.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)
- 1.6 membership of the Charity is not transferable

2 GENERAL MEETINGS

- 2.1 Members are entitled to attend 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 is a quorum at a general meeting if the number of members [or authorised representatives] personally present is at least 2 (or 50% % of the members if greater)
- 2.3 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.
- 2.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
- 2.5 Except for the chairman of the meeting, who has a second or casting vote, every member present in person or through an authorised representative has one vote on each issue
- 2.6 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)

2.7 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

2.8 At an AGM the members:

2.8.1 receive the accounts of the Charity for the previous financial year

2.8.2 receive the Trustees' report on the Charity's activities since the previous AGM

2.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation

2.8.4 elect persons to be Trustees to fill the vacancies arising

2.8.5 appoint auditors for the Charity

2.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice President of the Charity

and

2.8.7 discuss and determine any issues of policy or deal with any other business put before them

2.9 Any general meeting which is not an AGM is an EGM

2.10 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 2 members

3 THE TRUSTEES

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds
- 3.2 The trustees when complete consist of at least three and not more than 4 individuals.
- 3.3 The subscribers to the memorandum are the first Trustees of the Charity
- 3.4 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
- 3.5 One third (or the number nearest one third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots
- 3.6 A Trustee's term of office automatically terminates if he or she:
 - 3.6.1 is disqualified under the Charities Act 1993 from acting as a charity trustee
 - 3.6.2 is incapable, whether mentally or physically, of managing his or her own affairs
 - 3.6.3 is absent from 5 consecutive meetings of the Trustees

- 3.6.4 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM)
- 3.6.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)
- 3.6.6 is removed by resolution passed by at least 2/3 of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
- 3.7 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM
- 3.8 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 1 meeting each year
- 4.2 A quorum at a meeting of the Trustees is 2 Trustees
- 4.3 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.

- 4.4 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
- 4.5 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)
- 4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 4.7 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 appoint a Chairman, treasurer and other honorary officers from among their number
- 5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least 1 member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)

- 5.4 to make Standing Orders consistent with the Memorandum, these Articles and the Act) to govern proceedings at general meetings
- 5.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meeting of committees
- 5.6 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)
- 5.7 to establish procedures to assist the resolution of disputes within the Charity
- 5.8 to exercise any powers of the Charity which are not reserved to a general meeting

6 RECORDS & ACCOUNTS

- 6.1 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:
 - 6.1.1 annual reports
 - 6.1.2 annual returns
 - 6.1.3 annual statements of account
- 6.2 The Trustee must keep proper records of

- 6.2.1 all proceedings at general meetings
 - 6.2.2 all proceedings at meetings of the Trustees
 - 6.2.3 all reports of committees and
 - 6.2.4 all professional advice obtained
- 6.3 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
- 6.4 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

7 NOTICES

- 7.1 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 [circulating in area of benefit] or any newsletter distributed by the Charity
- 7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members

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

7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address

7.3.2 to clear days after being sent by first class post to that address

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

7.3.4 on the date of publication of a newspaper containing the notice

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

7.3.6 as soon as the member acknowledges actual receipt

7.4 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

8 DISSOLUTION

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

9 INTERPRETATION

In the Memorandum in 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

“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

“financial expert” means an individual, company or firm who is an authorised person 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

“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

9.1 Expressions defined in the Act have the same meaning

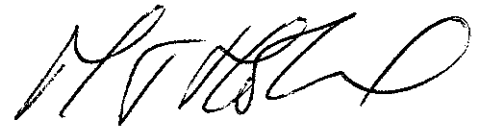
9.2 references to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

NAMES AND ADDRESSES
OF SUBSCRIBERS

Michael John Holland

13 The Upper Drive
Hove
BN3 6GR

SIGNATURE OF
SUBSCRIBERS



WITNESS:

Name: JOANNA MASTERS

Address: 18A LANSDOWNE PLACE
HOVE
EAST SUSSEX
BN3 1HG



DATE...8/8/00

Nina Victoria Holland

13 The Upper Drive
Hove
BN3 6GR



WITNESS: MARION WILLIAMS

Name: 21 The Lynchette

Address: Shoreham-by-Sea
WEST SUSSEX
BN43 5GZ



DATE...8/8/00.

NAME AND ADDRESS
OF SUBSCRIBER

Gary Robert Hamblyn

21 Dallaway Drive
Stone Cross
Pevensey
BN24 5FB

SIGNATURE OF
SUBSCRIBER



WITNESS:

Name:

Address:



D. L. MOORE
50 PARSONAGE ROAD
HENFIELD
W.Sx BN5 9J9

DATE... 9/8/2000