

**THE COMPANIES ACT 1985  
AND  
THE COMPANIES ACT 1989**

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

**MEMORANDUM & ARTICLES OF ASSOCIATION**

**HOSPICE OF HOPE ROMANIA LIMITED**

**Incorporated the 6th day of December, 2000**

**COMPANY NUMBER 4120082**

**As amended by Special Resolution of the Company on 7<sup>th</sup> October 2008**

**COMPANY FORMATION AND INFORMATION SERVICES**

***The London Law Agency Limited***

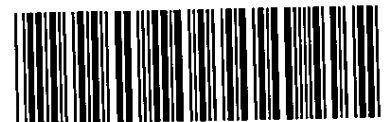
**Temple Chambers Temple Avenue London EC4Y 0HP**

**Telephone 020 7353 9471 Fax 020 7583 1531**

**DX 1053 London/Chancery Lane**

**E-mail: info@londonlaw.co.uk**

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**COMPANIES HOUSE**

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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MEMORANDUM OF ASSOCIATION

OF

**HOSPICE OF HOPE ROMANIA LIMITED**

1. The name of the Company (hereinafter called "The Company") is **"HOSPICE OF HOPE ROMANIA LIMITED"**.

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are:-

(1) To promote the relief of sickness in such charitable ways as the Company shall from time to time think fit, and in particular (but without prejudice to the generality of such objects):-

(A) To promote the care without limitations of sex, race or age, of persons in Central and Eastern Europe suffering from advanced cancer or other life-threatening illnesses whether in hospitals, nursing homes, hospices, clinics or their own homes and to provide medical nursing and other treatment and attention according to their needs, together with guidance and assistance for those caring for them.

(B) To promote and encourage research into the care and treatment of persons in Central and Eastern Europe suffering from advanced cancer or other life-threatening illnesses, to make publicly available the results of such research and to promote, encourage and assist in the teaching and training of doctors, nurses, physiotherapists, psychologists and other persons engaged in the care of such persons.

(C) To relieve persons in Central and Eastern Europe suffering from conditions of severe or prolonged shock or depression arising from bereavement by the provision of counselling for the family, relatives and friends of those who have died after suffering from terminal illness.

(D) To promote and encourage the provision of care by all appropriate institutions and organisations in Central and Eastern Europe for persons in Central and Eastern Europe suffering from advanced cancer or other life-threatening illnesses and for persons suffering from conditions of severe or prolonged shock or depression arising from bereavement.

(E) To assist by grants of money or other help to eligible charitable or non-profit making institutions in Central and Eastern Europe in furtherance of the above objects.

(2) In furtherance of the above objects but not further or otherwise, the Company shall have the following objects:

(3) To purchase, take on lease or in exchange, hire, accept as a gift, or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects, and to construct, repair, renovate, equip, maintain and alter any buildings or erections, temporary or permanent necessary for use as such home or homes as aforesaid or for any use in connection with the establishment or conduct of any such home or homes or otherwise for the work of the Company.

(4) To establish and conduct on a permanent or temporary basis hospices, clinics, outpatient departments, surgeries, dispensaries and convalescent homes.

(5) To engage and pay such doctors, nursing or domestic staff, lecturers, chaplains, physiotherapists, occupational therapists, radiologists, dieticians, dentists, chiropodists, social workers and others whom the Company may think fit for the promotion of its objects.

(6) To make such regulations as to the admission of persons to any hospital, home, hospice, clinic or out-patients department established by or conducted under the direction of the Company as aforesaid, and as to the residence of any persons in any such home as aforesaid as the Company may think fit, and so that such regulations may provide, either generally or in any particular case or cases for such admission or residence to be either free of charge or subject to such payment as the Company may think fit.

(7) To provide or arrange for such medical or other attention as the Company may think fit for patients in any such hospital, home, hospice, clinic or out-patients department as aforesaid or for patients in their own homes.

(8) To provide such medical supplies, equipment and apparatus, drugs, amenities, comforts and other things necessary for the welfare of any persons resident or working in or attending any such hospital, home, hospice, clinic or out-patients department as aforesaid to any persons being treated or attended in their own homes as the Company may think fit.

(9) To arrange lectures and conduct training courses and to publish pamphlets books, journals and other publications relating to the work of the Company.

(10) To conduct appeals for money or other gifts or for any other assistance for any of the purposes of the Company, and to solicit and accept subscriptions and donations (whether of real or personal property) and devise and bequests for any of the purposes of the Company.

(11) Subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought necessary with a view to the promotion of its objects.

(12) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company and which will further the objects of the Company.

(13) Subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit.

(14) To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.

(15) To establish and support or aid in establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company.

(16) To administer or act as almoner of any funds specially contributed by way of donation, subscription, grant or legacy for the purpose of instituting, improving or extending facilities of the establishment or establishments operated by the Company or of facilitating the attendance of sick persons thereat.

(17) To do all such other things as are necessary for the attainment of the objects of the Company or any of them.

(18) To provide indemnity insurance to cover the liability of the members of the Council of Management or Governing Body which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Council; Provided that any such insurance shall not extend to any claim arising from any act or omission which the members of Council of Management or Governing Body knew to be a breach of trust or breach of duty or which was committed by the members of the Council of Management in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against any member of the Council of Management or Governing Body.

4. Provided that;

(i) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(ii) The Company's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

(iii) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required

by law, and as regards any such property the Council of Management or Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipt, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council of Management, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

5. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no member of its Council of Management or Governing Body shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:-

(a) of reasonable and proper remuneration to any member, officer or servant of the Company not being a member of its Council of Management or Governing Body for any services rendered to the Company;

(b) of interest on money lent by any member of the Company or of its Council of Management or Governing Body at a rate per annum not exceeding 2 per cent less than the base rate prescribed for the time being of Barclays Bank PLC or 3 per cent whichever is the greater;

(c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Council of Management or Governing Body;

(d) to any member of its Council of Management or Governing Body of reasonable out-of-pocket expenses;

(e) to any member of its Council of Management or Governing Body being a Solicitor or other person engaged in any profession of all usual professional or other reasonable charges for work done by him or his firm in connection with the execution of the objects of the Company;

(f) of any premium in respect of any indemnity insurance to cover the liability of the members of the Council of Management or Governing Body which by virtue of any rule of law would otherwise attach to them in respect of negligence, default, breach of trust or breach of duty of which they may be guilty in relation to any claim arising from any act or omission which the members of the Council of Management or Governing Body knew to be a breach of trust or breach of duty or which was committed by such members in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against such members in their capacity as members of the Council.

6. The liability of the members is limited.

7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges, and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.00.

8. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income or property to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

9. No addition, alteration or amendment shall be made to or in the provisions of the Memorandum & Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Charity Commissioners and no addition alteration or amendment shall be made to or in the provisions of the Memorandum & Articles which would cause the Company to cease to be a charity in law.

10. Nothing in this constitution shall authorize an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.

(Passed as Special Resolution, 7<sup>th</sup> October 2008)

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

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NAMES AND ADDRESSES OF SUBSCRIBERS

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**Mrs Catherine Hodgins**

5 St. Mildred's Avenue,  
Birchington,  
Kent,  
CT7 9LD

**Mrs Andrea Evans**

19 Carlisle Avenue,  
St. Albans,  
Herts,  
AL3 4AP

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**Dated the 22nd day of November, 2000**

Witness to the above Signatures:-

T. Hill  
27 Fennel Close,  
Rochester,  
Kent,  
ME1 1LW

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION

OF

**HOSPICE OF HOPE ROMANIA LIMITED**

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**INTERPRETATION**

1. In these Articles:-

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"the Articles" means the Articles of the Company.

"the Company" means the above-named Company.

"the Council" means the Council of Management for the time being of the Company.

"Clear Days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"Executed" includes any mode of execution.

"Office" means the registered office of the Company.

"the Seal" means the common seal of the Company.

"Secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

"the United Kingdom" means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company. "



## **MEMBERS**

2. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the Articles shall be members of the Company. No person shall be admitted a member of the Company unless he is approved by the Council. Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the Council may require executed by him.

3. A member may at any time withdraw from the Company giving at least seven clear days' notice to the Company. Membership shall not be transferable and shall cease on death.

4. The Council may from time to time formulate or draw up and thereafter amend or otherwise alter rules relating to any subscription be it of an annual or recurring nature or otherwise which members shall be required to pay to the Company as a condition of membership or of continuing membership of the Company and such rules may provide for the expulsion of a member from the Company or for deletion of a member's name from the Register of Members in the event of a member making default in the payment of any such subscription provided that any such rules or subsequent amendment or alteration thereof shall only be valid and take effect after the same have been approved by a special resolution of the Company in General Meeting.

## **GENERAL MEETINGS**

5. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Council, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting and that so long as the Company holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

6. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

7. The Council may call General Meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient members of the Council to call a General Meeting, any member of Council or any member of the Company may call a General Meeting.

## **NOTICE OF GENERAL MEETINGS**

8. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a member of the Council shall be called by at least twenty-one clear day's notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:-

(a) in the case of an Annual General Meeting, by all the members entitled to attend

and vote thereat; and

(b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such.

The notice shall be given to all the members and to the members of the Council and auditors.

9. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

### **PROCEEDINGS AT GENERAL MEETINGS**

10. No business shall be transacted at any meeting unless a quorum is present. Three persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, or one tenth of the membership whichever is the greater, shall be a quorum.

11. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Council and of the auditors, the election of members of the Council in place of those retiring, and the appointment of, and fixing of the remuneration of the auditors.

12. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time or place, or at such other place as the Chairman may appoint.

13. The Chairman (if any) of the Council shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some member of the Council, or if no such member be present, or if all the members of the Council present decline to take the chair, they shall choose some member of the Company who shall be present to preside.

14. The Chairman, may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

15. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-

(a) by the Chairman; or

(b) by at least two members having the right to vote at the meeting; or

(c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting;

and a demand by a person as proxy for a member shall be the same as a demand by the member.

16. Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

17. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

18. A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

19. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote he may have.

20. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

21. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

22. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a General Meeting at which he was present shall be as effectual as if it had been passed at a General Meeting duly convened and

held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

### **VOTES OF MEMBERS**

23. On a show of hands and on a poll every member present in person or by proxy shall have one vote.

24. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Council of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

25. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.

26. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Council may approve):-

"

I/We,

of

being a member/members of the above-named Company, hereby appoint

of

or failing him,

of

as my/our proxy to vote in my/our name(s) and on my/our behalf at the Annual/Extraordinary General Meeting of the Company to be held on

20, and at any adjournment thereof.

Signed on

20 ."

27. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Council may approve):-

"

I/We,

of

being a member/members of the above-named Company, hereby appoint

of

or failing him

of

as my/our proxy to vote in my/our name(s) and on my/our behalf at the Annual/Extraordinary General Meeting of the Company, to be held on

20 , and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No.1 \*for \*against

Resolution No.2 \*for \*against

\* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this            day of            . 20 ."

28. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Council may:-

(a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

(b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

(c) where the poll is not taken forthwith but is taken not more than 48 hours after

it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman or to the secretary or to any member of the Council;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

29. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

### **COUNCIL OF MANAGEMENT**

30. The number of members of the Council shall not be less than three or until otherwise determined by General Meeting more than twenty-one.

### **POWERS OF THE COUNCIL**

31. Subject to the provisions of the Act, the Memorandum and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Council who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Council which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Council by these Articles and a meeting of Council at which a quorum is present may exercise all powers exercisable by the Council.

32. The Council may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

33. All cheques and negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, in such manner as the Council shall from time to time determine provided that all cheques shall be signed by not less than two members of the Council.

### **DELEGATION OF THE POWERS OF THE COUNCIL**

34. The Council may delegate any of their powers to any committee consisting of three or more members of the Council and such other persons as the Council may determine, provided that the majority of the members of such committees shall be members of the Council and that all acts and proceedings of such Committees shall be reported back to the Council as soon as possible and provided further that no expenditure shall be incurred by any such committee except in accordance with a budget previously agreed by the Council. Any such delegation may be made subject to any conditions the Council may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings of the Council so

far as they are capable of applying.

#### **APPOINTMENT AND RETIREMENT OF MEMBERS OF THE COUNCIL**

35. (a) Save as herein provided:

(i) At the first Annual General Meeting of the Company all the members of the Council shall retire from office, and at the Annual General Meeting in every subsequent year one third of the members of the Council for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.

(ii) The members of the Council to retire in every year shall be those who have been longest in office since their last election, but as between persons who became members of the Council on the same day those to retire shall, unless they otherwise agree among themselves, be determined by lot.

(iii) A retiring member of the Council shall be eligible for re- election.

(iv) The Company at the meeting at which a member of the Council retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default of the retiring member of the Council shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such member of the Council shall have been put to the meeting and lost.

(v) No person other than a member of the Council retiring at the meeting shall unless recommended by the members of the Council be eligible for election to the office of member of the Council at any General Meeting unless, not less than three nor more than twenty-one days before the date appointed for the meeting, there shall have been left at the registered office of the Company notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.

(b) The Company may from time to time by ordinary resolution increase or reduce the number of members of the Council, and may also determine in what rotation the increased or reduced number is to go out of office.

36. The members of the Council shall have power from time to time and at any time to appoint any other persons to be members of the Council but so that the total number of members of the Council shall not at any time exceed the maximum number, fixed as above, and so that no such appointment shall be effective unless two thirds of the members of the Council in the United Kingdom concur therein.

37. No member of the Council shall vacate or be required to vacate his office as member of the Council on or by reason of his attaining or having attained the age of seventy or any other age, and any member of the Council retiring or liable to retire under the provisions of these Articles and any person proposed to be appointed a member of the Council shall be capable of being appointed or re-appointed as a member of the Council notwithstanding that he has attained the age of seventy and no special notice need be given of any resolution for

the appointment or re-appointment as a member of the Council of a person who shall have attained the age of seventy, and it shall not be necessary to give to the members of the Company notice of the age of any member of the Council or person proposed to be appointed or re-appointed as such.

38. No person who is not a member of the Company shall in any circumstances be eligible to hold office as a member of the Council.

39. The members for the time being of the Council may act notwithstanding any vacancy in their body; provided always that in case the members of the Council shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Council for the purpose of admitting persons to membership of the Company, filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

#### **DISQUALIFICATION OF MEMBERS OF THE COUNCIL**

40. The office of a member of the Council shall be vacated if:-

(a) he ceases to be an officer of the Company by virtue of any provision of the Act or he becomes prohibited by law from being an officer of the Company; or

(b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(c) he is, or may be, suffering from mental disorder and either:-

(i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, and application for admission under the Mental Health (Scotland) Act 1960; or

(ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect of his property or affairs; or

(d) he resigns his office by notice to the Company; or

(e) if without leave he be absent, otherwise than on the affairs of the Company, from meetings of the Council for six consecutive months, and the Council within twelve months of the last meeting attended by him resolve that his office be vacated.

#### **PROCEEDINGS OF THE COUNCIL**

41. The Council may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, the quorum shall be three or one-third of the complete Council whichever is the greater. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.



42. A member of the Council may, and on the request of a member of the Council the secretary shall, at any time, summon a meeting of the Council by notice served upon the several members of the Council. A member of the Council who is absent from the United Kingdom shall not be entitled to notice of a meeting.

43. The Council shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Council at which he shall be present, and may determine for what period he is to hold office but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Council present shall choose one of their number to be Chairman of the meeting.

44. A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under these Articles for the time being vested in the Council generally.

45. All acts bona fide done by any meeting of the Council or of any committee of the Council, or by any person acting as a member of the Council, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Council.

46. A resolution in writing signed by all members for the time being of the Council or of any committee of the Council who are entitled to receive notice of a meeting of the Council of such committee shall be as valid and effectual as if it had been passed at a meeting of the Council or of such committee duly convened and constituted.

#### **SECRETARY**

47. Subject to the provisions of the Act, the secretary shall be appointed by the Council for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them. Provided always that no member of the Council may occupy the salaried position of secretary.

#### **MINUTES**

48. The Council shall cause minutes to be made in books kept for the purpose –

(a) of all appointments of officers made by the Council; and

(b) of all proceedings at meetings of the Company, and of the Council, and of committees of the Council, including the names of the members of the Council present at each such meeting.

#### **THE SEAL**

49. The seal shall only be used by the authority of the Council or of a committee of the Council authorised by the Council. The Council may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a member of the

Council and by the secretary or by a second member of the Council.

### **ACCOUNTS**

50. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Council or by ordinary resolution of the Company.

### **NOTICES**

51. Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Council need not be in writing.

52. The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

53. A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

54. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

### **DISSOLUTION**

55. Clauses 4 and 7 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect and be observed as if the provisions thereof were repeated in these Articles.

### **INDEMNITY**

56. Subject to the provisions of the Act but without prejudice to any indemnity to which a member of the Council may otherwise be entitled, every member of the Council or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto provided that this Article shall not apply in relation to costs which a member of the Council is ordered to pay or of which he is deprived.

## **RULES AND BYE-LAWS**

57. The Company shall have power from time to time to make, alter and repeal all such Rules or Bye-Laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and may include therein provisions defining privileges and benefits accruing to members the election of a President and Vice-President and the rights and privileges attaching to either office, the admission and retirement of members and the conditions attached thereto and the basis on which such privileges and benefits may be terminated, and the subscriptions and entrance or other fees payable, and shall adopt such means as they deem sufficient to bring to the notice of the members of the Company all such Rules or Bye-Laws, alterations, and repeals, and all such Rules or Bye-Laws so long as they shall be in force shall be binding upon all members of the Company, provided nevertheless that no ByeLaw shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum or Articles of Association of the Company and that any Rule or Bye-Law may be set aside by a Special Resolution of a General Meeting of the Company.

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NAMES AND ADDRESSES OF SUBSCRIBERS

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**Mrs Catherine Hodgins**

5 St. Mildred's Avenue,  
Birchington,  
Kent,  
CT7 9LD

**Mrs Andrea Evans**

19 Carlisle Avenue,  
St. Albans,  
Herts,  
AL3 4AP

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**Dated the 22nd day of November, 2000**

Witness to the above Signatures:-

T. Hill  
27 Fennel Close,  
Rochester,  
Kent,  
ME1 1LW