

FILE COPY



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

Company No. 4178505

The Registrar of Companies for England and Wales hereby certifies that

THE ROALD DAHL MUSEUM AND LITERATURE CENTRE

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

Given at Companies House, London, the 13th March 2001



\*N04178505H\*

A handwritten signature in black ink, appearing to read 'Jennifer'.

For The Registrar Of Companies



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

**Declaration on application for registration**

Please complete in typescript,  
or in bold black capitals

CHFP055

4178805

**Company Name in full**

The Roald Dahl Museum and Literature Centre

I,

Martin Goodwin

of

Carmelite, 50 Victoria Embankment, Blackfriars, London EC4Y 0DX

do solemnly and sincerely declare that I am a † [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.

† Please delete as appropriate

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**

*M. Goodwin*

Declared at

Carmelite, 50 Victoria Embankment,  
London, EC4Y 0DX

Day Month Year

On

12 03 2001

① Please print name.

before me ①

M. Goodwin

Signed

*M. Goodwin*

Date

12/3/01

† 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

Taylor Joynson Garrett  
Carmelite  
50 Victoria Embankment  
Blackfriars  
London EC4Y 0DX  
DX: 41 London  
Tel: 020 7300 7000  
Ref: MFG/MFE



LD1 COMPANIES HOUSE 0075 18/08/01

Form revised June 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



Companies House  
— for the record —

Please complete in typescript,  
or in bold black capitals.

CHFP000

# 30(5)(a)

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

4178505

Company Name in full

THE ROALD DAHL MUSEUM AND  
LITERATURE CENTRE

I, MARTIN GOODWIN  
of CARMELITE, 50 VICTORIA EMBANKMENT, BLACKFRIARS, LONDON  
EC4Y 0DX

† Please delete as appropriate.

a [Solicitor engaged in the formation of the company] ~~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

*Martin Goodwin*

Declared at

London, Carmelite, 50 Victoria Embankment, London, EC4Y 0DX

Day Month Year

on

12 03 2001

• Please print name.

before me •

M. Goodwin

Signed

*M. Goodwin*

Date

12/3/01

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.

Taylor Joynson Garrett	
Carmelite	
50 Victoria Embankment	
Blackfriars	
London	Tel
DX number	EC4Y 0DX DX exchange
	Tel: 020 7300 7000



LD1 0076  
COMPANIES HOUSE 18/03/01

Form revised June 1998

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

Companies House, Crown Way, Cardiff, CF4 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



**Companies House**  
— for the record —

# 10

Please complete in typescript,  
or in bold black capitals.  
CHFP000

### First directors and secretary and intended situation of registered office

Notes on completion appear on final page

4178505

#### Company Name in full

THE ROAD DART MUSEUM AND  
LITERATURE CENTRE

#### Proposed Registered Office

(PO Box numbers only, are not acceptable)

92 HIGH STREET

Post town

GREAT MISSENDEN

County / Region

BUCKINGHAMSHIRE

Postcode

HP16 0AN.

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.

Agent's Name

TAYLOR JOYNSON GARRETT.

Address

CARMELITE, 50 VICTORIA EMBANKMENT  
BLACKFRIARS

Post town

LONDON

County / Region

Postcode

ECKY 0DX.

Number of continuation sheets attached

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.

TAYLOR JOYNSON GARRETT  
CARMELITE, 50 VICTORIA EMBANKMENT  
LONDON Tel 020 7300 7000  
DX number 111 LONDON DX exchange LONDON



LD1  
COMPANIES HOUSE

0077  
13/08/01

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 ROALD DAHL MUSEUM AND LITERATURE CENTRE**

**NAME** \*Style / Title  \*Honours etc

\* Voluntary details

Forename(s) **AMANDA**

Surname **BROWN**

Previous forename(s)

Previous surname(s) **CONQUY**

**Address** **DRAGON COTTAGE**

**Usual residential address**

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

**67 CHURCH STREET**

Post town **GREAT MISSENDEN**

County / Region  Postcode **HP16 0AZ**

Country **ENGLAND**

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

**Consent signature** **Amanda L. Conquy** **Date** **12.3.2001**

**Directors** (see notes 1-5)

Please list directors in alphabetical order

**NAME** \*Style / Title **MRS** \*Honours etc

Forename(s) **ELIZABETH MARGARET**

Surname **ATTENBOROUGH**

Previous forename(s)

Previous surname(s) **TRAIN**

**Address** **53 CHRISTCHURCH ROAD**

**Usual residential address**

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

**EAST SHEEN**

Post town **LONDON**

County / Region  Postcode **SW14 7AQ**

Country

Day Month Year

**Date of birth** **21 07 1952** **Nationality** **BRITISH**

**Business occupation** **READING + PUBLISHING CONSULTANT**

**Other directorships**

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

**Consent signature** **Elizabeth Attenborough** **Date** **12.3.2001**

**Company Secretary** (see notes 1-5)

**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**

CHFP000

Company name

[Empty box for company name]

**NAME** \*Style / Title

[Empty box for name style/title]

\*Honours

[Empty box for honours]

\* Voluntary details

Forename(s)

[Empty box for forename(s)]

Surname

[Empty box for surname]

Previous forename(s)

[Empty box for previous forename(s)]

Previous surname(s)

[Empty box for previous surname(s)]

**Address**

[Empty box for address line 1]

[Empty box for address line 2]

**Usual residential address**

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

Post town

[Empty box for post town]

County / Region

[Empty box for county/region]

Postcode

[Empty box for postcode]

Country

[Empty box for country]

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

**Consent signature**

[Empty box for consent signature]

Date

[Empty box for consent date]

**Directors** (see notes 1-5)

Please list directors in alphabetical order

**NAME** \*Style / Title

Ms.

\*Honours etc

[Empty box for honours etc]

Forename(s)

OPHELIA MAGDALENE

Surname

DAHL

Previous forename(s)

N/A

Previous surname(s)

N/A

**Address**

173 WILLOW AVE

[Empty box for address line 2]

**Usual residential address**

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

Post town

SOMERVILLE

County / Region

MASSACHUSETTS

Postcode

02144

Country

U.S.A.

Day Month Year

**Date of birth**

1 2 0 1 5 1 1 9 1 6 1 4

**Nationality**

BRITISH

**Business occupation**

DIRECTOR OF MEDICAL NON-PROFIT

**Other directorships**

[Empty box for other directorships]

[Empty box for other directorships]

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

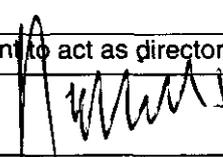
**Consent signature**

*Ophelia Dahl*

Date

28.2.01

**Directors** (continued) (see notes 1-5)

<b>NAME</b>	*Style / Title	MR.	*Honours etc	
* Voluntary details	Forename(s)	ROGER ERNEST		
	Surname	HILLS		
	Previous forename(s)			
	Previous surname(s)			
<b>Address</b>	EQUINOX, BECKFORDS, UPPER BASILDON			
<b>Usual residential address</b> For a corporation, give the registered or principal office address.	Post town	READING		
	County / Region	BERKSHIRE	Postcode	RG8 8PE
	Country			
	Date of birth	Day: 18   Month: 09   Year: 1940	Nationality	BRITISH
	Business occupation	RETIRED INVESTMENT BANKER		
	Other directorships			
	I consent to act as director of the company named on page 1			
	Consent signature		Date	27.2.01

**This section must be signed by**

*Either*

an agent on behalf of all subscribers

Signed  Date 12.3.2001

Or the subscribers

(i.e those who signed as members on the memorandum of association).

Signed	Taylor Joynson Garrett Carmelite	Date	
Signed	50 Victoria Embankment Blackfriars London	Date	
Signed	EC4Y 0DX Tel: 020 7300 7000 Ref:	Date	
Signed		Date	
Signed		Date	
Signed		Date	

## Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

**The date of birth must be given for every individual director.**

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years**, when the person was a director, **was:**

- dormant,

- a parent company which wholly owned the company making the return,

- a wholly owned subsidiary of the company making the return, or

- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

Friday £100  
NINE  
N.W 086114



**MEMORANDUM AND ARTICLES OF ASSOCIATION  
OF CHARITABLE COMPANY**

**Companies Acts 1985 and 1989  
Company limited by guarantee and not having a share capital**

**MEMORANDUM OF ASSOCIATION OF  
THE ROALD DAHL MUSEUM AND LITERATURE CENTRE**

**1. Name**

The name of the Company is the THE ROALD DAHL MUSEUM AND LITERATURE CENTRE ('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 Objects') are to further the education of the public in the art of literature by the provision and maintenance of a museum and literature centre based on the works of Roald Dahl

**4. Powers**

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

- 4.1 To organise, preserve and provide suitable accommodation for the literary archives of Roald Dahl and related items and materials
- 4.2 To employ a writer and/or illustrator in residence
- 4.3 To promote or carry out research
- 4.4 To provide advice
- 4.5 To publish or distribute information
- 4.6 To co-operate with other bodies
- 4.7 To support, administer or set up other charities
- 4.8 To raise funds (but not by means of **taxable trading**)



- 4.9 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.10 To acquire or hire property of any kind
- 4.11 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.12 To make grants or loans of money and to give guarantees
- 4.13 To set aside funds for special purposes or as reserves against future expenditure
- 4.14 To deposit or invest in 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)
- 4.15 To delegate the management of investments to a financial expert, but only on terms that:
- (1) the investment policy is set down **in writing** for the financial expert by the **Trustees**
  - (2) every transaction is reported promptly to the Trustees
  - (3) the performance of the investments is reviewed regularly with the Trustees
  - (4) the Trustees are entitled to cancel the delegation arrangement at any time
  - (5) the investment policy and the delegation arrangement are reviewed at least once a year
  - (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
  - (7) the financial expert must not do anything outside the powers of the Trustees
- 4.16 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
- 4.17 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.18 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

- 4.19 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.20 To enter into contracts to provide services to or on behalf of other bodies
- 4.21 To establish subsidiary companies to assist or act as agents for the Charity
- 4.22 To pay the costs of forming the Charity
- 4.23 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
  - (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
  - (2) members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
  - (3) members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
  - (4) individual members who are not Trustees but who are also 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
  - (1) as mentioned in clauses 4.18, 5.1(2), 5.1(3) or 5.3
  - (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
  - (3) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
  - (4) payment to any company in which a Trustee has no more than a 1 per cent shareholding

- (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
- (1) the goods or services are actually required by the Charity
  - (2) the nature and level of 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
  - (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:
- (1) declare an interest at or before discussion begins on the matter
  - (2) withdraw from the meeting for that item unless expressly invited to remain in order to provide information
  - (3) not be counted in quorum for that part of the meeting
  - (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 are to be transferred to one or more charities and/or applied for one or more charitable purposes in such manner as the Trustees having regard to the expressed wishes of any donor think fit

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

**9. Interpretation**

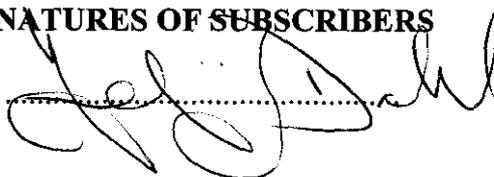
- 9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum
- 9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

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

**NAMES AND ADDRESSES OF SUBSCRIBERS      SIGNATURES OF SUBSCRIBERS**

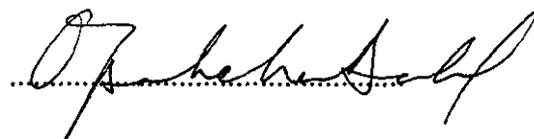
Name            FELICITY ANN DAHL

Address        Gipsy House.....  
Great Missenden.....  
Bucks HP16 OBP....



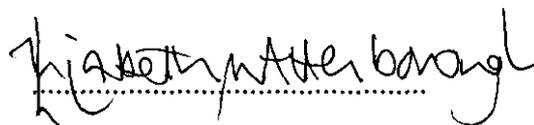
Name            OPHELIA MAGDELENE DAHL

Address        173 Willow Avenue  
.Somerville.....  
.MA 02144 USA....



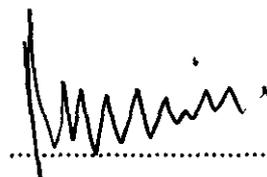
Name            ELIZABETH ATTENBOROUGH

Address        53 Christchurch Road  
East Sheen.....  
London SW14 7AQ...



Name            ROGER HILLS

Address        Equinox.....  
Beckfords.....  
Upper Basildon RG8 8PE

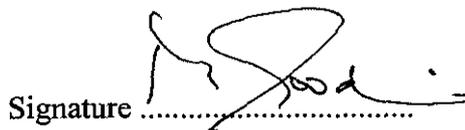


Witness to the above signatures

Name            MARTIN GOODWIN

Address        TAYLOR JOYNSON GARRETT  
.....CARMELITE  
.50 VICTORIA EMBANKMENT  
BLACKFRIARS  
.....LONDON EC4Y 0DX

Occupation    Solicitor



1213101

**Companies Act 1985 and 1989**  
**Company limited by guarantee and not having a share capital**

**ARTICLES OF ASSOCIATION OF**  
**THE ROALD DAHL MUSEUM AND LITERATURE CENTRE**

**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) applies to the Charity in the form required by the Trustees
  - (2) is approved by the Trustees and
  - (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 amounts of any subscriptions
- 1.5 Membership is terminated if the member concerned
  - (1) gives written notice of resignation to the Charity
  - (2) dies or (in the case of an organisation) ceases to exist
  - (3) is six **months** in arrear in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due) or
  - (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 general meetings either personally or (in the case of a member organisation) by an authorised representative. General meetings are called on at least 21 clear 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 two (or one fifth 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 and authorised representatives:
  - (1) receive the accounts of the Charity for the previous financial year
  - (2) receive the Trustees' report on the Charity's activities since the previous AGM
  - (3) accept the retirement of those Trustees who wish to retire or who are retiring by rotation
  - (4) elect persons to be Trustees to fill the vacancies arising
  - (5) appoint auditors for the Charity
  - (6) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice President of the Charity and
  - (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 three 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 consists of at least three and not more than five individuals, all of whom must be members
- 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:
- (1) is disqualified under the Charities Act 1993 from acting as a charity trustee
  - (2) is incapable, whether mentally or physically, of managing his or her own affairs
  - (3) is absent from three consecutive meetings of the Trustees
  - (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)
  - (5) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)
- 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 three meetings each year
- 4.2 A quorum at a meeting of the Trustees is two 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 one 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 meetings of committee
- 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 and 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:

- (1) annual reports
- (2) annual returns
- (3) annual statements of account

- 6.2 The Trustees must keep proper records of:

- (1) all proceedings at general meetings
- (2) all proceedings at meetings of the Trustees
- (3) all reports of committees
- (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 newspaper 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

- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address
- (2) two clear days after being sent by first class post to that address
- (3) three clear days after being sent by second class or overseas post to that address
- (4) on the date of publication of a newspaper containing the notice
- (5) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,
- (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 and in these Articles:

9.1 '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 and the profits of which are liable to tax

'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 including a fax message

'year' means calendar year

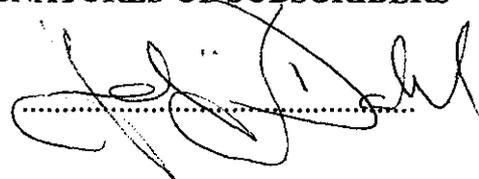
9.2 Expressions defined in the Act have the same meaning

9.3 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 AND ADDRESSES OF SUBSCRIBERS**

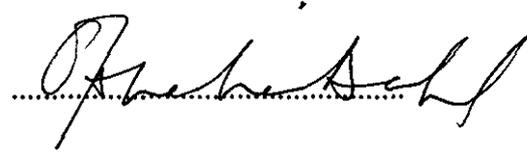
**SIGNATURES OF SUBSCRIBERS**

Name FELICITY ANN DAHL



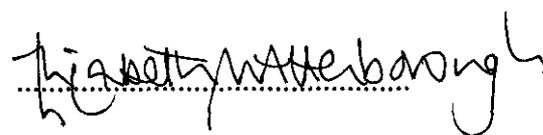
Address Gipsy House.....  
Great Missenden.....  
Bucks HP16 OBP....

Name OPHELIA MAGDELENE DAHL



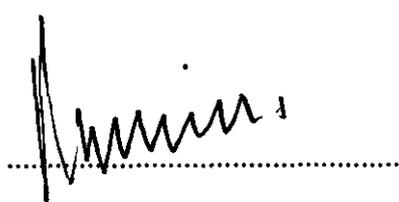
Address 173 Willow Avenue  
.Somerville.....  
.MA 02144 USA....

Name ELIZABETH ATTENBOROUGH



Address 53 Christchurch Road  
East Sheen.....  
London SW14 7AQ...

Name ROGER HILLS



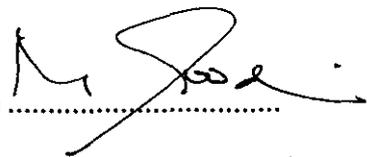
Address Equinox.....  
Beckfords.....  
Upper Basildon RG8 8PE

Witness to the above signatures

Name MARTIN GOODWIN

Address TAYLOR JOYNSON GARRETT  
..... CARMELITE  
..... 50 VICTORIA EMBANKMENT  
..... BLACKFRIARS  
..... LONDON EC4Y 0DX

Occupation Solicitor

Signature   
1213101