

RECEIVED 21 JUL 2010

Company number: 4180639

**The Companies Acts
Company Limited by Guarantee
WRITTEN SPECIAL RESOLUTION
OF**

The Foundation for Social Entrepreneurs ("the Company")

PURSUANT TO CHAPTER 2 OF PART 13 OF THE COMPANIES ACT 2006

Circulation Date: 21st May 2010

We, the undersigned, being a member of the Company who, at the date of the circulation of this resolution, is entitled to attend and vote at general meetings of the Company hereby irrevocably signify our agreement to the following Resolution

SPECIAL RESOLUTION

THAT the regulations set forth in the printed document attached to this resolution entitled "Articles of Association" are hereby approved and adopted as the Articles of Association of the Company, in substitution for and to the exclusion of, all existing Articles thereof

*[To be approved by each member**]*

Print name
Signed by
For and on behalf of Bright Red Dot Foundation Ltd
Date

Print name
Signed by
For and on behalf of The School for Social Entrepreneurs
Date



*****Please see notes on page 3***

Print name

Signed by

For and on behalf of Social Network Scotland

Date

Print name

Signed by

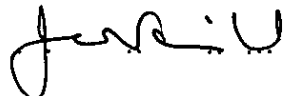
For and on behalf of Changemakers Foundation

Date

Print name

JUDITH McNEILL

Signed by



For and on behalf of Comic Relief

Date

19/7/10

*****Please see notes overleaf***

NOTES

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
 - **By hand:** delivering the signed copy to Raymond Tran at UnLtd, 123 Whitecross Street, London EC1Y 8JJ
 - **Post:** returning the signed copy by post to Raymond Tran at UnLtd, 123 Whitecross Street, London EC1Y 8JJ
 - **Fax:** faxing the signed copy to 0207 7566 1111 marked "For the attention of Raymond Tran"
 - **E-mail** either
 - by attaching a scanned copy of the signed document to an e-mail and sending it to raymondtran@unltd.org.uk , or
 - if the Resolution is circulated by email then by replying to that email so that the original email message is shown and by stating that you approve the Resolution, and by copying raymondtran@unltd.org.uk to your reply
- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 3 Approvals from 75% of the members are required to pass the Resolution. The Resolution will lapse if sufficient agreement has not been received by **23rd July 2010**. If you agree to the Resolution, please ensure that your agreement reaches us in time
- 4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

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*[To be approved by each member**]*

Print name . . .

Signed by .

For and on behalf of Bright Red Dot Foundation Ltd

Date



COMPANIES HOUSE

Print name

Signed by

For and on behalf of The School for Social Entrepreneurs

Date

*****Please see notes on page 3***

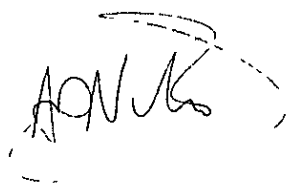
Print name

Signed by

For and on behalf of Social Network Scotland

Date

Print name Adam Nichols

A handwritten signature in black ink, appearing to read 'A. Nichols', enclosed within a dashed-line oval.

Signed by

For and on behalf of Changemakers Foundation

Date 12th July 2010

Print name

Signed by

For and on behalf of Comic Relief

Date

*****Please see notes overleaf***

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*[To be approved by each member**]*

Print name:

Signed by:

For and on behalf of Bright Red Dot Foundation Ltd

Date.



A13
29/07/2010
COMPANIES HOUSE

Print name

Signed by:

For and on behalf of The School for Social Entrepreneurs

Date:

*****Please see notes on page 3***

Print name RODNEY CHARLES STANLEY

Signed by [Signature]

For and on behalf of Social Entrepreneurs Network Scotland

Date: 2nd June 2010

Print name

Signed by:

For and on behalf of Changemakers Foundation

Date:

Print name:

Signed by

For and on behalf of Comic Relief

Date

*****Please see notes overleaf***

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*[To be approved by each member**]*

Print name .. .

Signed by.

For and on behalf of Bright Red Dot Foundation Ltd

Date.

Print name: A. WILSON .. .

Signed by Alexander J. Wilson .. .

For and on behalf of The School for Social Entrepreneurs

Date 22/6/10.



A13

29/07/2010
COMPANIES HOUSE

bb

*****Please see notes on page 3***

Print name.

Signed by

For and on behalf of Social Entrepreneurs Network Scotland

Date

Print name:

Signed by:

For and on behalf of Changemakers Foundation

Date

Print name:

Signed by

For and on behalf of Comic Relief

Date:

*****Please see notes overleaf***

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The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association
of
The Foundation for Social Entrepreneurs

Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
www.bwbllp.com
016270/0042

We, the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum

SIGNATURES, NAMES AND ADDRESSES OF SUBSCRIBERS

Signed by K W. Kirkland and Jeremy Oppenheim

Trustees on behalf of Ashoka (UK) Trust

Witness to the above signatures

Name G. Mynor

Address. 79 Hamlet Gardens,
 London W6 0SX

Occupation. Management Consultant

Date 9 3.01

Signed by A Mawson_____ and Adele Blackburn

Directors on behalf of Bright Red Dot Foundation Limited

Witness to the above signatures:

Name: D. Findlay

Address: 45 Redfiffe Road,
London SE13 0JX

Occupation. Director of Finance

Date 9 3 01

Signed by Ray Sheath and Matthew Pike

Directors on behalf of The Scarman Trust

Witness to the above signatures

Name Paul Birtle

Address 21 Cartwell Street
London SW17

Occupation Charity Director

Date 9 03 01

Signed by Gerard Lemos and James Cornford

On behalf of The School for Social Entrepreneurs

Witness to the above signatures

Name James Smith

Address: 30 Eton Hall, Eton College Road
 London NW3 2DP

Occupation Director

Date 7.3 01

Signed by L Demarco_____ and Rodney Stares_____

On behalf of Social Entrepreneurs Network Scotland

Witness to the above signatures

Name Simon Cattle

Address 9 East Reston Street
 Edinburgh

Occupation Researcher

Date: 2 3 01

Signed by Kiffer Weisselberg and Michael Norton

On behalf of Changemakers

Witness to the above signatures.

Name: Hada El Naggar

Address 68 Haberdasher Street
London N1 6EJ

Occupation. Lecturer

Date 23 2 2001

Signed by Peter Bennet-Jones and Colin Holdes

On behalf of Comic Relief

Witness to the above signatures:

Name D. M Ager

Address: 5th Floor, 89 Albert Embankment
 London SE1 7UD

Occupation: Chartered Accountant

Date: 8 March 2001

The Companies Acts 1985 to 2006

Company Limited by Guarantee and Not having a Share Capital

Articles of Association

of

The Foundation for Social Entrepreneurs

Interpretation

- 1 In these Articles and the Memorandum of Association the following terms shall have the following meanings -

Term	Meaning
1.1 “Act”	the Companies Acts, as defined in section 2 of the Companies Act 2006
1.2 “Articles”	these Articles of Association of the Foundation
1.3 “Board Officers”	those trustees appointed by the Board of Trustees to serve as Chairman, Treasurer, Chair of the Audit Committee, Chair of the Investment Committee, Chair of the Business Development Committee or any other post determined by the Board of Trustees
1.4 “Chairman”	the Chairman of the Foundation who shall be one of the Independent Trustees
1.5 “Changemakers”	Changemakers Foundation, a company limited by guarantee (CRN 04143956), registered charity no 1086178 whose registered office is at Ground Floor, Zetland House, 5-25 Scrutton Street, London EC2A 4HJ

1 6	“clear days”	in relation to the period of a notice, 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
1 7	“Comic Relief”	Charity Projects (operating as Comic Relief) a company limited by guarantee (CRN 1806414), registered charity no 326568 whose registered office is at Hanover House, 14 Hanover Square, London W1S 1HP
1.8	“Community Action Network”	The Bright Red Dot Foundation Limited, a company limited by guarantee (CRN 3635124) registered charity no 1075749 whose registered office is at 32-36 Loman, Street, Southwark, London SE1 0EE
1.9	“electronic communications”	has the meaning ascribed to it in the Electronic Communications Act 2000
1 10	“electronic signature”	has the meaning ascribed to it in the Electronic Communications Act 2000
1 11	“Foundation”	The Foundation for Social Entrepreneurs
1.12	“Independent Trustees”	the Trustees appointed under Article 37 (and “Independent Trustee” shall be construed accordingly)
1.13	“in writing”	means written, printed or transmitted writing including by electronic communication
1.14	“Member Trustees”	the Trustees appointed under Article 40 (and “Member Trustee” shall be construed accordingly)
1.15	“Memorandum”	the Memorandum of Association of the Foundation
1 16	“Office”	the registered office of the Foundation
1.17	“Partners”	Changemakers, Comic Relief, Community Action Network, The School for Social Entrepreneurs and Senscot
1 18	“Secretary”	the Secretary of the Foundation or any other person appointed to perform the duties of the Secretary of the Foundation

- | | | |
|------|---------------------------------------|---|
| 1.19 | “The School for Social Entrepreneurs” | The School for Social Entrepreneurs a company limited by guarantee (CRN 3900741) registered charity no. 1085465 whose registered office is at 18 Victoria Park Square, London, E2 9PF |
| 1 20 | “Senscot” | Social Entrepreneurs Network Scotland an unincorporated association, registered with the Inland Revenue, SC029210 of 54 Manor Place, Edinburgh, EH3 7EH |
| 1.21 | “Trustee” and “Trustees” | the director and directors as defined in the Act, and includes the Member Trustees and the Independent Trustees |
| 1.22 | “Trustee Appointment Meeting” | a meeting as described in Article 37 of the Articles |
2. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Foundation.

Objects

- 3 The Foundation is established to promote the following objectives for the public benefit throughout the world and in accordance with the law of charity in England and Wales for the time being without discrimination as to age, sex, race, religion or opinion:-
- 3.1 The relief of poverty.
- 3 2 The promotion of education and training
- 3 3 The advancement of other charitable purposes beneficial to the community

Powers

4. To promote its objects but not for any other purpose the Foundation may:-
- 4 1 make awards, grants or bursaries to individuals,
- 4.2 promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results,
- 4 3 write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities,

- 4.4 promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays or classes,
- 4 5 provide or procure the provision of counselling and guidance;
- 4.6 purchase, lease, hire, receive in exchange or as a gift any interest whatever in real or personal property and equip it for use;
- 4 7 subject to any consent required by law sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property with or without payment and subject to such conditions as it may think suitable;
- 4.8 subject to any consent required by law borrow and raise money on such terms and security as the Foundation may think suitable;
- 4 9 raise funds and invite and receive contributions from any person(s) provided that the Foundation shall not undertake any permanent trading activities in raising funds;
- 4 10 carry on trade in the course of carrying out any of its objects,
- 4 11 carry on temporary trade ancillary to carrying out its objects;
- 4 12 incorporate wholly owned subsidiary companies to carry on any trade,
- 4.13 employ and pay agents, employees and professional or other advisors,
- 4.14 grant pensions and retirement benefits to employees of the Foundation and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Foundation and their dependants,
- 4 15 establish, promote, support, aid, amalgamate or co-operate with, become a part or member, affiliate or associate of, and act as or appoint trustees, agents, nominees or delegates to control and manage charitable institutions whether corporate or unincorporate with objects similar to its objects and subscribe, lend or guarantee money to such charitable institutions,
- 4 16 undertake and execute any charitable trusts which may lawfully be undertaken by it,
- 4 17 invest and deal with the Foundation's money not immediately required for its objects in or upon any investments, securities, or property,
- 4.18 guarantee and become or give security for the performance of contracts by any person or company,

- 4 19 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments,
- 4.20 purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or unincorporate with objects similar to the Foundation's objects;
- 4.21 pay out of its funds the costs of forming and registering the Foundation,
- 4.22 pay out of the funds of the Foundation the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) 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 Foundation No such insurance shall extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not,
- 4.23 do all such other lawful things as shall further the Foundation's objects.

Payments to Trustees

- 5 The income and property of the Foundation shall be applied solely towards the promotion of its objects set out in these Articles No part shall be paid or transferred directly or indirectly to members or Trustees of the Foundation except for payment in good faith of -
 - 5.1 reasonable and proper wages to any employee (not being a Trustee) for any services given to the Foundation and of reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the duties of any member, officer or employee of the Foundation,
 - 5 2 interest on money lent to the Foundation at a reasonable and proper rate per annum;
 - 5 3 reasonable and proper rent for premises let to the Foundation,
 - 5.4 fees, or other benefits to any company of which a Trustee is also a member holding not more than 1/100th part of the capital;
 - 5.5 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 4 22;
 - 5.6 the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Foundation to act in a professional capacity on its behalf; except that at no time shall a majority of the members of

the Foundation or of the Trustees benefit under this provision and provided that any such member or Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion;

- 5.7 grants to members of the Foundation to carry out activities in fulfilment of the Foundation's objects.

Liability of Members

- 6 The liability of the members is limited
7. Every member of the Foundation undertakes to contribute such amount as may be required, not exceeding £1, to the Foundation's assets if it should be wound up while it is a member or within one year after it ceases to be a member -
- 7.1 for the payment of the Foundation's debts and liabilities contracted before it ceased to be a member;
- 7.2 for the costs, charges and expenses of winding up; and
- 7.3 for the adjustment among themselves of the rights of persons who have contributed to the Foundation's assets

Membership

- 8 The Partners and such other persons as the Partners unanimously agree shall be the members of the Foundation
9. Every member shall appoint an individual to represent it at meetings of the Foundation and the name of such representative and the fact that he or she is the representative of such member shall be noted in the register of members. A member shall be able to replace its representative with another individual by giving notice in writing to the Foundation
10. A member shall cease to be a member.-
- 10.1 on the expiry of at least seven clear days' notice given by it to the Foundation of its intention to withdraw,
- 10.2 if any subscription or other sum payable by the member to the Foundation is not paid on the due date and remains unpaid seven days after notice served on the member by the Foundation informing it that it will be removed from membership if it is not paid. The Trustees may re-admit to membership any member who is removed on this ground on it paying such reasonable sum as the Trustees may determine;
- 10.3 if it makes any arrangement or composition with its creditors generally or it goes into liquidation otherwise than for the purpose of a solvent reconstruction

or amalgamation or has an administrator or a receiver or an administrative receiver (but not an administrative receiver appointed under Section 18 of the Charities Act 1993) appointed over all or any part of its assets or an order is made or a resolution passed for its winding up or being an unincorporated organisation, a majority of its trustees became bankrupt; or

- 10 4 if, at a meeting of the members at which at least 5 of the members are present, a resolution is passed by 75% of the members present resolving that the member be expelled. Such a resolution shall not be passed unless the member has been given at least fourteen clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees. A member expelled by such a resolution shall nevertheless remain liable to pay to the Foundation any subscription or other sum owed by it.

Patron

11. The Trustees may appoint and remove any person as a patron of the Foundation and on such terms as it shall think fit.
- 12 A patron shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Foundation as if a member and shall also have the right to receive accounts of the Foundation when available to members

General Meetings

Annual General Meeting

- 13 The Foundation shall hold an annual general meeting within 18 months of incorporation and afterwards once in each calendar year. Not more than 15 months shall pass between the date of one annual general meeting and the next. It shall be held at such time and place as the Trustees shall think suitable

Other General Meetings

- 14 The Trustees may call a general meeting at any time. The Trustees shall call a general meeting on receiving a requisition to that effect, signed by at least 2 members. In default, the requisitionists may call a general meeting in accordance with the Act.

Length of Notice

- 15 Unless Article 16 applies, an annual general meeting and a general meeting called to pass a special resolution shall be called by at least 21 clear days' written notice and (subject to the Act) any other general meeting shall be called by at least 14 clear days' written notice

- 16 A general meeting may be called by shorter notice if it is so agreed:-
- 16 1 in the case of an annual general meeting, by all the members entitled to attend and vote at that meeting, and
- 16 2 in the case of any other general meeting, by a majority of the members having a right to attend and vote at that meeting Any such majority shall together represent at least 95% of the total voting rights at that meeting of all the members

Contents of Notice

- 17 Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted In the case of an annual general meeting, the notice shall in addition specify the meeting as such. If a special resolution is to be proposed, the notice shall contain a statement to that effect

Service of Notice

- 18 Notice of general meetings shall be given to every member, the Trustees and to the auditors of the Foundation.

Proceedings at General Meetings

- 19 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 duly authorised representative or fifty percent of the total membership, whichever is the greater, shall be a quorum
- 20 If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
- 21 The Chairman, or in his or her absence some other Trustee nominated by the Trustees, shall preside as chair of the meeting, but if neither the Chairman nor such other Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be Chairman and, if there is only one Trustee present and willing to act, he or she shall be Chairman
22. If no Trustee is willing to act as Chairman, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman
- 23 Any Trustee may attend and speak at any general meeting

- 24 The Chairman may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 25 A resolution put to the vote of a meeting shall be decided on a show of hands
- 26 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
- 27 Subject to the Act, a resolution put to the vote of a meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall be entitled to a casting vote in addition to any other vote he or she may have
- 28 The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity or any want of qualification in any of the persons present or voting
29. 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 it 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 signed by or on behalf of one or more members. The date of a written resolution shall be the date on which the last member signs. Copies of all proposed written resolutions of the members shall be sent to the Foundation's auditor before being passed

Votes of members

30. On a show of hands every member present by its representative in person shall have one vote
31. No member may vote on any matter in which it is personally interested, pecuniarily or otherwise, or debate on such a matter without in either case the permission of the majority of the members present at the meeting, such permission to be given or withheld without discussion
- 32 No member shall be entitled to vote at any general meeting unless all monies presently payable by it to the Foundation have been paid.

- 33 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 chair whose decision shall be final and binding.
- 34 A vote given by the duly authorised representative of a member shall be valid notwithstanding the previous termination of the authority of the person voting unless notice of the termination was received by the Foundation at the Office before the commencement of the meeting or adjourned meeting at which the vote is given

The Trustees

Number of Trustees

35. Unless otherwise decided by ordinary resolution the maximum number of Trustees shall be fifteen (15).

36. The Board

The Board of Trustees shall comprise five (5) Member Trustees and ten (10) Independent Trustees

37. Trustee Appointment Meeting

- 37 1 The Trustees shall convene a meeting of the Board as a Trustee Appointment Meeting to be held in March each year, at which the Trustees shall appoint the Independent Trustees in accordance with Article 38 and the Member Trustees shall be appointed in accordance with Article 40. The Trustees shall give the members 21 clear days' notice of the date of the meeting

38. Appointment of Independent Trustees

- 38 1 At each Trustee Appointment Meeting the Trustees shall appoint so many Independent Trustees as shall leave 10 Independent Trustees in office immediately after the conclusion of the meeting. For the avoidance of doubt the Independent Trustees may participate in the appointment of Independent Trustees.
- 38.2 Each Independent Trustee shall retire from office at the third Trustee Appointment Meeting following the commencement of his or her term of office. The retirement shall take effect at the conclusion of the meeting
- 38 3 Subject to Articles 38.4, 38 5 and 38.7, retiring Independent Trustees may be reappointed but an Independent Trustee who has served and completed two consecutive terms of office must take a break from office and may not be reappointed until they have remained out of that office for at least one year following the last such term

- 38 4 Any Independent Trustee in office prior to the Trustee Appointment Meeting held in March 2008, may serve for a period of up to a total of two consecutive terms of office Any Independent Trustee who has served for two consecutive terms of office under this Article 38.4 must take a break from office and may not be reappointed until they have remained out of that office for at least one year following the last such term
- 38 5 Any Independent Trustee appointed by the Board to serve as a Board Officer, may serve for a period of two consecutive terms of office in their position as Board Officer, commencing on the date of their appointment to such position Any Independent Trustee who has served for three consecutive terms of office due to their appointment to the position of a Board Officer under this Article 38.5 must take a break from office and may not be reappointed until they have remained out of that office for at least one year following the last such term
- 38 6 If the Trustees at the meeting at which an Independent Trustee retires do not fill the vacancy, the retiring Independent Trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Independent Trustee is put to the meeting and lost
- 38 7 The Trustees may, other than at a Trustee Appointment Meeting, appoint a person who is willing to act to be an Independent Trustee, either to fill a vacancy or as an additional Independent Trustee, provided that the appointment does not cause the total number of Trustees to exceed 15. An Independent Trustee so appointed shall hold office only until the next following Trustee Appointment Meeting and his or her time in office from his or her appointment under this Article 38 7 until such meeting shall not count as a term of office as an Independent Trustee for the purposes of Articles 38 3 or 38.5. If not reappointed at such Trustee Appointment Meeting, he or she shall vacate office at the end of the meeting
- 38.8 The Board may dismiss an Independent Trustee by a resolution passed by a two thirds' majority of the Trustees present and voting at a duly convened meeting provided :
- At least 21 days' notice has been given of the meeting
 - The Independent Trustee in question has been advised of the reasons for the resolution and is given an opportunity to circulate comments to the Trustees in writing and to address the Board
- 38 9 Independent Trustees shall be appointed by the Board to serve as Board Officers.

39. The Member Trustees

Each member may appoint one Trustee in accordance with Article 40

Appointment of Member Trustees

- 39 1 Each member may appoint a Trustee by serving written notice on the Secretary at the Office,
- 39 1 1 on the date of any Trustee Appointment Meeting at which its appointed Trustee is to retire or at which it will not be represented by an appointed Trustee other than one appointed under Article 40 1.2 The term of office of a Trustee appointed under this Article 40 1.1 shall begin at the end of such Trustee Appointment Meeting; or
- 39.1 2 to fill a vacancy arising other than at a Trustee Appointment Meeting, provided that the appointment does not cause the total number of Trustees to exceed 15. A Member Trustee so appointed shall hold office only until the next following Trustee Appointment Meeting and his or her time in office from his or her appointment under this Article 40 1.2 until such meeting shall not count as a term of office as a Member Trustee for the purposes of Article 40.3. If not re-appointed under Article 40.1.1 on the date of such Trustee Appointment Meeting, he or she shall vacate office at the end of the meeting
- 39.2 Each Member Trustee shall retire from office at the third Trustee Appointment Meeting following the commencement of his or her term of office. The retirement shall take effect at the conclusion of the meeting
- 39 3 Subject to Articles 40.1.2 and 40.4, retiring Member Trustees may be reappointed but a Member Trustee who has served and completed two consecutive terms of office must take a break from office and may not be reappointed until they have remained out of office for at least one year following the last such term
- 39 4 Any Member Trustee in office prior to the Trustee Appointment Meeting held in March 2008, may serve for a period of up to a total of three consecutive terms of office. Any Member Trustee who has served for three consecutive terms of office under this Article 40 4 must take a break from office and may not be reappointed until they have remained out of that office for at least one year following the last such term.
- 39.5 Each member may dismiss its appointed Trustee at any time by serving written notice on the Secretary at the Office
- 39.6 If a majority of the Trustees request by written notice to a member to replace its appointed Trustee, the appointor shall within a reasonable period exercise its powers under Article 40 to dismiss the Trustee in question and appoint another in his or her place

Limitations on appointment of Trustees

40. No person may be appointed as a Trustee
- 40.1.1 if he or she has not attained the age of 18 years, or
- 40.1.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of Article 42
- 40.2 No person may be elected as an Independent Trustee if he or she is or has within the preceding twelve months been a director, member or employee of or otherwise associated with any member of the Foundation.

Disqualification and removal of Trustees

41. The office of a Trustee shall be vacated if:-
- 41.1 he or she ceases to be a Trustee by virtue of any provision of the Act or he or she becomes prohibited by law from being a Trustee, or
- 41.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally, or
- 41.3 he or she is, or may be, suffering from mental disorder and either:-
- 41.3.1 he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
- 41.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs; or
- 41.4 he or she resigns his or her office by notice to the Foundation (but only if at least two Trustees will remain in office when the notice of resignation is to take effect)
- 41.5 he or she is dismissed pursuant to Article 38.6 or 40.4

Powers of Trustees

42. Subject to the provisions of the Act, the Memorandum and the Articles, the business of the Foundation shall be managed by the Trustees who may exercise all the powers of the Foundation. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if

that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees

- 43 The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Foundation for such purposes and on such conditions as they determine

Regulations

44. The Trustees shall have power from time to time to make, repeal or alter regulations as to the management of the Foundation and its affairs, as to the duties of any officers or employees of the Foundation, as to the conduct of business by the Trustees or any committee and as to any of the matters or things within the powers or under the control of the Trustees provided that such regulations shall not be inconsistent with the Memorandum or the Articles.

Delegation of Trustees' powers

45. The Trustees may delegate any of their powers or the implementation of any of their resolutions to any committee in accordance with the following conditions:
- 45.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number), and
- 45.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify, and
- 45.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary, and
- 45.4 all delegations under this Article shall be revocable at any time,
- 45.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as they may from time to time think fit; and
- 45.6 in particular the Trustees shall establish
- an Awards and Fellowship Committee,
 - an Audit Committee
 - an Investment Committee

- 46 For the avoidance of doubt, the Trustees may (in accordance with Article 46) delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustees, provided always that no committee shall incur expenditure on behalf of the Foundation except in accordance with a budget which has been approved by the Trustees.
- 47 The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any regulations made by the Trustees

Investment Management

48. The Trustees may appoint an investment manager and delegate investment management to such investment manager in accordance with the provisions of the Trustee Act 2000 as it applies to charity trustees

Expenses of Trustees

- 49 The Trustees may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or separate meetings of the holders of debentures of the Foundation or otherwise in connection with the discharge of their duties.

Proceedings of the Trustees

- 50 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
51. Two Trustees may, and the Secretary at the request of two Trustees shall, call a meeting of the Trustees Notice of every meeting of the Trustees stating the general particulars of all business to be considered at such meeting shall be sent by post to each Trustee at least seven clear days (excluding Saturdays, Sundays and Bank Holidays) before such meeting unless urgent circumstances require shorter notice, but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not specified in such general particulars
52. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall have a second or casting vote.
53. The quorum for the transaction of the business of the Trustees shall be five.
- 54 The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number but, if and so long as the number of Trustees is

less than the number fixed as a quorum, the Trustees may act for the purpose of increasing the number of Trustees to that number or of summoning a general meeting of the Foundation but for no other purpose

- 55 The Chairman shall preside at every meeting of Trustees at which he or she is present. If there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chair of the meeting.
- 56 All acts done by a meeting of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote
- 57 A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees shall be as valid and effectual as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held and may consist of several documents in the like form each signed by one or more Trustees. The date of a written resolution of the Trustees shall be the date on which the last Trustee signs
58. A meeting of the Trustees may be held either in person or by suitable electronic means agreed between the Trustees in which all participants may communicate simultaneously with all other participants

General

Secretary

59. Subject to the provisions of the Act, the Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit and may be removed by them

Minutes

60. The Trustees shall cause minutes to be made in books kept for the purpose:-
- 60 1 of all appointments of officers made by the Trustees, and
- 60 2 of all proceedings at meetings of the Foundation and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding

meeting, shall, as against any member or Trustee of the Foundation, be sufficient evidence of the proceedings

Accounts and Reports

- 61 The Foundation may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Foundation may be inspected by the members but subject thereto the statutory books and accounting records shall be open to inspection by the members during usual business hours
62. The Trustees shall comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:
- 62 1 annual reports,
- 62 2 annual returns,
- 62.3 annual statements of account.

Notices

63. Any notice to be given to or by any person pursuant to the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice A notice calling a meeting of the Trustees need not be in writing
64. The Foundation may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at its registered address or by leaving it at that address or by electronic communication to an address provided for that purpose or posted on a website where the recipient has been notified of such posting in a manner agreed by it A member whose registered address is not within the United Kingdom and who gives to the Foundation an address within the United Kingdom at which notices may be given to it shall be entitled to have notices given to it at that address, but otherwise no such member shall be entitled to receive any notice from the Foundation
- 65 A member present by its representative at any meeting of the Foundation shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
66. Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication has been transmitted to the proper address shall be conclusive evidence that the notice was given A notice

shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication at the expiration of 48 hours after the time it was transmitted.

Indemnity

- 67 Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer of the Foundation shall be indemnified out of the assets of the Foundation against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Foundation , and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

Trustees' Indemnity Insurance

- 68 The Trustees shall have power to resolve pursuant to Article 4 22 to effect trustees' indemnity insurance, despite their interest in such policy.

Winding-up

- 69 If any property remains after the Foundation has been wound up or dissolved and all debts and liabilities have been satisfied it shall be given or transferred to some other charitable institution or institutions having similar objects to those of the Foundation and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as Article 5 imposes upon the Foundation. The institution or institutions which are to benefit shall be chosen by the members of the Foundation at or before the time of winding up or dissolution

Exclusion of model articles

70. The relevant model articles for a company limited by guarantee are hereby expressly excluded