

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY GUARANTEE**  
**SPECIAL RESOLUTION**  
**of**  
**SLOW FOOD UK LIMITED (the "Company")**  
**Company No: 5530294**

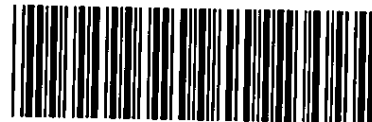
An Extraordinary General Meeting of the members of Slow Food UK Limited was  
duly convened and held at the Birmingham and Midland Institute,  
Margaret Street, Birmingham B3 3BS  
on the 20th day of October 2007

**At the above meeting the members resolved, by Special Resolution, that:**

That new Articles of Association in the form produced to the Meeting and initialled  
by the Chairman for identification purposes be adopted in substitution for the existing  
Articles of Association of the Company

  
\_\_\_\_\_  
Chairperson

SATURDAY



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22/12/2007  
COMPANIES HOUSE

**THE COMPANIES ACTS 1985 AND 1989**

**MEMORANDUM AND ARTICLES OF ASSOCIATION  
OF  
SLOW FOOD UK LIMITED**

as amended by a special resolution dated 3 February 2007

and further amended by a special resolution  
dated 20 October 2007

Incorporated on 8 August 2005

Company No: 5530294

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Registered Office  
Unit 3, Alliance Court, Eco Park Road, Ludlow, Shropshire SY8 1FB  
Tel: 01584 879599

COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

SLOW FOOD UK LIMITED

- 1 The name of the company is "Slow Food UK Limited" (hereinafter called "the Company")
- 2 The registered office of the Company will be situated in England and Wales
- 3 The object of the Company shall be to advance the education of the public by promoting and increasing their awareness of the diversity of local and indigenous foods (including drinks), by increasing their knowledge and appreciation of cultural traditions and customs, the way in which such food is produced and the effects this can have on human health and the protection of diverse habitats required to sustain bio-diversity
- 4 In furtherance of the above objects, but not otherwise, the Company shall have the following powers
  - a) to promote, organise, manage and participate in educational activities, including within schools and universities, through research projects, coordination, training and refresher courses, which focus on full implementation of the rights herein, health education, sensory and taste education and the development of a proper food culture,
  - b) to develop, carry out and disseminate research appropriate to the fulfilment of the objects of the Company,
  - c) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any other rights or privileges which the Company may think necessary for the promotion of its objects,
  - d) to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects,
  - e) to obtain, collect and receive money and funds by way of contributions, donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Company's objects or any of them and to hold funds in trust for same,
  - f) to borrow or raise money for the Company on such terms and on such security as may be thought fit,
  - g) to co-operate with any charity, voluntary body, statutory authority, company or undertaking operating (in the opinion of the Board) in furtherance of the objects or for similar purposes and to exchange information and advice with them,
  - h) to establish and support or aid in the establishment and support or to amalgamate with any other company, undertaking, charitable institutions or associations whose objects may be (in the opinion of the Board) in any way connected with the purposes of the Company or calculated to further its objects,
  - i) to make grants or loans of money and to give guarantees and indemnities on any terms, and to support and subscribe to any charitable or public objects,
  - j) to act as agent or broker or trustee for any person, firm or company, and to undertake and perform any contract,
  - k) to invest and deal with the Company's money in any manner and to hold or otherwise deal with any investments made,
  - l) to sell, improve, develop, exchange, let on rent, royalty or otherwise and in any manner deal with or dispose of all or any of property and assets for the time being of the Company subject to the provisions of this Memorandum of Association,
  - m) to engage or employ such personnel (not being members of the Board), whether as employees, consultants, contractors or advisers, and subject to Clause 6 of the Memorandum, to reward any person, firm or company rendering services to the company by cash payment or by any other means,
  - n) to open and operate bank accounts and other facilities for banking in the name of the Company,
  - o) to enter into any contracts with any company, undertaking and statutory, voluntary or other bodies as are considered (in the opinion of the Board) necessary or convenient for the achievement of the Company's objects,
  - p) to raise funds and invite and receive contributions from any person and persons whatsoever by the way of subscription and otherwise Provided that wherever possible all efforts are made to ensure ethical practices are followed,
  - q) to pay out of the Company's funds premiums on insurance policies to cover the liability of the directors which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company but any such insurance or indemnity must not extend to any claim arising from criminal neglect or deliberate default on their part,
  - r) to purchase, acquire and obtain an interest, trademarks, copyrights, etc as are considered necessary or convenient for the achievement of the Company's objects,
  - s) to acquire the whole or any part of the business assets of any person, firm or company carrying on any activities in support of the objects of the Company and to give any form of consideration in return for the business assets,
  - t) to issue debentures or debenture stock, whether permanent or redeemable or repayable, at par or at a premium or discount, and for such consideration and with and subject to such rights and conditions as the Board may think fit,

- u) to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which (in the opinion of the Board) is likely to assist or benefit the Company, and to subscribe for or otherwise acquire all or any part of the shares or securities of any such company,
- v) to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of holding company or fellow subsidiary of the Company and of their spouses, children and other relatives and dependants, and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained,
- w) to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, and to accept anything of value in return,
- x) to do all such other lawful things as may be necessary for the attainment of the above objects or any of them, and
- y) to do all or any of the things or matters permitted by this Memorandum of Association in any part of the world, and as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractor or otherwise and whether alone or in conjunction with others.

**PROVIDED THAT**

- z) 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,
- aa) the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers

5 In carrying out its objects the Company shall seek to ensure equality of opportunity for all sections of the community in its own affairs and in access to facilities provided by the company

6 The income and property of the Company shall be applied solely towards the promotion of its objects set out in the Memorandum of Association, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever by way of profit to the members of the company, **PROVIDED THAT** nothing shall prevent any payment in good faith by the Company

- a) Of the usual professional charges for business done by any member of the Company or of the Board who is a solicitor, accountant or other person engaged in a profession, or by any partner of her or his, when instructed by the Company to act in a professional capacity on its behalf provided that at no time shall a majority of the Board benefit under this provision and that a member of the Board shall withdraw from any meeting at which her or his appointment or remuneration, or that of her or his partner, is under discussion, and provided also that nothing shall authorise a member of the Board or her/his firm to act as auditor to the Company,
- b) Of interest on money lent by any member of the

company (or of its Board) at a rate per annum not exceeding 2 per cent below the base lending rate of the Company's bankers from time to time,

- c) Of reasonable and proper rent for premises demised or let by any member of the company (or of its Board),
- d) Of fees, remuneration or other benefits in money or money's worth to a company of which a member of the board may be a member holding not more than 1/100th part of the capital of the company,
- e) Of grants, loans, donations or any other kind of financial assistance to any individual, organisation, firm, company, society or statutory authority which is a member of the Company or of its board or is represented on the Board provided that any such assistance is in furtherance of the objects of the Company,
- f) Of payment of any premium in respect of any insurance as permitted by clause 4(q),
- g) To any member of the Board employee or member in respect of reasonable out-of-pocket expenses.

7 The liability of the members is limited

8 Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time s/he is a member, or within one year afterwards, for the payments of the debts and liabilities of the Company contracted before the time at which s/he ceases to be a member and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves such amount as may be required not exceeding one pound

9 In the event of the winding up or dissolution of the Company, after the satisfaction of all its debts and liabilities, the assets remaining shall not be distributed amongst the members of the Company, but shall be transferred in the furtherance of its objects to one or more companies, organisations or institutions that exist for objects similar to or compatible with any of the objects of the Company (each of which has restrictions in its constitution or governing document on the distribution of profits and surpluses that are at least as restrictive as those in this Memorandum of Association) as may be determined by a General Meeting at the time of or prior to the winding up or dissolution of the Company

We, the several persons whose names, addresses, signatures and descriptions are below subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association

**Names, Signatures, Addresses and Occupations of Subscribers**

Susan Victoria Miller  
Marketing Director  
12 Cotham Road South  
Bristol BS6 5TZ

John Graham Fleming  
Graphic Designer  
130 Corve Street  
Ludlow  
Shropshire SY8 2PG

28 July 2005

Witness to the above signatures

David Fleming  
Freelance Consultant  
1 Sycamore Close  
Ludlow SY8 2PE

**COMPANIES ACTS 1985 & 1989**

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

**ARTICLES OF ASSOCIATION**

**OF**

**SLOW FOOD UK LIMITED**

**Interpretations**

**1 1 In these Articles**

"Act" means the Companies Act 1985 as amended by the Companies Act 1989 and any modification, amendment, consolidation, re-enactment, or replacement of it, including, without limitation, the Companies Act 2006

"Board" means all those persons for the time being appointed to perform the duties of directors of the Company

"Company" means the above-named company

"Employee" means any person holding a contract of employment with the Company

"International Association" means "Slow Food" the international body of the Slow Food Movement

"International Executive Committee" means the interim deliberative and consensus building entity of the International Association "Slow Food" which oversees the international Slow Food movement

"Local Authority associated person" means

- (a) a member of a local authority,
- (b) an officer of a local authority,
- (c) a person who had at any time in the preceding four years been a member of a local authority,
- (d) any other person so defined in Section 69(5) of the Local Government and Housing Act

"Local Convivia" means the Slow Food Movement's basic organisational structure within which members carry out their activity in their country of activity

"Member" means as such term is defined in article 2 of these Articles,

"members of Slow Food resident in UK" means members of the International Association resident in the United Kingdom who have consented to become a member of the Company

"National Statute" is a document that was approved by a majority of the Members of the Company present at the first Annual General Meeting of the Company, and which may be amended by a majority of the Members at subsequent General Meetings of the Company. The National Statute prescribes how Members of the Company may elect the Board and contains other regulations relating to the operation of the Company

"Seal" means the common seal of the Company

"Secretary" means any person appointed to perform the duties of the Secretary of the Company

1 2 "in writing" shall be taken to include references to printing, photocopying and other modes of representing or reproducing words in a visible form

1 3 Words importing the singular number shall include the plural and vice versa unless a contrary intention appears. Words importing persons shall include bodies corporate and associations if not inconsistent with the context. Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act

1 4 Any statutory instruments or regulations from time to time in force shall be deemed to apply to this Company, whether or not these Articles have been amended to comply with such instrument or regulation

1 5 In these Articles where the context admits, words and phrases which are defined in or for the purpose of the Act have the same meaning in these Articles (unless otherwise expressly defined in these Articles)

**Members**

**2 1 The Members of the Company shall be**

- (a) the individuals who had subscribed to the Memorandum of Association and Articles of Association,
- (b) any individual that
  - (i) intimates an intention to become a Member of the Company through written application to the Company (including, without limitation, an application made by electronic means on the Internet) and thereby consents to become a Member of the Company by providing his or her name, address, and e-mail address (if any), and
  - (ii) pays or covenants to pay (by whatever payment method set by the Company) the membership subscription fee set by the Company in respect of membership of the Company, and
  - (iii) has his or her name entered into the Register of Members of the Company as a Member of the Company,

Provided always that if the Company is receiving fifty per cent or more of its funding from a local authority(s) the proportion of a Local Authority associated persons shall not exceed nineteen per cent of the total Members having voting rights at a General Meeting of the Company

**Register of Members**

3 1 The Company shall maintain a Register of Members in which shall be recorded the name, address and if any, the email address, of every Member, and the dates on which he/she became a Member and on which he/she ceased to be a Member

3 2 The name, address, and e-mail address (if any) provided by the

Member shall be entered into the Register of Members by the Secretary within 28 days of receipt. If the 28 days period has expired and the above referred to details have not been entered into the Register of Members the person who has provided such details in order to become a Member shall not become a Member until such details have been entered into the Register of Members

- 3.3 A Member shall notify the Secretary in writing within seven days of a change to any of her or his name, address or email address, if any

#### Cessation of Membership

- 4 The rights and privileges of a Member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the Member ceasing to be such. No Member of the Company is entitled to any refund of subscription or membership fees on ceasing to be a Member for any reason
- 5 A Member shall cease to be a Member if he or she
- (a) resigns in writing to the Secretary, or
  - (b) dies, or
  - (c) is expelled by the Board for conduct deemed by the Board to be prejudicial to the Company provided that any Member whose expulsion is proposed by the Board shall have the right to make representation to the meeting, accompanied by a friend, at which the decision is to be made, or
  - (d) ceases to pay any monies due to the Company and a period of one calendar month since such monies became due has expired,
  - (e) ceases to meet the criteria for membership as described in Article 2

#### General Meetings

- 6 Once in each calendar year the Company shall hold an Annual General Meeting. 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, the first Annual General Meeting shall be held within eighteen months of incorporation
- 7 The business of an Annual General Meeting shall comprise
- (a) the consideration of the annual report and accounts presented by the Board, except that if the first Annual General Meeting takes place less than twelve months after the incorporation of the Company full accounts need not be presented, provided that the accounts are presented to the Members at an Extraordinary General Meeting held prior to them being filed at Companies House,
  - (b) the appointment and the fixing of the remuneration of the auditor or auditors (if any),
  - (c) the confirmation or otherwise of the continuation of membership or retirement of those Board members retiring according to the rules specified in these Articles and in the National Statute, and the appointment of any further Board members according to the rules specified in these Articles and in the National Statute,
  - (d) such other business as may have been specified in the notices calling the meeting
- 8 All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

- 9 The Board may whenever they think fit convene an Extraordinary General Meeting, or an Extraordinary General Meeting may be convened by at least ten per cent of the Members of the Company, as provided by section 368 of the Act
- 10 Decisions at General Meetings shall be made by passing resolutions
- (a) decisions involving an alteration to the Memorandum or Articles of Association of the Company and other decisions so required from time to time by statute shall be made by a Special Resolution. Certain decisions, as required by statute, shall be made by Extraordinary Resolution. A Special Resolution or an Extraordinary Resolution may only be passed by a majority of not less than three-quarters of votes cast by Members at a General Meeting,
  - (b) all other decisions shall be made by Ordinary Resolution requiring a simple majority of votes cast by Members at a General Meeting

#### Notices

- 11 Each Annual General Meeting shall be called by at least forty two clear days notice unless all persons entitled to attend and vote at that Annual General Meeting agree to the calling of the Annual General Meeting with shorter notice. Each Extraordinary General Meeting shall be called by at least twenty one clear days notice unless all persons entitled to attend and vote at that Extraordinary General Meeting agree to the calling of the Extraordinary General Meeting with shorter notice
- 12 Notice of every General Meeting shall be given in writing in person or by post or by email, but in the case of email only if the Member concerned has given his or her prior approval, to every Member of the Company and to the auditors and to such other persons who are entitled to receive notice. The notice shall be given personally, or sent by post or sent by email to each Member at the address or email address recorded in the Register of Members and to other persons at their registered office
- 13 Notice of all General Meetings shall be given exclusive of the day on which it is served and shall specify the exact date, time and place of the meeting. In the case of a General Meeting that is to consider a Special Resolution or any resolution to remove the auditor, such resolution shall be specified in the notices calling that meeting and in the case of all other General Meetings the general nature of the business to be raised shall be specified. Without prejudice to the foregoing, the Company shall make available to Members no less than 21 days before the date of an Annual General Meeting, whether by posting information on the Company's website, sending by email or otherwise, all the documents relevant to the business to be conducted at each Annual General Meeting (including Company's annual report and accounts, and details of those persons standing for election to the Board). In respect of General Meetings the Company shall also provide a form of proxy to each Member for him or her to choose to appoint a proxy if he or she so decides
- 14 Where notice is sent by post or by email, notice shall be deemed to have been served by properly addressing, prepaying and posting the notice and to have been served forty-eight hours after the notice has been posted or emailed
- 15 The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting

## Proceedings at General Meetings

- 16 No Member shall have more than one vote on any question to be decided at a General Meeting
- 17 Only one vote may be cast by or on behalf of each Member on any particular resolution. In respect of a vote of Members to elect persons to the Board, votes of Members shall only be cast in person or by post but not by proxy. In respect of other resolutions any Member may vote in person or may appoint another Member to act as a proxy for a Member who is absent from the meeting provided that any person claiming to act as proxy for any Member shall produce written authorisation signed by the Member in question to act as a proxy on her/his behalf or as authorised as set out in the National Statute. Alternatively a Member may email the identity of their proxy to the Secretary provided that such an email is validated and authenticated using procedures agreed in General Meeting by the Company. A proxy may be instructed by the Member for whom he or she is acting to vote this way or that on a particular resolution, or may be authorised to vote in accordance with her/his own judgement
- 18 No business shall be transacted at a General Meeting unless a quorum of Members is present, and the quorum at General Meetings shall be equal to the square root of the total number of Members of the Company rounded to the nearest whole number. Provided that at no time shall more than fifty per cent of those persons present and eligible to vote be Local Authority associated persons.
- 19 If within half an hour from the time appointed for the General Meeting a quorum is not present, the meeting shall stand adjourned for 30 days at the same time and same place or otherwise as the Board may direct. All Members shall be given such notice as is practicable of such an adjourned meeting. The quorum for a meeting so adjourned shall be twenty three Members
- 20 At every General Meeting the Chairperson of the Company, if there is one, shall preside. If the Chairperson is not present within twenty minutes of the appointed time for the meeting the Members present shall by a majority choose one of their number to act as Chairperson whose function shall be to conduct the business of the meeting in an orderly manner
- 21 In the case of an equality of votes at General Meetings, whether on a show of hands or on a ballot, the Chairperson of the meeting shall not have a second or casting vote and the vote shall be deemed to have been lost
- 22 Subject to the provisions of the Act, a resolution in writing signed by all the Members for the time being shall be valid and effective as if the same had been passed at a General Meeting duly convened and held and may consist of several similar documents each signed by one or more Members.

## Board

- 23 The Company shall have a Board, comprising no less than three and no more than eleven persons, comprised as follows
  - (a) up to eight persons, appointed by the Members of the Company according to the rules stated in the National Statute of the Company. The National Statute may be amended by a majority of the Members at any General Meeting of the Company,
  - (b) one person appointed by the International President of Slow Food,
  - (c) up to two persons appointed by the Board in response to the needs of the Company (but such persons appointed

by the Board shall be ineligible to be Chairperson of the Company)

At the Annual General Meetings the Members of the Company will appoint directors to the Board in accordance with the provisions of the National Statute. Provided always that if the Company is receiving fifty per cent or more of its funding from any local authority the proportion of Local Authority associated persons on the Board shall not exceed nineteen per cent of their total number

- 24 At all Annual General Meetings one-third of the appointed members of the Board, or if their number is not a multiple of three then the number nearest to one-third, shall retire from office. The members of the Board to retire shall be those longest in office since their last election. Regarding members of the Board who have been in office for the same length of time, in the absence of agreement the members to retire shall be decided by lot. Subject to article 27 below, a retiring member of the Board shall be eligible for re-appointment
- 25 Pursuant to article 23 (a) above, notice of intention served by one or more Members to propose a person other than a retiring director for election to the Board shall be given to the Company no later than 28 days prior to the Annual General Meeting at which the election will take place. The form of notice of intention to be used for the purposes of this article 25 will be made available on the Company's website or can be obtained by writing to the Secretary at the Company's Registered Office
- 26 Under no circumstances shall any of the following serve as members of the Board
  - (a) Employees of the Company,
  - (b) persons aged under eighteen years,
  - (c) persons who are bankrupt or who are otherwise disqualified by law from serving as company directors.
- 27 The Board may fill casual vacancies in their number by co-option, provided that such co-opted Board members shall stand down at the next Annual General Meeting following their co-option. If since the last Annual General Meeting, any persons are appointed by the Board pursuant to article 23 (c) and/or any person is co-opted by the Board to fill a vacancy or vacancies pursuant to this article 27, such director shall resign the office of director at the next Annual General Meeting and may propose themselves to the Members for election to the Board. If such persons are elected by the Members to the Board they shall be directors of the Company but be subject to the retirement by rotation provisions in these Articles. If such persons are not elected by the Members to the Board then such persons shall thereafter cease to be eligible to be appointed or co-opted by the Board as directors of the Company
- 28 Membership of the Board shall cease if
  - (a) she or he dies, or
  - (b) she or he resigns in writing to the Secretary, or
  - (c) she or he is absent without the permission of the Board from all of their meetings held within a period of six months without good reason, and the Board decide by a majority vote that by virtue of such absence she or he shall cease to hold office, or
  - (d) she or he in the opinion of the Board ceases to fulfil any of the qualifications for Board membership, or
  - (e) she or he, in the opinion of a majority of the Board, fails to declare an interest according to article 30, or

- (f) she or he is disqualified by law from being a director of a company,
  - (g) she or he is expelled by the Board for conduct deemed by the Board to be prejudicial to the interests of the Company,
  - (h) she or he is, or may be, suffering from a mental disorder and either
    - (i) she or he 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
    - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for her or his detention or for the appointment of a receiver, guardian or other person to exercise powers with respect to her or his property or affairs,
  - (i) if representing a Convivium, the Convivium is wound up or goes into liquidation or removes their endorsement of said individual,
  - (j) if Members recall the election of one member or more members of the Board according to the rules specified by the National Statute
- 29 Board members may be paid all reasonable out-of-pocket expenses incurred by them in attending and returning from meetings of the Board or General Meetings of the Company or in connection with the business of the Company but otherwise – subject to clause 6 of the Memorandum of Association of the Company and article 30 below – shall receive no remuneration
- 30 Subject to the provisions of the Act and clause 6 of the Memorandum of Association, and provided that he or she has disclosed to the Board the nature and extent of any material interest of his, a Board member
- (a) may be party to, otherwise interested in, any transaction or arrangement with the Company, or which the Company is otherwise interested,
  - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any organisation in which the Company is interested, and
  - (c) is not accountable to the Company for any benefit which he or she derives from any circumstance described in article 30(a) and 30(b) above and no transaction or arrangement described in those Articles is voidable because of any director's interest or benefit

For the purpose of this Article 30, a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified, and an interest of which a director has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of his or hers.

- 31 The office of a Board member shall be immediately vacated if he or she ceases to be a Member of the Company for any reason whatsoever under the provisions of these Articles.

## **Powers and Duties of the Board**

- 32 The affairs of the Company shall be managed by the Board who may pay all expenses of the formation of the Company as they think fit and may exercise all such powers of the Company as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting
- 33 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed in such manner as the Board shall from time to time decide, provided that all instruments of expenditure above a certain limit set from time to time by the Board must be signed by at least two Board members.
- 34 Without prejudice to its general powers, the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part of them and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company subject to such consents as may be required by law

## **Proceedings of the Board**

- 35 Members of the Board may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit
- 36 At every meeting of the Board the Chairperson of the Company, if there is one, shall preside. If the Chairperson is not present within twenty minutes of the time appointed for the meeting the Board members present shall appoint one of their number to act as Chairperson, whose function it shall be to conduct the business of the meeting in an orderly manner
- 37 Questions arising at any meetings shall be decided by a majority of votes, each member of the Board present having one vote. In the case of an equality of votes, the Chairperson of the meeting shall not have a second or casting vote and the vote shall be deemed to have been lost
- 38 The Secretary on the requisition of any two Board members shall summon a meeting of the Board by giving reasonable notice to all Board members
- 39 The quorum necessary for the transaction of the business of the Board shall be two members or one-third of the Board, whichever is the greater. Provided that at no time shall more than fifty per cent of those persons present and entitled to vote be Local Authority associated persons.
- 40 The Board may act regardless of any vacancy in their body but, if and so long as their number is less than the minimum prescribed in these Articles, the Board may act for the purposes of increasing the number of Board members to that number, or of summoning a General Meeting of the Company, but for no other purpose
- 41 The Board shall cause accurate records to be made, in books provided for that purposes, of
- (a) the name, details and date of appointment of all persons appointed to office,
  - (b) the names of the Board members, officers, Members and other persons present at all General Meetings, Board meetings and Sub-Committee meetings of the Company,
  - (c) minutes of all proceedings and resolutions at all General Meetings, Board meetings and Sub-Committee meetings of the Company,



(d) all applications of the Seal to any document

- 42 All such records and minutes shall according to the law for the time being in force be open to inspection during normal working hours by any member of the Board
- 43 The Board may delegate any of their powers to Sub-Committees consisting of such members of their body and others as specified by the National Statute and other documents voted by the Members of the Company, and as they think fit Any Sub-Committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Board which regulations shall always include provision for regular and prompt reports to the Board
- 44 All acts done by any meeting of the Board or by any person acting as a member of the Board shall, even if it be afterwards discovered that there was some defect in the appointment of any Board member or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Board member
- 45 A resolution in writing, signed by all the Board members who for the time being are entitled to vote, shall be valid and effective as if it had been passed at a meeting of the Board, and may consist of several similar documents signed by one or more Board members
- 46 The Board may at its discretion invite other persons to attend its meetings, with or without speaking rights, and without voting rights.
- 47 Meetings of the directors may be held by conference telephone or similar equipment so long as the participants can hear each other Such meetings shall be as effective as if the directors had met in person

#### **Honorary Officers**

- 48 The Board shall elect from their own number such honorary officers as they consider fit Any officer elected by the Board may be removed by them, subject to a right of appeal

#### **Secretary**

- 49 The Board shall appoint a Secretary of the Company for such term and at such remuneration and upon such conditions as they think fit, and any Secretary so appointed may be removed by them
- 50 No remuneration may be paid to a Secretary who is also a member of the Board
- 51 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Board member and the Secretary shall not be satisfied by its being done by or to the same person acting in both capacities

#### **The Seal**

- 52 If the Company has a Seal, it shall only be used by the authority of the Board and every instrument to which the Seal shall be applied shall be signed by a Board member and shall be countersigned by the Secretary or by a second Board member Every such application of the Seal shall be minuted

#### **Accounts**

- 53 The Board shall cause proper accounts to be kept in accordance with the law for the time being in force with respect to
- (a) all sums of money received and expended by the Company and the matters in which the receipt and expenditure takes

place,

- (b) all sales and purchases of goods by the Company,
- (c) the assets and liabilities of the Company

Proper accounts shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions.

- 54 The accounts shall be kept at the Registered Office of the Company or, subject to section 222 of the Act, at such other place or places as the Board thinks fit, and shall be open to inspection of all Members during office hours.
- 55 The Board shall from time to time, in accordance with sections 226 and 241 of the Act, cause to be prepared and to be laid before the Company in General Meeting such income and expenditure accounts, balance sheets, and any reports referred to in those sections.
- 56 A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Company in General Meeting, together with a copy of the auditor's report and Board's report shall not less than twenty-one days before the date of the meeting, subject nevertheless to the provisions of section 238(4) of the Act, be sent, or made available on the Company's website, or emailed (provided that the Member concerned has given their prior approval) or otherwise provided, to every Member of and every holder of debentures of the Company, provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures.

#### **Audit**

- 57 Subject to such statutory regulations or exemptions as may be in force, and unless the Company is eligible for and has decided to apply the small company audit exemptions, once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.
- 58 Auditors shall be appointed and their duties regulated in accordance with section 237 and 384 of the Act

#### **Not for Profit Status**

- 59 Clause 6 of the Memorandum of Association relating to the not-for-profit nature of the Company shall have effect as if its provisions were repeated in these Articles.

#### **Indemnity**

- 60 Subject to the provisions of the Act every officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by her or him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in her or his favour or in which he or she is acquitted or in connection with any application in which relief is granted to her or him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

#### **Dissolution**

- 61 Clause 9 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if its provisions were repeated in these Articles

Names, signatures, addresses and occupations of subscribers

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28 July 2005

Witness to the above signatures

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