

**Destination Milton Keynes Limited**  
**Company Number: 05895636**

Resolution of Destination Milton Keynes Limited passed at a General Meeting on 24<sup>th</sup> February 2010

Pursuant to Chapter 3 of Part 13 of the Companies Act 2006 the members of the Company have passed the following resolution as a special resolution of the Company -

That the Company do adopt as the Memorandum and Articles of Association of the Company the revised Memorandum and Articles of Association annexed to this notice

By order of the Board

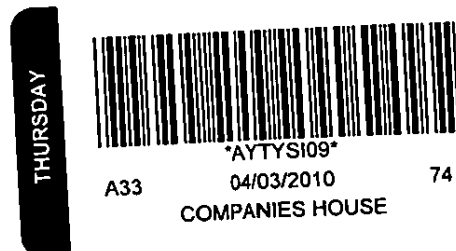
DAVID DEES

  
Company secretary

Destination Milton Keynes Limited

Ashton House, 471 Silbury Boulevard, Central Milton Keynes MK9 2AH

2 March 2010



**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM**  
**and**  
**ARTICLES OF ASSOCIATION**  
**of**  
**DESTINATION MILTON KEYNES LIMITED**  
(Adopted by special resolution on the 24<sup>th</sup> February 2010)

Ashton House  
471 Silbury Boulevard  
Central Milton Keynes  
MK9 2AH

Tel 01908-662277  
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Ref DD Destination MK 63094-1

**THE COMPANIES ACT 2006**

**Company Limited By Guarantee and not having a Share Capital**

**MEMORANDUM OF ASSOCIATION**

**OF**

**DESTINATION MILTON KEYNES LIMITED**

**1 MEANING OF WORDS**

1 1 In this Memorandum of Association the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context

1 2	"Act"	means the Companies Act 2006 as amended by subsequent Acts
	"the Company"	means Destination Milton Keynes Limited
	"the Articles"	means these Articles of Association and the regulations of the Company
	"the Board"	means the Board of the Company consisting of (i) executive directors (ii) non-executive directors , and (iii) a Company Secretary
	"Institutional Member"	means a Member which is a company or organisation
	"Individual Member"	means a Member which is a person
	"Memorandum"	means this Memorandum of Association
	"Month"	means calendar month
	"Member"	means an individual, company or organisation admitted to membership (and not removed from membership pursuant to these Articles) and who has fully paid the fee for membership set by the Board
	"the Office"	means the registered office of the Company
	"in writing"	means written or printed, or partly one and partly another and other ways of showing and reproducing words in a visible form
	"the United Kingdom"	means Great Britain and Northern Ireland

## **2. NAME OF COMPANY**

The name of the Company is Destination Milton Keynes Limited

## **3. REGISTERED OFFICE**

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

## **4. OBJECTS OF THE COMPANY**

4 1 The objects of the Company are

- (a) to unite all interested parties, be they from the public or private sectors, who share the common desire to attract business and leisure visitors to Milton Keynes
- (b) the representation and promotion of the interests of persons concerned with attracting business and leisure tourism to Milton Keynes and the surrounding area, and/or the provision of goods and/or services to such visitors
- (c) the promotion of good business practice amongst the Members,
- (d) the fostering of good relations between the Members and the public,
- (e) the advancement of good relations between the Members and the authorities responsible for the administration and economic development of Milton Keynes and the surrounding area,
- (f) the provision of advice and information and other services to the Members

## **5. WHAT THE COMPANY MAY DO**

5 1 The Company may do anything lawful that may be necessary in order to promote its objects, including the use of the following powers

- (a) to provide an appointing body for the provision of a conference bureau for Milton Keynes,
- (b) to provide an appointing body for the provision of a dedicated website providing information to business and leisure visitors to Milton Keynes,
- (c) to provide a vehicle to support an information service to visitors to Milton Keynes, either by telephone or personal visits,
- (d) to co-operate with other organisations interested in marketing strategies for Milton Keynes' future development,
- (e) to work together with any other individual and/or organisation the Board sees fit in pursuance of the Company's objects,
- (f) to provide a forum for discussion of Member development,

- (g) to collect, examine and disseminate information relevant to the objects of the Company,
- (h) to promote and encourage collaborative activities and projects relevant to Members of the Company,
- (i) to advise and assist in setting up, sustaining and enhancing Member skills,
- (j) to construct, alter, provide, manage, maintain, furnish and fit with all necessary furniture and other equipment any buildings and any other premises or structure or land,
- (k) to employ and pay any employees, officers, servants and professional or other advisers,
- (l) to raise funds and borrow monies invite and receive contributions or grants or enter into contracts seek descriptions or raise monies in any other way,
- (m) to buy, take on lease, sell, lease or otherwise dispose of, hire, charge or mortgage or acquire any land or property of any sort and give or receive any guarantee or indemnity,
- (n) to promote, encourage or undertake study and research and disseminate the results as such,
- (o) to produce, print and publish anything in written or electronic or visual media in furtherance of the Company's objects,
- (p) to provide or procure the provision of services, training, consultancy advice, support, counselling and guidance in the furtherance of the Company's objects,
- (q) to promote or advertise the Company's activities which may include the commissioning of a website for the Company,
- (r) to invest any money that the Company does not immediately need in such investments, securities or properties as the Board shall think fit,
- (s) to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their wives, husbands or other dependents,
- (t) to carry on trade whether the trade is exercised in the course of the actual carrying out of any of the primary objects of the Company or the trade is temporary or ancillary to the carrying out of any of the objects of the Company,
- (u) to establish, promote and otherwise assist any limited company or companies for the purpose of acquiring any property or furthering in any way the objects of the Company through trading and to establish the same as either wholly

owned subsidiaries of the Company or jointly with other persons, companies, Government departments or Local Authorities and to finance the same if the Board sees fit by way of loan or share subscription on commercial terms provided that the Company shall seek professional legal advice before financing such companies,

- (v) to establish support make donations to or join with any companies charitable or otherwise, institutions, societies or associations whose objects are the same as or similar to those of the Company,
- (w) to purchase or otherwise acquire any of the property assets and liabilities of any charity, company, institution, society or association with which the Company is authorised to join and to perform any of their engagements,
- (x) to transfer any of the Company's property assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Company is authorised to join,
- (y) to open and operate banking accounts and other banking facilities,
- (z) to enter into any arrangements with any governments, authorities or any person, company or association necessary to promote any of the Company's objects,
- (aa) to insure any risks arising from the Company's activities,
- (ab) to insure the members of the Board against the costs of a successful defence to a criminal prosecution brought against them as directors or against the personal liability incurred in respect of any act or omission which is or alleged to be a breach of a trust or a breach of duty unless the director concerned knew that or was reckless whether the act or omission was a breach of trust or breach of duty

## **6. USE OF INCOME AND PROPERTY**

The income and property of the Company must be applied solely towards promoting its objects. None of it may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to Members of the Company in any way except as shown below under "Allowed Payments"

## **7 ALLOWED PAYMENTS**

7.1 The Company may pay

- (a) reasonable and proper payments to any officer or servant of the Company who is not a member of the Board for any services to the Company,

- (b) reasonable and proper remuneration for a member of the Board for services actually rendered to the Company including the usual professional charges for business done by any member of the Board who is a solicitor, accountant or other person engaged in a profession or by a partner of his or her instructed by the Company to act in a professional capacity on its behalf, **PROVIDED THAT**
- (i) such member of the Board shall be absent from all meetings at which the terms and conditions of his or her employment with the Company are discussed,
  - (ii) such member of the Board shall not vote on any resolution relating to his or her employment,
  - (iii) the other members of the Board are satisfied that his or her employment or that of his or her firm is both necessary and expedient in the interests of the Company
- (c) reasonable out of pocket expenses to any member of the Board,
- (d) the reasonable and proper payment to a company of which a member of the Board holds not more than one 100<sup>th</sup> share of the capital,
- (e) the reasonable and proper rent of premises demised or let by any Member of the Company or its Board,
- (f) all reasonable and proper premiums in respect of indemnity insurance effected in accordance with the powers in this Memorandum,

**PROVIDED THAT** no Member of the Company or the Board shall be present during the discussion of or voting of any decision to borrow money from or pay rent or other money or benefit to that Member

## **8. ALTERATIONS TO THIS MEMORANDUM**

Alterations to this Memorandum may only be made by special resolution. For a special resolution to be valid 21 clear days' notice of it must be given and 75% of those voting must be in favour of it. Such a resolution may be passed on less notice if 90% of the total number of Members having the right to vote agree in writing.

## **9 LIMITED LIABILITY**

The liability of the Members is limited

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## **10 GUARANTEE BY MEMBERS OF THE COMPANY**

- 10.1 Every Member of the Company agrees to contribute to the Company £1 or any smaller amount required if
- (a) the Company is wound up while he or she is a Member or within a year afterwards, and
  - (b) the Company has debts and liabilities which it cannot meet out of its assets

## **11. WINDING-UP OF THE COMPANY**

If the Company is wound-up or dissolved and there remains any property after all the debts and liabilities have been met, the property shall be distributed amongst the Members in proportion to the value of their contributions to the Company in the year of the Company being wound-up

## **12. SUBSCRIBERS**

We the people whose names and addresses are written below wish to form into a company with this Memorandum of Association

Mrs Jacqueline Mary Inskipp  
The Chapel  
The Knoll  
Sherington  
Newport Pagnell  
Buckinghamshire  
England  
MK16 9NZ

Witness

Signature

Address

Occupation



Mr Anthony Roland Coates Palgrave  
46 Starnford Avenue  
Springfield  
Milton Keynes  
Buckinghamshire  
England  
MK6 3NH

Witness

Address

Occupation

Signature

**THE COMPANIES ACT 2006**

**Company Limited By Guarantee and not having a Share Capital**

**ARTICLES OF ASSOCIATION**

**OF**

**DESTINATION MILTON KEYNES LIMITED**

**1. MEANING OF WORDS**

1 1 In these Articles the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context

1 2	"Act"	means the Companies Act 2006 or as amended by subsequent Acts
	"AGM"	means the annual general meeting of the Company
	"the Company"	means Destination Milton Keynes Limited
	"the Articles"	means these Articles of Association and the regulations of the Company
	"the Auditors"	means the qualified reporting accountant or statutory auditor as the case may be
	"the Board"	means the Board of the Company consisting of (iv) executive directors (v) non-executive directors, and (vi) a Company Secretary
	"Institutional Member"	means a Member which is a company or organisation
	"Individual Member"	means a Member which is a person
	"Memorandum"	means the Memorandum of Association
	"Month"	means calendar month
	"Member"	means an individual, company or organisation admitted to membership (and not removed from membership pursuant to these Articles) and who has fully paid the fee for membership set by the Board
	"the Office"	means the registered office of the Company
	"a Visitor"	means a person so designated by the Board under article 31 2

"in writing" means written or printed, or partly one and partly another and other ways of showing and reproducing words in a visible form

"the United Kingdom" means Great Britain and Northern Ireland

1 3 Words in the singular form include the plural and vice versa

1 4 The words "person" or "people" include corporations

1 5 Apart from the words defined above, any words or expression defined in the Act or any change to the Act in force when these Articles become binding on the Company will have the same meanings in these Articles, provided they are consistent with the subject or context

1 6 headings are not part of the Memorandum or Articles

## **2 THE CONSITUTION OF THE COMPANY, RIGHTS OF INSPECTION BY MEMBERS**

2 1 The Company is established for the objects shown in the Memorandum of Association

2 2 A copy of the Memorandum and Articles and any rules the Board make must be available for inspection at the Office Any Member must be given a copy of these on payment of a reasonable fee fixed by the Board

## **3. MEMBERS**

3 1 The number of Members of the Company is unlimited

3 2 The Company must keep at the Office a register of Members showing their name, address and date of membership

3 3 The register is available for inspection

## **4 MEMBERSHIP**

4 1 Membership is open to any individual aged 18 or over or any company or organisation that the Board decides to admit to membership Prospective Members should apply in writing to the Board at the Office

4 2 Each Member is entitled to one vote at each general meeting

4 3 Each Institutional Member has the right to appoint one representative At any time by giving notice in writing to the Company the Institutional Member can cancel the appointment of its representative and appoint another instead The Institutional Member must confirm the name of its representative at the Company's request The

representative has the right to attend and to vote at general meetings of the Company and any vote given shall be valid unless prior to the vote the Company received written notice ending the representative's authority

4 4 Institutional Members stop being Members in the same way as Individual Members stop being Members

4 5 The Board may establish different categories of membership with different benefits

## **5. CONDITIONS OF MEMBERSHIP**

5 1 Admission to membership is at the sole discretion of the Board

5 2 Members must pay an annual membership fee which will be set at the sole discretion of the Board

## **6. NO TRANSFER OF MEMBERSHIP**

None of the rights of any Member may be transferred or transmitted to any other person

## **7. ENDING OF MEMBERSHIP**

7 1 A Member stops being a Member of the Company if

- (a) the Member resigns from membership by giving notice in writing to the Company,
- (b) membership is ended under Article 8,
- (c) the Member's subscription (if any) remains unpaid three months after it is due and the Board resolves to end that person's membership

7 2 However, the Board may make a resolution allowing anyone no longer eligible for membership to remain a Member on such terms as it thinks fit

7 3 Any Member whose membership ceases before the end of their subscription period will not be entitled to a refund of their subscription monies paid

## **8. SUSPENSION AND REMOVAL FROM MEMBERSHIP**

8 1 The Board may suspend the rights of any Member by giving him, her or it notice in writing of the suspension

8 2 Within 28 days of receiving that notice the Member can send or give an appeal in writing to the Company against the suspension. If no appeal is received, the Member automatically stops being a Member. If an appeal is received within the time limit, the suspension must be considered by the next meeting of the Board. The Member has the right to be heard at the meeting. The meeting must either confirm the suspension or lift the suspension.

8 3 If, after the suspension period set by the Board, the Board is not satisfied that the Member should retain his, her or its membership the Board shall have sole discretion in removing the Member from membership

8 4 In exceptional cases the Board may remove a Member from Membership with immediate effect, without setting a suspension period

## **9. STANDARDS OF CONDUCT**

9 1 Members are required to conduct themselves in a professional manner at all times and shall refrain from acting in a manner which will bring the name of the Company into disrepute

9 2 The Board may set down minimum standards of conduct for Members

9 3 Should the Board decide that a Member has breached this requirement it shall have sole discretion in the action that shall be taken with the Member including (without limitation) suspension of membership and removal from membership

## **10 GENERAL MEETINGS**

Each year, the Company must hold an AGM in addition to any other general meeting in that year. The AGM must be specified as such in the notices calling it. The first AGM must be held within 18 months of the incorporation of the Company after which not more than 15 months must pass between one AGM and the next

## **11 CALLING OF GENERAL MEETINGS**

11 1 The Board may call a general meeting whenever it wishes. Such a meeting must also be called if 5% of the Members of the Company request it

11 2 When calling a meeting the member of the Board or Member must supply details of their reasons for doing so, supply an agenda for the meeting and the exact wording of any resolutions which are to be put to the meeting in writing to the Office

## **12 NOTICE OF MEETINGS**

12 1 An AGM and a meeting called for the passing of a special resolution must be called by giving at least 21 clear days' notice in writing. Other meetings of the Company must be called by giving at least 14 days' clear notice in writing. These notices must specify the place, date and time of the meeting. If special business is to be discussed, full details of the nature of the business must be given. Notice of the meeting must be given to everyone entitled by these Articles to receive it

12 2 However, even if shorter notice is given than that required above, the meeting will be treated as having been correctly called if it is so agreed

(a) in the case of an annual general meeting, by all the Members entitled to attend and vote at it,

(b) in the case of any other meeting, by a majority of the Members who have a right to attend and vote This majority must represent at least 90% of the total membership of the Company Members who have voting rights

### **13 ORDINARY AND SPECIAL BUSINESS AT GENERAL MEETINGS**

At a general meeting other than the AGM all business will be treated as special business At an AGM all business will be treated as special except the consideration of accounts and balance sheets, the reports of the members of the Board and Auditors, the election of members of the Board in place of those retiring, the appointment of auditors, and the fixing of the payments to the Auditors

### **14. QUORUM AT GENERAL MEETINGS**

Business may be done at a general meeting only if a quorum of Members is present when the meeting begins to deal with its business and throughout subsequent deliberations A quorum is 12 or 10% whichever is less unless shown differently below

### **15 ADJOURNMENT IF NO QUORUM AT GENERAL MEETINGS**

15 1 If the meeting is called by the demand of Members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present If called in another way, the meeting must be adjourned to another day, time and place as the Board may decide

15 2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the Members present will be a quorum

### **16. CHAIR**

The chairman (the "Chair") of the Board must preside as chair at every general meeting of the Company If there is no Chair, or if he or she is not present within 15 minutes after the appointed starting time or is unwilling to take the chair, then the members of the Board present must elect one of their number to be Chair of the meeting

## **17. ELECTION OF CHAIR BY MEMBERS**

If at any meeting the Chair is not present and no member of the Board is willing to act as Chair or if no member of the Board is present within 15 minutes after the appointed starting time, the members present must choose one of their number to be Chair of the meeting

## **18. ADJOURNMENT OF THE MEETING**

- 18 1 The Chair may, with the consent of the meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place No business may be done at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place
- 18 2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting Apart from that, it is not necessary to give notice of any adjourned meeting nor of the business to be done at it

## **19. VOTING ON RESOLUTIONS**

- 19 1 At any general meeting a resolution put to the vote of the meeting on ordinary business is decided by a simple majority on a show of hands
- 19 2 Special resolutions will be passed only if 75% or more of the votes actually cast of the Members present at the meeting are cast in favour of it
- 19 3 Members may nominate proxies to attend and vote at meetings on their behalf Notice of a proxy must be lodged at the Office at least 48 hours before the meeting for which the proxy is nominated The Chair in his or her discretion may permit a shorter period A Member whose proxy is present at a meeting is deemed to be present
- 19 4 In the case of a tie the Chair will have a casting vote

## **20. DECLARATION OF CHAIRPERSON IS FINAL**

The Chair's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result The number or proportion of the votes need not be entered in the minute book

## **21. MANAGEMENT BY MEMBERS OF THE BOARD**

- 21 1 The business of the Company is managed by the Board They may pay from the Company's funds all the expenses of promoting and registering the Company They may use all powers of the Company which are not, by the Act or by these Articles,

required to be used by a general meeting of the Company. The members of the Board are at all times governed first by the Act, second by the Memorandum and the Articles, and third by any regulations or standing orders that a general meeting may prescribe.

- 21.2 General meetings cannot make a regulation that overrides the Memorandum and Articles. Nor can they make one which invalidates any prior act of the members of the Board which would otherwise have been valid.

## **22 POWERS OF THE BOARD**

- 22.1 Without prejudice to the generality of the previous Article (Management by Members of the Board) the Board may subject to such consents as the law requires use all the powers of the Company to

- (a) borrow money,
- (b) mortgage or charge its property or any part of it,
- (c) issue debentures, debenture stock or other securities, whether outright or as security for any debt, liability or obligation of the Company or any charitable third party,
- (d) to resolve pursuant to the Memorandum of Association to effect indemnity insurance notwithstanding their interest in such a policy,
- (e) enter employment contracts or contracts for services

## **23 PAYMENT OF SUBSCRIPTIONS**

All Members must pay the subscription that the Board may decide from time to time.

## **24 CHEQUES AND BILLS ETC**

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall indicate the name of the Company in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Board decides from time to time and cheques shall be signed by two Board members unless the Board otherwise decides.

## **25. INDEMNITY OF MEMBERS OF THE BOARD**

- 25.1 In the management of the affairs of the Company no member of the Board shall be liable for any loss to the property of the Company arising by reason of improper investment made in good faith (so long as he or she shall have sought professional advice before making such investment) or for the negligence or fraud of any agent



employed by him or her or by any other Member hereof in good faith (provided reasonable supervision shall have been exercised) although the employment of such an agent was not strictly necessary or by reason of any mistake or omission made in good faith by any Member hereof or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the Member who is sought to be made liable

- 25 2 Subject to the provisions of the Act but without prejudice to any indemnity to which a member of the Board may otherwise be entitled every member of the Board or other officer of the Company shall be indemnified out of the assets of the Company against any loss and liability incurred by him or her in defending any proceedings whether civil or criminal in which judgment was given in his or her favour 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 Company 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

## **26. PAYMENT OF REASONABLE EXPENSES TO MEMBERS OF THE BOARD**

The members of the Board may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Company but shall not be paid any other remuneration save as permitted in the Memorandum of Association

## **27. THE KEEPING OF MINUTES**

- 27 1 The Board must have minutes entered in the minute books
- (a) of all appointments of officers by the Board,
  - (b) of the names of the members of the Board present at each of its meetings and of any committee of the members of the Board,
  - (c) of all resolutions and proceedings at all meetings of
    - (i) the Company,
    - (ii) the Board,
    - (iii) sub-committees of the Board
  - (d) such minutes will be circulated to the members of the Board as soon as possible after each meeting

## **28. THE MAKE-UP OF THE BOARD**

- 28 1 The Board consists of

- (a) the executive directors of the Company, who shall be elected from among and by the Members of the Company at the AGM. Election shall be by a simple majority of votes. There will be not less than two and not more than fifteen directors at any one time. Candidates must be nominated by one Member and the nomination must be seconded by another Member. Election will be for a two year period. If there are more candidates than vacancies available the Board shall hold a secret ballot in such proper form as the Board thinks fit. At the end of that time directors are permitted to stand for re-election for a further two years. Directors are not limited in the number of times they may stand for election.  
Directors will be allocated designated roles at the first Board meeting which follows the AGM,
- (b) not more than five non-executive directors to be elected from among and by the Members at the AGM. Election will be for a two year period. At the end of that time non-executive directors are permitted to stand for re-election for a further two years. If there are more candidates than vacancies available the Board shall hold a secret ballot in such proper form as the Board thinks fit. Non-executive directors are not limited in the number of times they may stand for election. Non-executive directors may be allocated designated roles at the first Board meeting which follows the AGM if the Board thinks fit,
- (c) the company secretary, appointed by the Board, as a (non-voting) member

## **29. CHANGE IN MAKE-UP AND NUMBER OF THE BOARD**

The make-up and number of Board members may be varied but not reduced below two. Variation can only be by resolution approved by two-thirds of the Board and ratified at a general meeting by a vote in favour of the resolution by 75% of the Members present at the meeting.

## **30. NOTIFICATION OF CHANGE OF MEMBERS OF THE BOARD TO THE REGISTRAR OF COMPANIES**

All appointments, retirements or removals of directors must be notified to the Registrar of Companies.

## **31. CO-OPTION OF MEMBERS OF THE BOARD AND VISITORS**

31.1 The Board can appoint anyone to fill a vacancy in the membership of the Board or can co-opt additional members of the Board. No more than three extra members

may be co-opted. They will hold office until the next annual general meeting. They will be eligible for re-election. The maximum number of co-opted members of the Board shall be included in the maximum of fifteen directors in 32.1 a. above.

- 31.2 The Board may invite persons to attend meetings of the Board either on a regular basis or from time to time. Such person shall be designated a Visitor and shall not have a vote. A Visitor may contribute to any deliberations of the Board at the discretion of the Chair.

### **32. ENDING OF BOARD MEMBERSHIP**

- 32.1 A member of the Board must cease to be a member if he or she

- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally or if an Institutional Member becomes insolvent, or
- (b) becomes barred from membership of the Board because of any order made under the Act, or
- (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs, or
- (d) resigns the office by notice in writing to the Company but only if at least two members of the Board will remain in office when the resignation takes effect, or
- (e) is directly or indirectly involved in any contract with the Company and fails to declare the nature of his or her interest in the proper way. The proper way is by giving notice at the first meeting at which the contract is discussed or the first meeting after the member became interested in the contract, or
- (f) is removed from office.

### **33. REMOVAL OF A MEMBER OF THE BOARD BY A GENERAL MEETING**

- 33.1 A general meeting of the Company may remove any member of the Board before the end of his or her period of office whatever the rest of these Articles or any agreement between the Company and the member may say.

- 33.2 Removal can take place only by the Company passing an ordinary resolution saying so. At least 28 days' notice must be given to the Company and at least 21 days' notice to the membership. Once the Company receives such notice it must immediately send a copy to the member of the Board concerned. He or she has a right to respond at the general meeting. He or she also has the right to make a written statement of reasonable length. If the statement is received in time it must be

circulated with the notice of the meeting. If it is not sent out, the member may require it to be read to the meeting.

#### **34. REMOVAL OF A MEMBER OF THE BOARD BY THE BOARD**

If a member of the Board fails to attend three consecutive meetings of the Board or to attend six meetings in any twelve-month period, the Board may resolve that he or she be removed from the Board. The member must be given at least 7 days' notice in writing of the resolution.

#### **35. MEETINGS OF THE BOARD**

35.1 The Board may meet as many times, adjourn and run its meetings as it wishes, subject to the rest of these Articles.

35.2 Questions arising at any meeting must be decided by a majority of votes. Each member of the Board has one vote including the Chair. If the votes are equal, the Chair has a casting vote.

35.3 A member of the Board may, and the Secretary if requested by a member of the Board must, summon a meeting of the members of the Board.

35.4 Where urgent issues need to be dealt with and it is not practicable to call a meeting of the Board, the Chair may arrange votes to be taken on issues by email or telephone. The quorum for a decision to be made will be four responses. If the votes are equal, the chair has a casting vote.

#### **36. QUORUM OF THE BOARD**

A general meeting of the Company must fix the quorum necessary for business to be done at a Board meeting. The quorum must be at least a third of the membership of the Board subject to a minimum of three plus the Chair.

#### **37. VACANCIES ON THE BOARD**

The Board may act despite any vacancy on the Board. If the number of members of the Board falls below the quorum, it may act only to summon a general meeting of the Company.

#### **38. A RESOLUTION MAY BE APPROVED BY SIGNATURE WITHOUT A MEETING**

A resolution in writing signed by all the members of the Board or any sub-committee is as valid as if it had been passed at a properly held meeting of the Board or sub-committee. The resolution may consist of several documents in the same form signed by one or more members of the Board or sub-committee.

### **39. VALIDITY OF ACTS DONE AT MEETINGS**

It may be discovered that there was some defect in the appointment of a member of the Board or someone acting as a member or that he or she was disqualified. If this is discovered, anything done in good faith before the discovery at any meeting of the Board is as valid as if there were no defects or disqualification.

### **40. DELEGATION OF BOARD POWERS TO SUB-COMMITTEES**

- 40 1 The Board may delegate the administration of any of its powers to sub-committees consisting of one or more of its members. A sub-committee must conform to any regulations that the Board imposes on it.
- 40 2 The members of the Board on the sub-committee may (unless the Board directs otherwise) co-opt any person or people to serve on the sub-committee.
- 40 3 All acts and proceedings of the sub-committee must be reported to the Board as soon as possible.
- 40 4 There shall be such other committees, policy groups and networks as the Board shall determine, the rules for which shall be set out in standing orders.

### **41. CHAIRPERSON OF SUB-COMMITTEES**

- 41 1 At the first meeting of the calendar year a sub-committee shall elect a Chair of its meetings initially for a three year period with the option of standing for re-election for a one year period. At least one year shall elapse before standing for the same post again.
- 41 2 If at any meeting the sub-committee's Chairperson is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be Chair of the meeting.

### **42. MEETINGS OF SUB-COMMITTEES**

- 42 1 A sub-committee may meet and adjourn whenever it chooses.
- 42 2 Questions at the meeting must be decided by a majority of votes of the Members present.
- 42 3 The sub-committee must have minutes entered in minute books. Copies of these minutes must be available to all members of the Board.

## **COMPANY SECRETARY**

### **43 APPOINTMENT AND REMOVAL OF THE COMPANY SECRETARY**

The members of the Board appoint the company secretary. They decide his or her period of office, pay and conditions of service. They may also remove the company secretary.

### **44. ACTIONS OF DIRECTORS AND COMPANY SECRETARY**

The Act says that some actions must be taken both by a member of the Board (a director) and by the company secretary. If one person is both a member of the Board and the company secretary, it is not enough for him or her to do the action first as an Board member and then as company secretary.

## **ACCOUNTS**

### **45. PROPER ACCOUNTS MUST BE KEPT**

45.1 The Board must have proper books of account kept in accordance with the law. In particular, the books of account must show

- (a) all amounts received and spent by the Company, and for what,
- (b) all sales and purchases by the Company,
- (c) the assets and liabilities of the Company.

45.2 The books of account must give a true and fair view of the state of the Company's affairs and explain its transactions otherwise they are not proper books of account.

### **46. EXPENDITURE AND INVESTMENTS**

46.1 No money will be committed for expenditure or investment until the necessary funding has been banked.

46.2 Decisions on expenditure and other financial matters will be taken by the Board. The quorum for these decisions will be four in addition to the Chair.

46.3 There will be no less than three signatories of any bank mandate for the Company at any one time. Signatories will be designated by the Board. Two signatures will be required to validate each cheque.

46.4 On-line banking facilities may be operated on such terms as the Board shall determine.

### **47. BOOKS MUST BE KEPT AT THE OFFICE**

The books of account must be kept at the Registered Office of the Company or at other places decided by the Board. The books of account must always be open to inspection by members of the Board.

#### **48 INSPECTION OF BOOKS**

The Board must decide whether, how far, when, where and under what rules the books of account may be inspected by Members who are not on the Board. A Member who is not on the Board may only have the right to inspect a book of account or document of the Company if the right is given by law or authorised by the Board or a general meeting.

#### **49 INCOME AND EXPENDITURE ACCOUNT AND BALANCE SHEETS**

49 1 The Board must, for each accounting reference period, put before a general meeting of the Company

- (a) any income and expenditure accounts,
- (b) a report by the Board on the state of the Company as required by the law,
- (c) a statement of financial activities or such varied reports, statements or accounts as are from time to time required by law.

49 2 The Board must file with the Companies Registrar the annual returns that are required.

#### **50. COPIES FOR MEMBERS**

50 1 Certain documents must be sent to Members of the Company at least 21 days before the date of the AGM. These documents are

- (a) a copy of every balance sheet (including every document required by law to be attached to it) which is to be laid before the Company at the general meeting,
- (b) a copy of any report from reporting accountants or auditors,
- (c) a copy of the report of the members of the Board.

50 2 This article does not require a copy of these documents to be sent to anyone whose address the Company does not know.

#### **51 APPOINTMENT OF REPORTING ACCOUNTANTS OR AUDITORS**

The Company must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Company's income or assets from time to time makes this a legal requirement.

#### **52 SERVICE OF NOTICES**

The Company may give notice to any Member either personally or by delivering it or sending it by ordinary post to his or her registered address. If the Member lacks a registered address

within the United Kingdom, notice may be sent to any address within the United Kingdom which he or she has given the Company for that purpose. If a notice is sent by post, it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. The notice will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post.

### **53. ACCIDENTAL OMISSION OF NOTICE**

If a person entitled to receive a notice of a meeting does not receive said notice because of accidental omission or some other reason, this will not invalidate the proceedings of that meeting.

### **54 WHO IS ENTITLED TO NOTICE OF GENERAL MEETINGS**

54.1 Notice of every general meeting must be given to

- (a) every Member (except those Members who lack a registered address within the United Kingdom and have not given the Company an address for notices within the United Kingdom),
- (b) reporting accountants or auditor of the Company,
- (c) all members of the Board,
- (d) all those with rights of nomination to the Board (if any)

54.2 No-one else is entitled to receive notice of general meetings.

### **55. APPOINTMENT OF SUPPLIERS AND CONTRACTORS**

55.1 When a need is identified for a particular service or product the members of the Board will nominate suitable suppliers or contractors. Where the knowledge of the Board is insufficient, comments will be invited from the Members of the Company who are of the membership level eligible to speak, and have the relevant professional expertise. The level eligible will be set by the Board at the time.

55.2 Guidelines for the nominations to be made by members of the Board and Members will be produced by nominated members of the Board, and voted on by the Board. The quorum for voting will be four. If the votes are equal, the chair has a casting vote.

55.3 If a Member or member of the Board is taken on as a supplier or contractor by the Company they will be excluded from all meetings and unable to vote on all resolutions relating to their contracts with the Company.



## **56. ALTERATION OF THE ARTICLES**

The Company may alter these Articles only by a special resolution. A special resolution must be passed at a meeting of the Members of which 21 days' notice has been given of the intention to pass a special resolution and at which 75% of those voting must be in favour of. Such a resolution may be passed on shorter notice if 90% of Members having the right to vote agree.

## **57 DISSOLUTION OF THE COMPANY**

Any surplus, after all costs have been defrayed and all creditors paid, will be divided between the paid up Members in proportion to the value of their membership fee or contribution appropriate to the current year of membership in which the liquidation occurs.

## **58. SUBSCRIBERS**

We the people whose names and addresses are written below wish to form into a company with these Articles of Association

Mrs Jacqueline Mary Inskipp  
The Chapel  
The Knoll  
Sherington  
Newport Pagnell  
Buckinghamshire  
England  
MK16 9NZ

Witness  
Address  
Occupation

Signature

Mr Anthony Roland Coates Palgrave  
46 Stamford Avenue  
Springfield  
Milton Keynes  
Buckinghamshire  
England  
MK6 3NH

Witness

Signature

Address

Occupation