

Company No. 05966672
PRIVATE COMPANY LIMITED BY GUARANTEE
WRITTEN RESOLUTION
of
UNITED KINGDOM NATIONAL COMMISSION FOR UNESCO
(the Company)

Circulation Date: 21 December 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution be passed as a special resolution (the **Resolution**):

SPECIAL RESOLUTION

- 1 **THAT** the draft articles of association annexed to this Resolution be and are hereby adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

The undersigned, being members of the Company entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agree to the Resolution.

Signed by PROFESSOR ANNE ANDERSON

Date:

Signed by ZAMILA BUNGLAWALA

Date:

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Signed by PROFESSOR DAVID
JOHN DREWRY

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Date:

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Signed by PROFESSOR KIRAN
FERNANDES

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Date:

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Signed by HELEN MARGARET MACLAGAN

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Date:

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Signed by PROFESSOR COLIN
JOHN MCINNES

Date:

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Signed by KAREN MERKEL

Karen Merkel

Date:

17th January, 2019

Signed by JOSEPH NHAN-O'REILLY

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Date:

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Signed by DR ELIZABETH HELEN TAYLOR

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Date:

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Signed by ZAMILA BUNGLAWALA

Date: 17th Jan '19

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FERNANDES

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Date:

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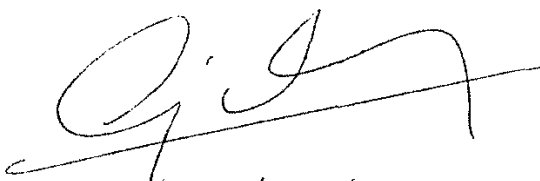
Signed by HELEN MARGARET MACLAGAN

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Date:

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Signed by PROFESSOR COLIN
JOHN MCINNES


16/01/19

Date:

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Signed by KAREN MERKEL

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Date:

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Signed by JOSEPH NHAN-O'REILLY

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Signed by DR ELIZABETH HELEN TAYLOR

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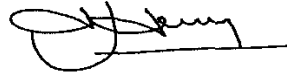
Date:

Signed by ZAMILA BUNGLAWALA

Date:

Signed by PROFESSOR DAVID

JOHN DREWRY



Date:

15 January 2019.....

Signed by PROFESSOR KIRAN
FERNANDES

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Date:

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Signed by HELEN MARGARET MACLAGAN

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Date:

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Signed by PROFESSOR COLIN
JOHN MCINNES

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Signed by PROFESSOR DAVID
JOHN DREWRY

Date:

Signed by PROFESSOR KIRAN
FERNANDES

Date:

Signed by HELEN MARGARET MACLAGAN

Date: 16 Jan 2017 

Signed by PROFESSOR COLIN
JOHN MCINNES

Date:

Signed by KAREN MERKEL

Date:

Signed by JOSEPH NHAN-O'REILLY

Date:

Signed by DR ELIZABETH HELEN TAYLOR

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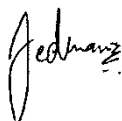
Date:

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JOHN DREWRY

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Date:

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Signed by PROFESSOR KIRAN
FERNANDES

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Date:

17 January 2019.....

Signed by HELEN MARGARET MACLAGAN

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Date:

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Signed by PROFESSOR COLIN
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JOHN MCINNES

Date:

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Signed by KAREN MERKEL

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Date:

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Signed by JOSEPH NHAN-O'REILLY

Jo Reilly
18 January 2019

Date:

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Signed by DR ELIZABETH HELEN TAYLOR

.....

Date:

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NOTES

- 1 If you agree to 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:
 - (a) **By Hand:** by delivering the signed copy to Jonathan Randell-Nash, 50 Broadway, London SW1H 0BL, FAO Jonathan Randell-Nash
 - (b) **By Post:** by returning the signed copy by post to UK National Commission for UNESCO, 50 Broadway, London SW1H 0BL, FAO Jonathan Randell-Nash
 - (c) **By E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to jonathanrandell-nash@bdbpitmans.com. Please enter "UK National Commission for UNESCO written resolution" in the e-mail subject box.
- 2 If you do not agree to the Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
- 4 Unless within 28 days from the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.
- 5 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.

THE COMPANIES ACT 2006

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

ARTICLES OF ASSOCIATION

of

UNITED KINGDOM NATIONAL COMMISSION FOR UNESCO

Company Number: **05966672**

Date of Incorporation: **13 October 2006**

As amended by Special Resolution passed on 18.01.2019



BIRCHAM DYSON BELL

55 Broadway London EC4A 3DF 020 7227 7000
SW1E 2JL United Kingdom F 020 7227 7490
UK VAT No: 264 204 100 E N/A WWW.BDB.CO.UK

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

ARTICLES OF ASSOCIATION

- of -

UNITED KINGDOM NATIONAL COMMISSION FOR UNESCO

DEFINITIONS AND INTERPRETATION

1 Definitions and interpretation

1.1 In these Articles the following words and phrases shall have the following meanings unless the context otherwise requires:

Act	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
Articles	means these Articles of Association;
Board	means the board of Directors;
Company	means United Kingdom National Commission for UNESCO;
clear days	in relation to a period of notice means a 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;
Director	means a director of the Company and includes any person occupying the position of director, by whatever name called;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form	has the meaning given in the Act;
Member	means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;
Memorandum	means the memorandum of association of the Company;
Model Articles	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229)
Objects	The objects of the Company as set out in Article 4;
Ordinary Resolution	<p>means a resolution (of the Members or, if applicable, a class of the Members) that is passed:</p> <ul style="list-style-type: none"> (i) if a written resolution, by Members representing a simple majority of the total voting rights of eligible Members; (ii) on a show of hands at a meeting, by a simple majority of the votes cast by those entitled to vote; (iii) on a poll at a meeting, by Members representing a simple majority of the total voting rights of Members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance;
proxy notice	has the meaning given in Article 16;
Seal	means the common seal of the Company;
Secretary	means any person appointed to perform the duties of the secretary of the Company;
Secretary of State	means the United Kingdom Secretary of State for International Development;
Special Resolution	<p>means a resolution (of the Members or, if applicable, a class of the Members) passed:</p> <ul style="list-style-type: none"> (i) if a written resolution, by Members representing not less than 75% of the total voting rights of eligible Members; (ii) on a show of hands at a meeting, by a majority not less than 75% of the votes cast by those entitled to vote; (iii) on a poll at a meeting, by Members representing not less than 75% of the total voting rights of the Members who (being entitled to do so) vote in

person, by proxy or (if applicable) in advance;

United Kingdom

means the United Kingdom of Great Britain and Northern Ireland.

writing

means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.
- 1.3 All words importing the singular number shall include the plural and vice versa .
- 1.4 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of the Articles.
- 1.5 The Model Articles shall not apply to the Company.

COMPANY DETAILS

2 Name

The name of the Company is United Kingdom National Commission for UNESCO.

3 Registered office

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

OBJECTS AND POWERS

4 Objects

The Company's objects are restricted specifically to the following:

- 4.1 To support the objectives of the United Nations Educational, Scientific and Cultural Organisation ("UNESCO"), and develop the United Kingdom's relationship with and contribution to UNESCO through the promotion of the inseparable goals of peace, mutual understanding and equitable and sustainable human development through the advancement of intellectual co-operation, practical action and the education of the public in particular in the fields of:

- 4.1.1 education;

- 4.1.2 natural sciences;
- 4.1.3 social and human sciences;
- 4.1.4 culture; and
- 4.1.5 communication and information.

5 Powers

In furtherance of the Objects, but not further or otherwise, and in addition to any other powers it may have the Company shall have power:

- 5.1 to develop UK input to UNESCO policy-making and debate, from all parts of the UK and all sections of society;
- 5.2 to build a more effective UNESCO which achieves positive outcomes in areas over which it has competence;
- 5.3 to encourage support in the UK for UNESCO's ideals and work;
- 5.4 to work in partnership with government and maintain close collaboration with the UK Permanent Delegation to UNESCO;
- 5.5 to provide expert analysis, comment and advice as input to UK policymaking on key UNESCO programmes and issues;
- 5.6 to bring to the attention of Government aspects of the UK policy towards UNESCO or matters in which UNESCO has legitimate interest, which in the Company's opinion need to be reviewed or enhanced by government;
- 5.7 to participate as far as practical in UNESCO's programmes, their preparation and evaluation, in debates and in decision-making activities;
- 5.8 to develop a capacity to reach out as broadly as possible to UK civil society, through a wide variety of channels, so as to enable as many people and organisations as possible to understand more about UNESCO, and to participate as widely as possible in its programmes and debates;
- 5.9 to facilitate the management of UNESCO activities in the UK;
- 5.10 to develop constructive working relationships both with the UNESCO Secretariat and with other National Commissions;
- 5.11 to establish a 'Secretariat', consisting of paid employees and/or volunteers, responsible for the day-to-day operations of the Company and support of its various Committees;
- 5.12 to accept any gift or transfer of money or any other property whether or not subject to any special trust;

- 5.13 to raise funds, provided that in doing so the Company shall not undertake any substantial permanent taxable trading and shall comply with any relevant statutory regulations;
- 5.14 to purchase or form trading companies alone or jointly with others;
- 5.15 to buy, take on lease or exchange, hire or otherwise acquire and hold any real or personal estate;
- 5.16 to maintain, alter or equip for use any real or personal estate;
- 5.17 to erect, maintain, improve, or alter any buildings in which the Company for the time being has an interest;
- 5.18 subject to such consents as may be required by law to sell, lease or otherwise dispose of all or any part of the real or personal estate belonging to the Company;
- 5.19 subject to such consents as may be required by law to borrow or raise money and to give security for loans or grants;
- 5.20 to make grants or loans of money and to give guarantees and become or give security for the performance of contracts;
- 5.21 to co-operate, including exchanging information and advice, and enter into arrangements with other bodies, international, national, local or otherwise;
- 5.22 to establish or support any trusts, associations, companies, institutions or other bodies formed for any of the purposes included in the Objects;
- 5.23 to acquire or merge with any other Company formed for any of the Objects;
- 5.24 to enter into partnership, joint venture or other arrangement with any body with objects similar in whole or part to the Objects;
- 5.25 to affiliate to or accept affiliation from any body with objects similar in whole or part to the Objects;
- 5.26 to set aside funds for special purposes or as reserves against future expenditure in accordance with a written reserves policy;
- 5.27 to deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a financial expert (as defined in Article 5.28) and having regard to the suitability of investments and the need for diversification;
- 5.28 to delegate the management of investments to a financial expert but only on terms that:
 - 5.28.1 the investment policy is set down in writing for the financial expert by the Directors;
 - 5.28.2 make provision for appropriate and regular reporting obligations to the Directors or to a committee authorised by the Directors to receive such reports in respect of all transactions and a requirement for the prompt reporting of all transactions over a specified amount;

- 5.28.3 the performance of the investments is reviewed regularly with the Directors;
- 5.28.4 the Directors shall be entitled to cancel the delegation arrangement at any time;
- 5.28.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 5.28.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and
- 5.28.7 the financial expert must not do anything outside the powers of the Directors;

and **financial expert** means a person who is reasonably believed by the Directors to be qualified to give advice in relation to investments by reason of her or his ability in and practical experience of financial and other matters relating to investments;

- 5.29 to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Directors or of a financial expert (as defined in Article 5.28) acting under their instructions and to pay any reasonable fee required;
- 5.30 to insure and arrange insurance cover of every kind and nature in respect of the Company, its property and assets and take out other insurance policies to protect the Company, its employees, volunteers or members as required;
- 5.31 to provide indemnity insurance to cover the liability of the Directors or any other officer of the Company:
 - 5.31.1 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 she or he may be guilty in relation to the Company but not extending to:
 - (a) any liability resulting from conduct which the Directors knew, or must reasonably be assumed to have known, was not in the interests of the Company, or where the Directors did not care whether such conduct was in the best interests of the Company or not;
 - (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors;
 - (c) any liability to pay a fine or regulatory penalty.
 - 5.31.2 to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986 but not extending to any liability to make such a contribution where the basis of the Director's liability is her or his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;

- 5.32 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company provided that the Company may only employ a Director to the extent permitted in Article 6 and subject to compliance with the conditions set out there;
- 5.33 subject to the provisions of Article 6 to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or employees for the time being of the Company or their dependants;
- 5.34 to enter into contracts to provide services to or on behalf of other bodies;
- 5.35 to establish subsidiary companies to assist or act as agents for the Company;
- 5.36 to publish or distribute information;
- 5.37 to hold exhibitions, meetings, lectures, classes, seminars or courses either alone or with others;
- 5.38 to cause to be written, printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents, films, recorded tapes or materials reproduced on electronic media;
- 5.39 to foster and undertake research into any aspect of the Objects and its work and to disseminate and exchange the results of any such research;
- 5.40 to act as trustee of any trust;
- 5.41 to make any charitable donation either in cash or assets;
- 5.42 to obtain any Act of Parliament or other order or authority or to promote, support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interests of the Company;
- 5.43 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company as a company and as a Company;
- 5.44 to do all such other lawful things as are calculated to further the Objects, or any of them, or are incidental or conducive to doing so.

APPLICATION, PAYMENT OR DISTRIBUTION OF THE COMPANY'S PROPERTY AND INCOME AND LIMITED LIABILITY OF MEMBERS

6 Application of income and property

- 6.1 The income and property of the Company shall be applied solely towards the promotion of the Objects.
- 6.2 None of the income or property of the Company may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to Members of the

Company. This does not prevent a Member who is not also a Director of the Company receiving:

- 6.2.1 a benefit from the Company in the capacity of a beneficiary of the Company;
- 6.2.2 reasonable and proper remuneration for any goods or services rendered to the Company;
- 6.2.3 interest on money lent to the Company at a reasonable and proper rate not exceeding either 2% per annum below the base lending rate prescribed for the time being by a clearing bank in London selected by the Directors or 3%, whichever is the greater;
- 6.2.4 reasonable and proper rent for premises demised or let to the Company;
- 6.2.5 any premium in respect of insurance to cover any of the liabilities specified in Article 4.1.

A Member who is also a Director may only receive a benefit, directly or indirectly, in accordance with Article 6.3 below.

6.3 A Director:

- 6.3.1 shall be entitled to be paid reasonable out-of-pocket expenses properly incurred when acting on behalf of the Company;
- 6.3.2 may receive an indemnity from the Company in accordance with Article 36;
- 6.3.3 may benefit from insurance cover, including indemnity insurance, purchased at the expense of the Company in accordance with Article 4.1;

subject thereto, and to Article 8, no Director may receive any payment or other material benefit, directly or indirectly, from the Company unless the payment is expressly permitted in Article 6.4 below and the conditions set out in Article 6.5 are followed.

6.4 A Director may directly or indirectly:

- 6.4.1 receive a benefit in the capacity of a beneficiary of the Company;
- 6.4.2 enter into a contract for the supply of goods or services (including goods supplied in connection with the provision of such services) to the Company other than for acting as a Director;
- 6.4.3 receive interest on money lent to the Company at a reasonable and proper rate not exceeding either 2% per annum below the base lending rate prescribed for the time being by a clearing bank in London selected by the Directors or 3%, whichever is the greater;
- 6.4.4 receive reasonable and proper rent for premises demised or let to the Company;

and a company of which a Director is a member may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a

recognised stock exchange and the Director holds no more than 1% of the issued share capital of that company.

6.5 The authority in Article 6.4 above is subject to the following conditions being satisfied:

- 6.5.1 the remuneration or other sums paid to or for the benefit of the Director do not exceed an amount which is reasonable in all the circumstances;
- 6.5.2 prior to any payment being made to the Director or for her or his benefit (other than in her or his capacity as a beneficiary) an appropriate written contract is concluded between the Director (or relevant person) and the Company containing the full details of her or his duties and obligations to the Company the amount of remuneration payable to her or him and all other relevant terms and conditions and copies of all such contracts are retained by the Company for inspection by any authorised person;
- 6.5.3 the other Directors are satisfied that it is in the interests of the Company to contract with that Director (or relevant person) rather than with someone who is not a Director (or relevant person). In reaching that decision the Directors shall balance the advantage of contracting with the Director (or relevant person) against the disadvantages of doing so (including the loss of the Director's services as a result of dealing with the Director's conflict of interests);
- 6.5.4 a majority of the Directors then in office are not in receipt of such payments;
- 6.5.5 the provisions of Article 7 below are observed in relation to any discussions of the Directors concerning that Director's interest, her or his remuneration or any variation of his remuneration;

and, in this Article, where Article 6.4 applies in respect of a Director indirectly, a **relevant person** is a person (other than the Director) who proposes to enter into a contract with, lend money to or demise or let premises to the Company under Articles 6.4.2, 6.4.3 or 6.4.4 as the case may be.

7 Conflicts of interests

7.1 Whenever a Director has a personal interest (including but not limited to a personal financial interest or a duty of loyalty owed to another organisation or person) directly or indirectly in a matter to be discussed at a meeting of the Directors or a committee of the Directors or in any transaction or arrangement with the Company (whether proposed or already entered into), the Director concerned shall:

- 7.1.1 declare an interest at or before any discussion on the item;
- 7.1.2 withdraw from any discussion on the item save to the extent that she or he is invited expressly to contribute information;
- 7.1.3 not be counted in the quorum for the part of any meeting and any vote devoted to that item; and

- 7.1.4 withdraw during the vote and have no vote on the item.
- 7.2 Where a Director becomes aware of such a personal interest in relation to a matter arising in a resolution in writing circulated to the Directors, the Director concerned shall:
- 7.2.1 as soon as possible declare an interest to all the other Directors;
- 7.2.2 not be entitled to vote on the resolution in writing, and
- the resolution shall take effect accordingly provided that any Director who has already voted on the resolution may, on being notified of the personal interest, withdraw their vote.
- 7.3 Articles 7.1.2 to 7.1.4 and 7.2 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised in the Articles.
- 7.4 If a conflict of interests arises for a Director, which may but need not be because of a duty of loyalty owed to another organisation or person, and the conflict is not authorised by virtue of any other provision in the Articles, then, on the matter being proposed to the Directors, the unconflicted Directors may authorise the conflict of interests (the **authorised conflict**) subject to the conditions in Article 7.5.
- 7.5 A conflict of interests may only be authorised under Article 7.4 if:
- 7.5.1 the unconflicted Directors consider it is in the interests of the Company to do so in the circumstances applying;
- 7.5.2 the procedures of Articles 7.1 and 7.2 (as the case may be) are followed in respect of the authorised conflict; and
- 7.5.3 the terms of Article 6 are complied with in respect of any direct or indirect benefit to the conflicted Director which may arise from the authorised conflict.
- 7.6 Where a conflict is authorised in accordance with Articles 7.4 and 7.5 above, the unconflicted Directors, as they consider appropriate in the interests of the Company, may set out any express terms of the authorisation, which may, but need not, include authorising the conflicted Director:
- 7.6.1 to disclose information confidential to the Company to a third party; or
- 7.6.2 to refrain from taking any step required to remove the conflict,
- and may impose conditions on the authorisation.

8 Charging article

Notwithstanding any other provision of the Articles, any firm, company or organisation which possesses specialist skills or knowledge required by the Company for its proper administration may charge and be paid reasonable charges for work of that nature done by it notwithstanding that one or more of the Directors of the Company is a director or other senior

officer, partner, member or employee of that firm, company or organisation and such charges may include charges in respect of work carried out by such Director.

9 Limited liability of Members

The liability of the Members is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of the same being wound up while she or he is a Member, or within one year after she or he ceases to be a Member, for:

- 9.1 payment of the debts and liabilities of the Company contracted before she or he ceases to be a Member,
- 9.2 payment of the costs, charges and expenses of winding up, and
- 9.3 adjustment of the rights of the contributories among themselves.

10 Surplus assets

- 10.1 If on the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatever of the Company (the **Company's surplus assets**), the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred in accordance with this Article.
- 10.2 The Members of the Company may at any time before, and in expectation of, its dissolution resolve that the Company's surplus assets shall on or before the dissolution of the Company be applied or transferred in any of the following ways:
 - 10.2.1 directly for one of more of the Objects;
 - 10.2.2 to any one or more organisations for purposes which are similar to the Objects; or
 - 10.2.3 to any one or more organisations for use for particular purposes falling within the Objects.
- 10.3 Subject to any such resolution of the Members of the Company, the Directors of the Company may at any time before and in expectation of its dissolution resolve that the Company's surplus assets shall on or before dissolution of the Company be applied or transferred in any of the following ways:
 - 10.3.1 directly for one of more of the Objects;
 - 10.3.2 to any one or more organisations for purposes which are similar to the Objects; or
 - 10.3.3 to any one or more organisations for use for particular purposes falling within the Objects.
- 10.4 In the event of no resolution being passed by the Members or the Directors in accordance with this Article on the winding-up or dissolution of the Company, the Company's surplus assets shall be applied for purposes as directed by the Court.

- 10.5 If the Company is a trustee of any trusts at the time it is wound up or dissolved, the Company shall procure the appointment of a new trustee or trustees of those trusts in the place of the Company.

MEMBERSHIP

11 Members

- 11.1 Any Director shall, by agreeing to become a Director, agree to become a Member of the Company and accordingly shall be admitted to membership of the Company on her or his appointment as a Director.
- 11.2 The Directors of the Company shall be the only Members of the Company, for the time being.
- 11.3 Membership is not transferable.
- 11.4 The Company shall maintain a register of Members.

12 Classes of membership

The Directors may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.

13 Termination of membership

Membership is terminated if:

- 13.1 the Member dies;
- 13.2 the Member retires by written notice to the Company provided that after such retirement the number of Members is not less than two;
- 13.3 any sum due from the Member to the Company has been wholly or partly outstanding for at least six months and the Company serves notice in writing on the Member terminating the membership. In such circumstances the termination of membership shall take effect from the date and time when the notice is served;
- 13.4 the Member is removed from membership by a resolution of the Directors that it is in the best interests of the Company that her or his membership is terminated. Such a resolution may only be passed if:
- 13.4.1 the Member has been given at least 14 clear days notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons for its proposal; and

- 13.4.2 the Member or, at the option of the Member, the Member's representative, who need not be a Member of the Company, has been permitted to make representations to the meeting.
- 13.5 the Member ceases to be a Director.

MEETINGS OF MEMBERS

14 General meetings

- 14.1 The Directors may call general meetings.
- 14.2 On the requisition of Members pursuant to the Act the Directors shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member may call a general meeting in accordance with the provisions of the Act.

15 Notice of general meetings

- 15.1 General meetings shall be called by at least 14 clear days' notice.
- 15.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 90% of the total voting rights at that meeting of all the Members.
- 15.3 The notice shall specify the place, the day and the time of meeting, the general nature of the business to be transacted and a statement pursuant to the Act informing the Member of her or his rights regarding proxies.
- 15.4 Subject to the provisions of the Articles and to any restrictions imposed on any classes of membership, notice of general meeting shall be given in any manner authorised by these Articles to:
- 15.4.1 every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
 - 15.4.2 the auditor for the time being of the Company; and
 - 15.4.3 each Director.

No other person shall be entitled to receive notice of general meetings.

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

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

16 Proxies

- 16.1 A Member is entitled to appoint another person as his proxy to exercise all or any of her or his rights to attend and to speak and vote at a general meeting of the Company.

- 16.2 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:

16.2.1 states the name and address of the Member appointing the proxy;

16.2.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

16.2.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

16.2.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

- 16.3 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

- 16.4 Unless a proxy notice indicates otherwise, it must be treated as:

16.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

16.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

- 16.5 Proxy notices may:

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

16.5.2 in the case of an appointment in electronic form, where an address has been specified for the purpose of receiving documents in electronic form:

16.5.2.1 in the notice convening the meeting, or

16.5.2.2 in any instrument of proxy sent out by the Company in relation to the meeting, or

16.5.2.3 in any invitation in electronic form to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before (not counting any part of a day that is not a working day) the time for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote;

16.5.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before (not counting any part of a day that is not a working day) the time appointed for the taking of the poll; or

16.5.4 in the case of a poll which is not taken forthwith but taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary or to any Director;

and a proxy notice which is not deposited, delivered or received in a manner so permitted shall be invalid.

16.6 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

16.7 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

16.8 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

17 Organisation at general meetings

17.1 No business shall be transacted at any general meeting unless a quorum is present.

17.2 One more than half the total number of persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member, shall be a quorum.

17.3 There shall be a chair of every general meeting:

17.3.1 The chair, if any, of the Directors shall chair every general meeting of the Company.

17.3.2 In her or his absence the vice-chair, if any, of the Directors shall act as chair.

17.3.3 If at any meeting neither the chair nor the vice-chair is present within ten minutes after the time appointed for the holding of the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting.

17.3.4 If there is only one Director present and willing to act, she or he shall chair the meeting.

- 17.3.5 If at any meeting no Director is willing to act as chair or if no Director is present within ten minutes after the time appointed for the holding of the meeting, the Members present shall choose one of their number to chair the meeting.
- 17.4 If within thirty minutes from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting:
- 17.4.1 if convened on the requisition of Members, shall be dissolved;
- 17.4.2 in any other case, shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors may determine.
- 17.5 In relation to adjournment of meetings:
- 17.5.1 the chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;
- 17.5.2 when a meeting is adjourned for fourteen days or more, the Company shall give at least seven clear days' notice of it to the same persons to whom notice of the Company's general meetings is required to be given, and containing the same information which such notice is required to contain;
- 17.5.3 otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

DECISIONS OF MEMBERS

18 Voting at general meetings

- 18.1 A resolution put to the vote of a general meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded by a Member.
- 18.2 Unless a poll is duly demanded, a declaration by the chair and an entry to that effect in the minutes of proceedings of the Company that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 18.3 In the case of an equality of votes, the chair of the meeting shall be entitled to a second or casting vote.

19 Votes of members

- 19.1 Every Member shall have one vote.
- 19.2 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 conclusive.

20 Written resolutions

- 20.1 Save for a resolution to remove a Director before the expiration of his period of office or to remove an auditor before the expiration of her or his term of office, any resolution of the Members may be proposed and passed as a written resolution in accordance with the Act.
- 20.2 A written resolution shall lapse if it is not passed before the end of 28 days beginning with the date on which the resolution is circulated in accordance with the Act.

DIRECTORS

21 Directors

- 21.1 Unless otherwise determined by Ordinary Resolution the maximum number of Directors shall be nine and the minimum number of Directors shall be three.
- 21.2 Subject to Article 22, the Directors shall be those persons notified to Companies House as the Directors of the Company.
- 21.3 A Director may not appoint an alternate director or anyone to act on her or his behalf at meetings of the Directors.

22 Appointment of Directors

- 22.1 Subject to Article 22.3, any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by a simple majority of all the Directors entitled to attend and vote at any meeting of the Directors.
- 22.2 The Directors shall implement a public appointments procedure for new Directors whereby applicants for vacant positions on the Board will be sought through public advertisement and no applicant shall be appointed in accordance with Article 22.1, unless she or he has first been approved by the Secretary of State.
- 22.3 No appointment of a Director, whether by the Company in general meeting or by the other Directors, may be made which would cause the number of Directors to exceed any number fixed as the maximum number of Directors.

- 22.4 Subject to Articles 23 and 24 a Director shall hold office until her or his retirement in accordance with Article 25.

23 Removal of Directors

The Company may, by Ordinary Resolution of which special notice has been given to the Company in accordance with the Act, remove any Director before the expiration of her or his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director.

24 Disqualification or vacation of office of Directors

The office of Director shall be vacated if:

- 24.1 the Secretary of State requires the Director to be removed from office;
- 24.2 the Director ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a Director;
- 24.3 the Director becomes bankrupt or makes any arrangement or composition with her or his creditors generally;
- 24.4 a registered medical practitioner who is treating the Director gives a written opinion to the Company stating that the Director has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 24.5 by reason of the Director's mental health, a court makes an order which wholly or partly prevents the Director from personally exercising any powers or rights which she or he would otherwise have;
- 24.6 the Director resigns her or his office by written notice to the Company provided at least three Directors remain in office after the resignation takes effect;
- 24.7 the Director is absent from all Directors' meetings without leave for one year and the Directors resolve that the office be vacated;
- 24.8 the Director is directly or indirectly interested in any contract with the Company and fails to declare the nature of her or his interest as required by the Act or the Articles;
- 24.9 (should the Company be considered to be a children's Company under section 36 of the Criminal Justice and Court Services Act 2000 or paragraph 4 of schedule 4 to the Safeguarding Vulnerable Groups Act 2006 or any statutory re-enactment or modification of those provisions) the Director is or becomes disqualified from working with children or is or becomes disqualified from acting as a trustee of a children's Company;
- 24.10 (should the Company be considered a vulnerable adults' Company in accordance with paragraph 8 of schedule 4 to the Safeguarding Vulnerable Groups Act 2006 or any statutory re-enactment or modification of that provision) the Director is or becomes disqualified from

working with vulnerable people or is or becomes disqualified from acting as a trustee of a vulnerable adults' Company;

- 24.11 the Director fails to agree to a reasonable request by the Directors for a Disclosure and Barring Service (DBS) check (or equivalent) and the Directors resolve that her or his office be vacated.

25 Retirement of Directors

- 25.1 Subject to Article 25.2, Directors shall be appointed for a term of three years at the end of which she or he shall retire.
- 25.2 Should a Director be appointed chair under Article 27.12.1 and the period for which the Director is elected as chair extend beyond the period for which he/she has been appointed as Director, his/her term of appointment as Director will be extended to match his/her period as chair.
- 25.3 For avoidance of doubt, the number of consecutive years served by a Director prior to the date of the approval of these amended Articles shall be counted when determining the length of time a Director has been in office. If a Director has served a consecutive period of six years or more at the date these amended Articles are approved, the Directors must determine on review whether or not she or he is eligible to stand for election for a further term in accordance with Article 25.4.
- 25.4 A person retiring from the office of Director shall be eligible for re-appointment for a further three year term but, where the retirement is at the end of a consecutive period of six years or more in office, the Director shall not be eligible for re-appointment for a further consecutive term of office, save with the approval of a 75% majority of the Directors, such further term of office not to exceed an additional three years.

26 Powers and duties of the Directors

- 26.1 Subject to the provisions of the Act and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company.
- 26.2 No alteration of the Articles and no direction given by Special Resolution shall invalidate anything which the Directors have done before the making of the alteration or the passing of the resolution.
- 26.3 A meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.

27 Proceedings and decisions of the Directors

- 27.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.

- 27.2 The Directors shall meet at least four times a year.
- 27.3 A meeting of the Directors:
- 27.3.1 may be called by any Director; and
 - 27.3.2 shall, at the request of a Director, be called by the Secretary (if any).
- 27.4 Notice of any meeting of the Directors must indicate:
- 27.4.1 its proposed date, time and subject matter;
 - 27.4.2 where it is to take place; and
 - 27.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 27.5 In fixing the date and time of any meeting of the Directors, the Director calling it shall try to ensure, subject to the urgency of any matter to be decided by the Directors, that as many Directors as practicable are likely to be available to participate in it.
- 27.6 Notice of a meeting of the Directors must be given to each Director, but need not be in writing.
- 27.7 Notice of a meeting of the Directors need not be given to Directors who waive their entitlement to notice of that meeting, which they may do by giving notice to that effect to the Company seven days before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 27.8 Directors are to be treated as having waived their entitlement to notice of a meeting if they have not supplied the Company with the information necessary to ensure that they receive the notice before the meeting takes place.
- 27.9 Any Director may participate in a meeting of the Directors by means of video conference, telephone or any suitable electronic means agreed by the Directors whereby all persons participating in the meeting can communicate with all the other participants and participation in such a meeting shall constitute presence in person at that meeting.
- 27.10 In relation to the quorum for a meeting of the Directors:
- 27.10.1 no decision other than a decision to call a meeting of the Directors or a general meeting shall be taken by the Directors unless a quorum participates in the decision-making process;
 - 27.10.2 the quorum for decision-making by the Directors may be fixed from time to time by a decision of the Directors, provided it shall not be less than three, and unless otherwise fixed it is three or one more than half the total number of Directors, whichever is the greater;

- 27.10.3 if the total number of Directors for the time being is less than the quorum required for decision-making by the Directors, the Directors shall not take any decision other than a decision:
- 27.10.3.1 to appoint further Directors, or
 - 27.10.3.2 to call a general meeting so as to enable the Members to appoint further Directors;
- 27.10.4 a Director shall not be counted in the quorum present at a meeting in relation to a resolution on which she or he is not entitled to vote.
- 27.11 Questions arising at a meeting shall be decided by a majority of votes.
- 27.12
- 27.12.1 The Directors shall elect a chair and one or two vice-chairs from among their number and shall determine the period for which they are to hold office, although they shall always be eligible for re-election.
 - 27.12.2 If at any meeting neither the chair nor a vice-chair is present within ten minutes after the time appointed for holding the same, or if there is no chair or vice-chair, the Directors present shall choose one of their number to chair the meeting.
 - 27.12.3 In the case of an equality of votes, the chair shall have a second or casting vote. But this does not apply if, in accordance with the Articles, the chair is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes. No Director in any other circumstances shall have more than one vote.
- 27.13 All acts done by any meeting of the Directors or of a committee, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that:
- 27.13.1 there was some defect in the appointment of any such Director or person acting as a Director, or
 - 27.13.2 they or any of them were disqualified, or
 - 27.13.3 they or any of them were not entitled to vote on the matter,
- be as valid as if every such person had been duly appointed and was qualified to be a Director.
- 27.14 A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of the Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in like form each signed by one or more Directors.
- 27.15 Subject to the Articles, the Directors may make any rules which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to the Directors.

28 Delegation by the Directors

- 28.1 The Directors may delegate any of their powers to any committee consisting of two or more Directors.
- 28.2 The Directors shall determine the terms of any delegation to such a committee and may impose conditions, including that:
- 28.2.1 the relevant powers are to be exercised exclusively by the committee to whom the Directors delegate;
 - 28.2.2 no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Directors.
- 28.3 Subject to and in default of any other terms imposed by the Directors:
- 28.3.1 the chair and vice-chairs shall be ex-officio members of every committee appointed by the Directors;
 - 28.3.2 the members of a committee may, with the approval of the Directors, appoint such persons, not being Directors, as they think fit to be members of that committee;
 - 28.3.3 a committee may elect a chair of its meetings; if no such chair is elected, or, if at any meeting the chair is not present within ten minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting;
 - 28.3.4 a committee may meet and adjourn as it thinks proper;
 - 28.3.5 questions arising at any meeting shall be determined by a majority of votes of the committee members present, and
 - 28.3.6 in the case of an equality of votes the chair of the committee shall have a second or casting vote;
- and subject thereto committees to which the Directors delegate any of their powers shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Directors.
- 28.4 The terms of any delegation to a committee shall be recorded in the minutes.
- 28.5 The Directors may revoke or alter a delegation.
- 28.6 All acts and proceedings of committees shall be reported to the Directors fully and promptly.

29 Delegation of day to day management

- 29.1 The Directors may delegate day to day management and administration of the Company to one or more managers.
- 29.2 In respect of each manager the Directors shall:

- 29.2.1 provide a description of the manager's role; and
- 29.2.2 set the limits of the manager's authority.
- 29.3 The managers shall report regularly and promptly to the Directors on the activities undertaken in accordance with their role.

SECRETARY, MINUTES AND SEAL

30 Secretary

- 30.1 Subject to the provisions of the Act, any Secretary shall be appointed by the Directors for such term at such remuneration and on such conditions as the Directors may think fit. Any Secretary so appointed by the Directors may be removed by them.
- 30.2 A Secretary who is also a Director may not be remunerated save as permitted in accordance with the Articles.

31 Minutes

- 31.1 The Directors shall ensure that the Company keeps records, in writing, comprising:
 - 31.1.1 minutes of all proceedings at general meetings;
 - 31.1.2 copies of all resolutions of Members passed otherwise than at general meetings;
 - 31.1.3 details of appointments of officers made by the Directors; and
 - 31.1.4 minutes of meetings of the Directors and committees of the Directors, including the names of the Directors present at the meeting.
- 31.2 The Directors shall ensure that the records comprising 32.1.1 and 32.1.2 above shall be kept for at least 10 years from the date of the meeting or resolution, as the case may be.

32 The Seal

- 32.1 The Directors shall provide for the safe custody of the Seal (if any), which shall be used only by the authority of the Directors or of a committee authorised by the Directors on its behalf. The Directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by at least one authorised person in the presence of a witness who attests the signature.
- 32.2 For the purposes of this Article, an authorised person is:
 - 32.2.1 any Director;
 - 32.2.2 the Secretary (if any); or

- 32.2.3 any person authorised by the Directors for the purpose of signing documents to which the Seal is applied.

ACCOUNTS AND AUDIT

33 Accounts

- 33.1 The Directors shall comply with the requirements of the Act for keeping financial records, the audit or other scrutiny of accounts (as required) and the preparation and transmission to the Registrar of Companies, as the case may be, of:
- 33.1.1 annual reports;
 - 33.1.2 confirmation statement ; and
 - 33.1.3 annual statements of account.
- 33.2 Accounting records relating to the Company shall be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by Members who are not Directors if the Directors so decide.
- 33.3 The Directors shall supply a copy of the Company's latest available statement of account to any Director or Member on request, and within two months of the request to any other person who makes a written request and pays the Company's reasonable costs of complying with the request.

34 Audit

Auditors shall be appointed and their duties regulated as required in accordance with the Act.

COMMUNICATION

35 Means of communication

- 35.1 Subject to the Articles, the Company may deliver a notice or other document to a Member:
- 35.1.1 by delivering it by hand to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;
 - 35.1.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;
 - 35.1.3 in electronic form to an address notified by the Member in writing; or

35.1.4 by a website, the address of which shall be notified to the Member in writing.

35.2 This Article does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.

35.3 If a notice or document:

35.3.1 is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

35.3.2 is sent by post or other delivery service in accordance with Article 35.1.2 above it is treated as being delivered:

35.3.2.1 24 hours after it was posted, if first class post was used; or

35.3.2.2 48 hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

35.3.2.3 properly addressed; and

35.3.2.4 put into the postal system or given to delivery agents with postage or delivery paid.

35.3.3 is sent in electronic form, providing that the Company can show that it was sent to the electronic address provided by the Member, it is treated as being delivered at the time it was sent.

35.3.4 is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

INDEMNITY

36 Indemnity

Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against any liability incurred by her or him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, provided that this Article shall be deemed not to provide for, or entitle any such

person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act.

RULES AND BYELAWS

37 Rules or byelaws

- 37.1 The Directors may from time to time make such rules or byelaws as they may deem necessary or convenient for the proper conduct and management of the Company or for the purpose of prescribing classes and conditions of membership of either the Company or any group established to support the Company. In particular but without prejudice to the generality of the above, they may by such rules or byelaws regulate:
- 37.1.1 the rights and privileges of Members and the conditions of membership;
 - 37.1.2 the conduct of Members in relation to one another and to the Company's employees and volunteers;
 - 37.1.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
 - 37.1.4 the public appointments procedure for the appointment of Directors, outlined at Article 22.2, in so far as such procedure is not regulated by these Articles and provided that such procedure is approved by the Secretary of State; and
 - 37.1.5 the procedure at general meetings and meetings of the Directors and committees in so far as such procedure is not regulated by these Articles.
- 37.2 The Company in general meeting shall have power by Special Resolution to alter or repeal the rules or byelaws and to make additions to them.
- 37.3 The Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such rules or byelaws which, so long as they shall be in force, shall be binding on all Members of the Company provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in the Articles.