



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 6240151

The Registrar of Companies for England and Wales hereby certifies that
MENTAL DISABILITY ADVOCACY CENTER UK

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

Given at Companies House, Cardiff, the 8th May 2007



N0 6240151V



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —



Companies House

— *for the record* —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

6240151

Company name

MENTAL DISABILITY ADVOCACY CENTER UK

I,

BWB SECRETARIAL LIMITED

of

2-6 CANNON STREET
LONDON
UK
EC4M 6YH

a

person named as a secretary of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the
Companies Act 1985 in respect of the registration of
the above company and of matters precedent and
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution

30(5)(a)

Electronic declaration on application for the registration of a company exempt from the requirement to use the word "limited" or its Welsh equivalent

Company number

6240151

Company name

MENTAL DISABILITY ADVOCACY CENTER UK

I,

BWB SECRETARIAL LIMITED

of

2-6 CANNON STREET
LONDON
UK
EC4M 6YH

a

person named as a secretary of the above named company in the statement delivered to the registrar of companies under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section 30(5)(a) of the Companies Act 1985

Statement:

I do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the above act.
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies electronically and authenticated in accordance with the registrar's direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to criminal prosecution



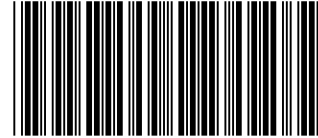
Companies House

— for the record —

10(ef)

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

Received for filing in Electronic Format on the: **08/05/2007**



X0EY4PDF

*Company Name
in full:* **MENTAL DISABILITY ADVOCACY
CENTER UK**

*Proposed Registered
Office:* **2-6 CANNON STREET
LONDON
ENGLAND
EC4M 6YH**

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **THE LONDON LAW AGENCY LIMITED**
Agent's Address: **69 SOUTHAMPTON ROW
LONDON
WC1B 4ET**

Company Secretary

Name **BWB SECRETARIAL LIMITED**

Address: **2-6 CANNON STREET
LONDON
UK
EC4M 6YH**

Consented to Act: **Y** *Date authorised* **08/05/2007** *Authenticated:* **Y**

Director 1:

Style/Title: MS
Name MICHELLE DONABEDIAN

Address: 16 UPPER MONTAGU STREET
LONDON
UK
W1H 2AN
Nationality: AMERICAN
Business occupation: COMPANY EXECUTIVE
Date of birth: 04/04/1972

Consented to Act: Y *Date authorised* 08/05/2007 *Authenticated:* Y

Director 2:

Style/Title: MS
Name ANNA MARGARET MUIR LAWSON

Address: 29A ASH TERRACE
LEEDS
UK
LS6 3JD
Nationality: BRITISH
Business occupation: LECTURER
Date of birth: 08/02/1966

Consented to Act: Y *Date authorised* 08/05/2007 *Authenticated:* Y

Director 3:

Style/Title: MR
Name ANTHONY OLIVER THOROLD

Address: 8 RICHMOND CRESCENT
LONDON
UK
N1 0LZ
Nationality: BRITISH
Business occupation: RETIRED BARRISTER
Date of birth: 15/04/1945

Consented to Act: Y *Date authorised* 08/05/2007 *Authenticated:* Y

Other Directorships: 1112242 PUBLIC INTEREST RESEARCH CENTRE LIMITED

Director 4:

Style/Title: **MS**
Name **JEANNIE MACKIE**

Address: **33 DOUGHTY STREET**
LONDON
UK
WC1N 2AA

Nationality: **BRITISH**
Business occupation: **BARRISTER**
Date of birth: **08/05/1953**

Consented to Act: **Y** *Date authorised* **08/05/2007** *Authenticated:* **Y**

Authorisation

Authoriser Designation: **SUBSCRIBER** *Date Authorised:* **08/05/2007** *Authenticated:* **Yes**

The Companies Acts 1985 and 1989

Company Limited by Guarantee and not Having a Share Capital

**Memorandum
and
Articles of Association
of
Mental Disability Advocacy Center UK**

**Bates Wells & Braithwaite
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
www.bateswells.co.uk
AES/SCB/203272/0001**

The Companies Acts 1985 and 1989

Company Limited by Guarantee and not Having a Share Capital

Memorandum of Association
of
Mental Disability Advocacy Center UK

Name

1. The name of the company is Mental Disability Advocacy Center UK. In this Memorandum and the company's Articles of Association it is called "the Charity".

Registered office

2. The registered office of the Charity is situated in England and Wales.

Objects

3. The objects of the Charity are:
 - 3.1 to promote the human rights (as set out in the Universal Declaration of Human Rights and subsequent United Nations conventions and declarations and other relevant international and regional human rights instruments) of people with psycho-social (mental health) disabilities and/or intellectual disabilities by all or any of the following means:
 - 3.1.1 monitoring abuses of the human rights;
 - 3.1.2 obtaining redress for the victims of human rights abuse;
 - 3.1.3 relieving need among the victims of human rights abuse;
 - 3.1.4 research into human rights issues;
 - 3.1.5 educating the public about human rights and about issues relating to mental health and intellectual disabilities;
 - 3.1.6 providing technical advice to government and others on human rights matters and issues of mental health and intellectual disability;
 - 3.1.7 contributing to the sound administration of the law relating to human rights, mental health and intellectual disabilities;
 - 3.1.8 commenting on proposed legislation;

- 3.1.9 raising awareness of human rights, mental health and intellectual disabilities issues;
- 3.1.10 promoting public support for human rights;
- 3.1.11 promoting respect for human rights among individuals and corporations;
- 3.1.12 international advocacy of human rights;
- 3.1.13 eliminating infringements of human rights;
- 3.2 to promote access to healthcare, promote the integration of people with mental health and/or intellectual disabilities with their communities and to assist in relieving charitable need among such people and their families.

The Charity shall seek to further the above objects throughout the world but with a particular focus on Europe and Central Asia.

Powers

- 4. To further its objects the Charity may:
 - 4.1 provide and assist in the provision of money, materials or other help;
 - 4.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
 - 4.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
 - 4.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
 - 4.5 provide or procure the provision of counselling and guidance;
 - 4.6 provide or procure the provision of advice;
 - 4.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English and Welsh charity may properly undertake;
 - 4.8 enter into contracts to provide services to or on behalf of other bodies;
 - 4.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

- 4.10 subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit;
- 4.11 subject to any consent required by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds;
- 4.12 set aside funds for special purposes or as reserves against future expenditure;
- 4.13 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.14 delegate the management of investments to a financial expert provided that:
 - 4.14.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 4.14.2 every transaction is reported promptly to the Trustees;
 - 4.14.3 the performance of the investments is reviewed regularly by the Trustees;
 - 4.14.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.14.5 the investment policy and the delegation arrangements are reviewed at least once a year;
 - 4.14.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 4.14.7 the financial expert may not do anything outside the powers of the Trustees;
- 4.15 arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and pay any reasonable fee required;
- 4.16 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 4.17 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.18 subject to the restriction in clause 4.20 raise funds by way of subscription, donation or otherwise;

- 4.19 accept (or disclaim) gifts of money and any other property;
- 4.20 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 4.21 incorporate subsidiary companies to carry on any trade;
- 4.22 subject to clause 5:
 - 4.22.1 engage and pay employees, consultants and professional or other advisers; and
 - 4.22.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.23 establish and/or support or aid in the establishment and/or support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.24 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 4.25 undertake and execute charitable trusts;
- 4.26 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity;
- 4.27 co-operate with charities, voluntary bodies, statutory authorities, other bodies and mental disability advocates, exchange information and advice with them and/or provide opportunities for such bodies and/or advocates to collaborate and share information with one another.
- 4.28 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 4.29 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 4.30 provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity: Provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:
 - 4.30.1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not; or

4.30.2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her; and

4.31 do all such other lawful things as shall further the Charity's objects.

Limitation on private benefits

5.

5.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

5.2 Except as provided below no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of benefit to the member of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of:

5.2.1 any payments made to any member, Trustee or Connected Person in their capacity as a beneficiary of the Charity;

5.2.2 any payments made to the member as a gift in furtherance of the Charity's objects and in accordance with the powers set out in clause 4.23 or 4.27 above;

5.2.3 reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Charity (including services performed under a contract of employment with the Charity) provided that:

(a) if such person is a Connected Person the procedure described in Article 36 of the Articles (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and

(b) this provision together with clause 5.2.9 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee);

5.2.4 interest on money lent by any member, Trustee or Connected Person at a reasonable and proper rate;

5.2.5 any reasonable and proper rent for premises let by any member, Trustee or Connected Person;

5.2.6 fees, remuneration or other benefits in money or money's worth to a company of which a member, Trustee or Connected Person holds less than 1% of the capital;

- 5.2.7 reasonable and proper out-of-pocket expenses of Trustees;
 - 5.2.8 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.30 of this Memorandum;
 - 5.2.9 reasonable and proper remuneration to any Trustee for any goods or services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that:
 - (a) the procedure described in Article 36 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision; and
 - (b) this provision together with clause 5.2.3 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee).
- 5.3 The restrictions on benefits and remuneration conferred on the member of the Charity and on the Trustees by clause 5.2 of this Memorandum and the exceptions to such restrictions in clauses 5.2.1 to 5.2.9 inclusive of this Memorandum shall apply equally to benefits and remuneration conferred on the member of the Charity and on the Trustees by any Subsidiary Company, and for this purpose references to the Charity in clauses 5.2.2 and 5.2.9 shall be treated as references to the Subsidiary Company.

Limited liability

- 6. The liability of the member is limited.
- 7. The member of the Charity undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during its or within one year afterwards:
 - 7.1 for payment of the debts and liabilities of the Charity contracted before it ceased to be a member;
 - 7.2 for the costs, charges and expenses of winding up;
 - 7.3 for the adjustment of the rights of the contributories among themselves.

Winding up

- 8. If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the member of the Charity, but must be given to some other institution or institutions which is charitable under the law of every part of the United Kingdom. The institution or institutions to benefit shall be chosen by the

member and subject thereto by the Trustees at or before the time of winding up or dissolution.

Definitions

9. Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Charity unless the context otherwise requires.

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

Name and Address of Subscriber

		Guarantee
Name:	Mental Disability Advocacy Center Foundation	£1
Address:	Rakoczi ut 27/B, V. em. 2. 1088 Budapest Hungary	
Date:	8 May 2007	

The Companies Acts 1985 and 1989

Company Limited by Guarantee and not Having a Share Capital

Articles of Association

of

Mental Disability Advocacy Center UK

Interpretation

1. In these Articles and the Memorandum the following terms shall have the following meanings:

Term	Meaning
1.1 “Act”	the Companies Act 1985 including any statutory modification or re-enactment for the time being in force
1.2 “address”	in relation to electronic communications includes any number or address used for the purpose of such communication
1.3 “Articles”	these Articles of Association of the Charity
1.4 “clear days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
1.5 “Charity”	Mental Disability Advocacy Center UK
1.6 “Connected Person”	(a) any spouse, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (c) any company or firm of which a Trustee is a paid director, partner or employee, or shareholder holding more than 1% of the capital
1.7 “electronic communication”	has the meaning ascribed to it in the Electronic Communications Act

2000

- 1.8 **“financial expert”** an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
 - 1.9 **“Memorandum”** the Memorandum of Association of the Charity
 - 1.10 **“Mental Disability Advocacy Center Foundation”** the Hungarian non-profit foundation of that name established by a charter registered with the Metropolitan Court of Budapest on 17 October 2006, with its registered headquarters at Rakoczi ut 27/B V. em. 2., 1072 Budapest, Hungary
 - 1.11 **“Office”** the registered office of the Charity
 - 1.12 **“Secretary”** the secretary of the Charity
 - 1.13 **“Subsidiary Company”** any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company
 - 1.14 **“Trustee and Trustees”** the director and directors as defined in the Act
2. In these Articles and the Memorandum:
- 2.1 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Charity;
 - 2.2 Subject to Article 2.1 any reference in these Articles or the Memorandum to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

Member

- 3. The sole member of the Charity shall be Mental Disability Advocacy Center Foundation.
- 4. Subject to the provisions of the Act, the Company shall dispense with the holding of general meetings.

Patrons

- 5. The Trustees may appoint and remove any individual(s) as patron(s) of the Charity and on such terms as they shall think fit. A patron shall have the right to be given

notice of, to attend and speak (but not vote) at any general meeting of the Charity as if a member and shall also have the right to receive accounts of the Charity when available to the member.

Trustees

Number of Trustees

6. There shall be at least three Trustees.

Appointment, retirement, removal and disqualification of Trustees

7. Those persons notified to the Registrar of Companies as the first directors of the Charity shall be the first Trustees.
8. Thereafter, Trustees shall be appointed by Mental Disability Advocacy Center Foundation by the service of notice in writing from an authorised representative of Mental Disability Advocacy Center Foundation to the Secretary at the Office.
9. No person may be appointed as a Trustee:
 - 9.1 unless he or she has attained the age of 18 years; or
 - 9.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of the Articles.
10. Subject to Article 9, the Trustees may appoint a person who is willing to act to be a Trustee to fill a vacancy if the total number of Trustees falls below the quorum. A Trustee so appointed shall hold office for three months. He or she may be reappointed in accordance with Article 8, but if he or she is not so reappointed, he or she shall be deemed to vacate office immediately on the expiry of 3 months from his or her appointment.
11. The office of a Trustee shall be vacated if:
 - 11.1 he or she ceases to be a Trustee by virtue of any provision of the Act or he or she becomes prohibited by law from being a Trustee;
 - 11.2 he or she is disqualified under the Charities Act 1993 from acting as a Trustee;
 - 11.3 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
 - 11.4 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
 - 11.5 he or she resigns by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);
 - 11.6 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;

- 11.7 notice in writing of dismissal signed by an authorised representative of Mental Disability Advocacy Center Foundation is received by the Secretary at the Office.

Powers of Trustees

12. Subject to the Act, the Memorandum and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
13. The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees in accordance with Article 10, or of summoning a general meeting of the Charity.
14. All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.
15. Subject to the Articles the Trustees may regulate their proceedings as they think fit.

Chair

16. The Trustees may appoint one of their number to be the chair of the Trustees and may at any time remove him or her from that office.

Delegation of Trustees' powers

17. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.
18. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Charity to any person or committee in accordance with the conditions set out in these Articles.

Delegation to committees

19. In the case of delegation to committees:
- 19.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
- 19.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;

- 19.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary;
- 19.4 all delegations under this Article shall be variable or revocable at any time;
- 19.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and
- 19.6 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
20. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee.
21. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any regulations made by the Trustees.

Delegation of day to day management powers

22. In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:
- 22.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
- 22.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and
- 22.3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts sufficient to explain the financial position of the Charity.

Meetings

Trustees' meetings

23. Two Trustees may (and the Secretary shall at the request of two Trustees) call a Trustees' meeting.
24. A Trustees' meeting shall be called by at least seven clear days' notice unless urgent circumstances require shorter notice.

Notice of meetings

25. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
26. Every notice calling a meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted.
27. Notice of meetings shall be given to each person entitled to vote at the meeting.

Quorum

28. No business shall be transacted at any meeting unless a quorum is present. Three people present and entitled to vote shall be a quorum. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and places the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

Chair

29. The chair, if any, of the Trustees or in his or her absence another Trustee nominated by the Trustees shall preside as chair of each meeting.

Adjournment

30. The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

Voting

31. Every person present and entitled to vote shall have one vote. A resolution put to the vote of a meeting shall be decided on a show of hands.
32. A declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
33. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.

Irregularities

34. The proceedings at any meeting shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Act.
35. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.

Conflicts of interest

36. Whenever a person has a personal interest in a matter to be discussed at a meeting, and whenever a person has an interest in another organisation whose interests are reasonably likely to conflict with those of the Charity in relation to a matter to be discussed at a meeting, he or she must:
 - 36.1 declare an interest before discussion begins on the matter;
 - 36.2 withdraw from that part of the meeting unless expressly invited to remain;
 - 36.3 in the case of personal interests not be counted in the quorum for that part of the meeting;
 - 36.4 in the case of personal interests withdraw during the vote and have no vote on the matter.

Written resolutions

37. A resolution in writing signed by each person who would have been entitled to vote upon it if it had been proposed at a meeting at which he or she was present shall be as valid and effectual as if it had been passed at a meeting duly convened and held and may consist of several instruments in the like form each signed by or on behalf of one or more of those entitled to vote. The date of a written resolution shall be the date on which the last person signs.

Email resolutions

38. A Trustees' resolution which is approved by email in accordance with this Article 38 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
 - 38.1 such a resolution must be approved by email by all of the Trustees;
 - 38.2 approval from each Trustee must be received by such person as all the Trustees shall have nominated in advance for that purpose ("**the Recipient**"), which person may, for the avoidance of doubt, be one of the Trustees;

- 38.3 approval from a Trustee must be sent from an email address previously notified in writing by that Trustee to the Secretary as intended for use by that Trustee for the purpose;
- 38.4 following receipt of a response on any resolution from each of the Trustees, the Recipient shall circulate a further email to all of the Trustees confirming whether the resolution has been formally approved by the Trustees in accordance with the terms of this Article 38;
- 38.5 the date of a resolution shall be the date of the email from the Recipient confirming formal approval.

Virtual meetings

39. A meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

General

Irregularities

40. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Act.

Secretary

41. The Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them.

Minutes

42. The Trustees shall cause minutes to be made in books kept for the purpose:
- 42.1 of all appointments of officers made by the Trustees;
- 42.2 of all resolutions of the Charity and of the Trustees; and
- 42.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

Records and accounts

43. The Trustees shall comply with the requirements of the Act and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:
- 43.1 annual reports;
 - 43.2 annual returns;
 - 43.3 annual statements of account.

Notices

44. Subject to Articles 38 and 44, any notice to be given to or by any person pursuant to the Articles shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the Trustees need not be in writing.
45. The Charity may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address or by leaving it at that address or by electronic communication to an address provided for that purpose or posted on a website where the recipient has been notified of such posting in a manner agreed by him or her. A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.
46. A member present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
47. Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication has been transmitted to the proper address shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication at the expiration of 48 hours after the time it was transmitted.

Indemnity

48. Subject to the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity:
- 48.1 against all costs charges expenses or liabilities incurred by him or her:
 - 48.1.1 in defending any civil or criminal proceedings in which judgment is given in his or her favour or in which he or she is acquitted; and
 - 48.1.2 in connection with any application in which relief from liability is granted to him or her by the court;

where such proceedings or application arise as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the Charity; and

- 48.2 against all costs, charges, losses, expenses or liabilities incurred by him or her in or in relation to the proper execution and discharge of his or her duties.

Trustees' indemnity insurance

49. The Trustees shall have power to resolve pursuant to clause 4.30 of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy.

Winding-up

50. The provisions of clauses 7 and 8 of the Memorandum relating to the winding-up or dissolution of the Charity shall have effect and be observed as if the same were repeated in the Articles.

Regulations

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

Name and Address of Subscriber

Name: Mental Disability Advocacy Center Foundation

Address: Rakoczi ut 27/B, V. em. 2.

1088 Budapest

Hungary

Date: 8 May 2007