



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 6441426

The Registrar of Companies for England and Wales hereby certifies that
THE CRICKET FOUNDATION

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 30th November 2007



N0 6441426A



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

6441426

Company name

THE CRICKET FOUNDATION

I,

NICK GANDON

of

UPPER HIGHWOOD
LONDON ROAD
HERTFORD HEATH
HERTS
SG13 7PR

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

6441426

Company name

THE CRICKET FOUNDATION

I,

NICK GANDON

of

UPPER HIGHWOOD
LONDON ROAD
HERTFORD HEATH
HERTS
SG13 7PR

a

person named as a director 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



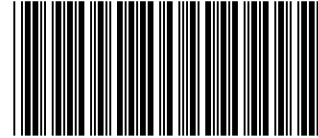
Companies House

— for the record —

10(ef)

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

Received for filing in Electronic Format on the: **29/11/2007**



X24FUV29

*Company Name
in full:* **THE CRICKET FOUNDATION**

*Proposed Registered
Office:* **LORD'S CRICKET GROUND
LONDON
NW8 8QZ**

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

Agent's Name: **7SIDE LIMITED**
Agent's Address: **14-18 CITY ROAD
CARDIFF1
CF24 3DL**

Company Secretary

Name **NICK GANDON**
Address: **UPPER HIGHWOOD
LONDON ROAD
HERTFORD HEATH
HERTS
SG13 7PR**

Consented to Act: **Y** *Date authorised* **29/11/2007** *Authenticated:* **Y**

Director 1:

Name **PETER GALE**
Address: **2 BRIAR HILL
PURLEY
SURREY
CR8 3LE**
Nationality: **BRITISH**
Business occupation: **CHARTERED ACCOUNTANT**
Date of birth: **23/11/1951**

Consented to Act: **Y** *Date authorised* **29/11/2007** *Authenticated:* **Y**

Director 2:

Name **DUNCAN FEARNLEY**
Address: **6 HALLOW ROAD
WORCESTER
WORCESTERSHIRE
WR2 6BU**
Nationality: **BRITISH**
Business occupation: **RETIRED**
Date of birth: **12/04/1940**

Consented to Act: **Y** *Date authorised* **29/11/2007** *Authenticated:* **Y**

Director 3:

Name **MIKE GATTING**
Address: **13 WELLINGTON ROAD
ENFIELD
MIDDESEX
EN1 2PD**
Nationality: **BRITISH**
Business occupation: **DIRECTOR**
Date of birth: **06/06/1957**

Consented to Act: **Y** *Date authorised* **29/11/2007** *Authenticated:* **Y**

Authorisation

Authoriser Designation: **SUBSCRIBER** *Date Authorised:* **29/11/2007** *Authenticated:* **Yes**

Companies Acts 1985 - 2006

Company limited by guarantee and not having a share capital

Memorandum of Association

of

The Cricket Foundation

1. Name

The name of the company is 'The Cricket Foundation' (**'the Charity'**).

2. Registered Office

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

3. Objects

The objects of the Charity (**'the Objects'**) are:

- 3.1 the organisation or provision (or assistance in the organisation or provision) of facilities which will enable and encourage young persons in any part of the British Isles to play cricket or other games or sports;
- 3.2 the organisation or provision (or assistance in the organisation or provision) of facilities for recreation in the interests of social welfare and the furtherance of education in any part of the United Kingdom (with the object of improving the conditions of life for the persons for whom the facilities are primarily intended) for persons who have need of such facilities by reason of their youth, age, infirmity or disablement, poverty or social and economic circumstances; and
- 3.3 such objects and purposes in the British Isles or in any other part of the world being objects and purposes exclusively charitable in accordance with the laws of England and Wales.

4. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 to provide full-time or part-time courses (including residential courses) for young persons and for teachers and coaches who organise or supervise

playing and coaching of cricket or other games or sports by young persons;

- 4.2 to promote, provide or assist in the promotion and provision in colleges of education and training colleges of courses for the purpose of training teachers and coaches in the coaching of cricket or other games or sports for the benefit of young persons;
- 4.3 to provide for the delivery and holding of lectures, meetings, classes, conferences and practical demonstrations in such place or places as the Trustees shall think fit;
- 4.4 to appoint and pay lecturers, instructors, coaches and other persons to deliver and conduct such courses, lectures, meetings, classes, conferences and practical demonstrations and to pay all such persons (other than any person who is a Trustee);
- 4.5 to lay out, manage, equip and maintain or assist in the laying out management, equipment and maintenance of playing fields (including non-turf pitches and practice pitches), playgrounds or appropriate indoor facilities or accommodation to be used for the teaching, coaching or playing of cricket or other sports or games by young persons;
- 4.6 to provide or assist in providing appropriate facilities, materials and cricket equipment of every kind for the use of young persons;
- 4.7 to promote or organise (or to assist in the promotion or organisation) of visits by young persons to play cricket in foreign countries with a view to providing practical and educational experience in a different environment;
- 4.8 to promote or organise (or to assist in the promotion or organisation) of cricket matches, competitions or tournaments for young persons;
- 4.9 to provide financial assistance, whether by way of grant, loan, guarantee or otherwise;
- 4.10 to consult, advise and co-operate with, and to promote co-operation within and between, other bodies or persons (including charities, departments of government, local authorities, educational, health and welfare establishments and other public and private organisations) on any matters concerned, whether directly or indirectly, with the Objects;
- 4.11 to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or

body whatsoever;

- 4.12 to provide and maintain or to encourage the provision and maintenance of information and statistics relating directly or indirectly to the Objects including the use of information and communication technology;
- 4.13 to promote, commission or carry out research;
- 4.14 to promote or carry out the collection, analysis or publication of information of all types and in all forms, on such terms as shall be thought fit;
- 4.15 to hold or arrange for the holding of examinations and other tests and to award prizes, certificates, diplomas and distinctions;
- 4.16 to support, administer or set up other charities or other bodies;
- 4.17 to raise funds (but not by means of carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Objects, unless the income of the Charity from that trade or business is exempt from tax by reason of any legislation or concession from time to time in force);
- 4.18 to invite, receive and accept financial assistance (whether private or public), subscriptions, donations, gifts, endowments, sponsorship, fees, legacies and bequests of any real or personal estate;
- 4.19 to act as trustee of special purpose trusts within the Objects;
- 4.20 to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.21 subject to such consents as may be required, to borrow money and give security for loans;
- 4.22 to acquire or hire property of any kind and to construct, maintain, alter or demolish any buildings;
- 4.23 subject to such consents as may be required, to let or dispose of property of any kind;
- 4.24 to set aside funds for special purposes or as reserves against future expenditure;

- 4.25 to deposit or invest the monies of the Charity not immediately required for its operations in any manner as may be thought fit (including, but not limited to, the establishment of trading or other subsidiaries of any kind) subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 4.26 to delegate the management of investments to a Financial Expert, but only on terms that:
- (a) the investment policy is set down in writing for the Financial Expert by the Trustees;
 - (b) the performance of the investments is reviewed regularly with the Trustees;
 - (c) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (d) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (e) 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
 - (f) the Financial Expert does not do anything outside the powers of the Trustees;
- 4.27 to arrange for investments or other property of the Charity to be held in the name of a nominee under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.28 to delegate to committees, officers and/or employees or other staff of the Charity various functions, including (but not limited to):
- (a) distribution of funds;
 - (b) giving of advice; and
 - (c) formulation (for approval by the Trustees) of the Charity's policies and procedures;
- 4.29 to insure the property of the Charity against any foreseeable risk and take

out other insurance policies to protect the Charity when required;

- 4.30 subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Trustee or other officer of the Charity (other than any person engaged by the Charity as auditor) out of the assets of the Charity against any liability incurred by him for negligence, default, breach of duty or trust in relation to the affairs of the Charity, provided that such indemnity shall not provide for, or entitle any such person to, indemnification to the extent that it would be treated as void under the Act;
- 4.31 to pay out of the Charity's funds premiums on insurance policies 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 duty or breach of trust of which they may be guilty in relation to the Charity;
- 4.32 to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to clause 5, to remunerate any person, firm or company rendering services to the Charity and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Charity and their widows, children or other dependants;
- 4.33 to enter into contracts to provide services to or on behalf of other bodies or persons;
- 4.34 to establish subsidiary companies to further the Objects (or any of them) or to assist or act as agents for the Charity;
- 4.35 to pay out of the funds of the Charity all or any expenses incurred in connection with the formation, promotion, incorporation and registration of the Charity;
- 4.36 to do all or any of the above things in any part of the world as principal, agent, contractor, trustee or otherwise and either alone or in conjunction with others; and
- 4.37 to do all such other lawful things as are necessary for or are incidental or conducive to the furtherance of the Objects.

5. Application of Income and Property

- 5.1 The property and funds of the Charity must be used only for promoting the

Objects and do not belong to the members of the Charity. No part of the income or capital may be paid or transferred, directly or indirectly, to the members of the Charity, whether by way of dividend or bonus or in any other way that amounts to a distribution of profits or surplus. This does not prevent the payment of:

- (a) reasonable and proper remuneration to any officer, employee or member of the Charity in return for any services provided to the Charity;
- (b) a reasonable rate of interest on money lent to the Charity;
- (c) a reasonable rent or hiring fee for property let or hired to the Charity;
- (d) payment to any company in which a member has no more than a 1 per cent shareholding; or
- (e) premiums on the indemnity insurance referred to in clause 4.

5.2 A Trustee must not receive any payment of money or other benefit which may not be financial but has a monetary value (whether directly or indirectly) ('**Material Benefit**') from the Charity except:

- (a) as permitted by law;
- (b) as mentioned in clauses 5.1 and 5.3;
- (c) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out the Charity's business; or
- (d) in exceptional cases, other payments or benefits (but only with the written approval of the Charity Commission in advance).

5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:

- (a) the goods or services are actually required by the Charity;
- (b) the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services;
- (c) no more than one half of the Trustees are subject to such a

contract in any financial year; and

- (d) the Trustees comply with the procedures set out in clause 5.4 and any such additional procedures as are required by law.

5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:

- (a) declare an interest as or before discussion begins on the matter;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum for that part of the meeting;
- (d) withdraw during the vote and have no vote on the matter; and
- (e) comply with such additional procedures as are required by law.

5.5 This clause 5 may not be amended without the prior written consent of the Charity Commission.

6. Limited Liability

The liability of the members is limited.

7. Guarantee

Each member promises, if the Charity is dissolved, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity.

8. Dissolution

If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- 8.1 by transfer to one or more other organisations established for exclusively charitable purposes within, the same as or similar to the Objects; or
- 8.2 directly for the Objects or charitable purposes within, the same as or similar to the Objects.

9. Interpretation

9.1 Words and expressions defined in the Articles have the same meanings in the Memorandum.

9.2 References to an Act of Parliament are references to such Act as amended

or re-enacted from time to time and to any subordinate legislation made under it.

We, the several persons whose Names and Addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES AND ADDRESSES OF SUBSCRIBERS

Peter Gale
2 Briar Hill
Purley
Surrey
CR8 3LE

Duncan Fearnley
6 Hallow Road
Worcester
Worcestershire
WR2 6BU

Mike Gatting
13 Wellington Road
Enfield
Middlesex
EN1 2PD

DATED 29 November 2007

Companies Act 1985 – 2006

Company limited by guarantee and not having a share capital

Articles of Association

of

The Cricket Foundation

1. Table C

The Regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) shall not apply to the Charity.

2. Interpretation

In these Articles and the Memorandum:

'the Act'	means the Companies Act 1985 including any statutory modification or re-enactment of it for the time being in force and any provisions of the Companies Act 2006 for the time being in force
'Articles'	means these articles of association;
'Chairman'	means the chairman of the Trustees who is himself a Trustee;
'clear day'	means 24 hours from midnight following the relevant event;
'Charity'	means the company governed by these Articles;
'the Charity Commission'	means the Charity Commission for England and Wales;
'Financial Expert'	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
'material benefit'	means a benefit which may not be financial but has a monetary value;
'members'	and refer to membership of the Charity;
'membership'	
'Memorandum'	means the Charity's Memorandum of Association;
'month'	means calendar month;

'Nominating Bodies'	means the England and Wales Cricket Board of Lord's Cricket Ground, London NW8 8QN, the Marylebone Cricket Club of Lord's Cricket Ground, London NW8 8QN and the Lord's Taverners of 10 Buckingham Place London SW1E 6HX and 'Nominating Body' shall mean any one of them;
'Patron'	means a patron appointed under the provisions of article 12;
'Schools'	has the same meaning as in the Education Act 1996;
'Secretary'	means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary;
'Trustee'	means a trustee of the Charity and 'Trustees' means all of the Trustees or a duly convened meeting of the Trustees. For the avoidance of doubt the Trustees are the directors (for the purposes of the Act) and charity trustees of the Charity;
'Universities'	means universities and other institutions of further or higher education (including professional and technical education);
'written' or 'in writing'	refers (to the extent permissible by law) to a legible document on paper including a fax message and electronic mail (which is capable of being reproduced in paper form);
'year'	means a calendar year;
'young persons'	means <ul style="list-style-type: none"> (a) pupils at Schools and Universities (thereby ensuring that due attention is given to the physical education of such pupils as well as to the development and occupation of their minds); and (b) such other persons who by reason of their youth have need of such facilities (thereby improving their conditions of life);.

2.1 Words importing the masculine gender only shall include the feminine gender. Words importing the singular number only shall include the plural

number, and vice versa.

2.2 Subject to this article 2, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

2.3 Any reference to 'person' or 'persons' includes natural persons, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality).

2.4 References to an Act of Parliament are to the Acts as amended or re-enacted from time to time and to any subordinate legislation made under them or any one of them.

3. Membership

3.1 The Charity must keep a register of members as required by the Act. The first members of the Charity are the subscribers to the Memorandum and Articles.

3.2 The Trustees from time to time shall be members of the Charity ex officio.

3.3 Membership of the Charity shall not be transferable and shall terminate immediately upon the relevant member ceasing to be a Trustee or upon the death of a member.

4. General Meetings

4.1 Members are entitled to attend general meetings personally or by an authorised representative.

4.2 The Trustees may call general meetings and, on the requisition of members representing not less than one tenth of the total voting rights of all the members having a right to vote at general meetings of the Charity (in accordance with the Act), shall proceed to convene a General Meeting for a date not later than seven weeks after receipt of the requisition.

5. Notice of General Meetings

5.1 A General Meeting shall be called by at least fourteen clear days' notice.

5.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, the details of any special

resolutions to be considered.

5.3 Subject to the provisions of these Articles and to any restrictions imposed on voting, the notice shall be given to the members, to the Trustees and to the Auditors.

5.4 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.

6. Proceedings at General Meetings

6.1 No business shall be transacted at any general meeting unless a quorum is present. A quorum shall be the greater of one half of the members or three.

6.2 If the requirement of article 6.1 is not satisfied within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the members present may determine.

6.3 The members shall from within their number elect a chairman to chair the meeting.

6.4 The chairman of the meeting may, with the consent of the members (and shall if so directed by the members) adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

6.5 A resolution put to the vote of a meeting shall be decided on a show of hands of those members entitled to vote. Subject to the provisions of the Act, a poll may be demanded. If a poll is demanded it shall be taken in such manner as the chairman, acting reasonably, directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The declaration by the chairman of the result of the poll shall be conclusive.

6.6 A resolution shall be duly passed if a simple majority of the members present and entitled to vote (or, in the case of a member entitled to vote, is

represented in accordance with these Articles) votes in its favour.

- 6.7 The chairman of the meeting shall have a casting vote in addition to any other vote he may have.
- 6.8 Subject to the provisions of the Act, a written resolution signed by such a proportion of those entitled to attend and vote at a general meeting as is required under the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature). A written resolution will lapse if it is not passed within two months of the date on which it is circulated to the members.
- 6.9 No objection shall be raised to the qualification of a 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 chairman of the meeting whose decision shall be final and conclusive.

7. Trustees' Appointment

- 7.1 The subscribers to the memorandum are the first Trustees of the Charity.
- 7.2 There shall be a minimum of three and a maximum of sixteen Trustees.
- 7.3 The members may by ordinary resolution at a general meeting of the Charity appoint a person who is willing to act to serve as a Trustee for a term not exceeding three years, either to fill a vacancy or as an additional Trustee. A retiring Trustee may be reappointed by an ordinary resolution of the members at a general meeting of the Charity. There shall be no limit to the number of times a Trustee may be reappointed.
- 7.4 No person may be appointed or re-appointed as a Trustee at any general meeting unless:
- (a) he is recommended by the Trustees;
 - (b) he is nominated under the provisions of article 7.5; or
 - (c) at least 7 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Trustees of the intention to propose that person for appointment or reappointment, together with notice executed by

that person of his willingness to be appointed or reappointed.

- 7.5 The Trustees shall include one Trustee nominated by each of the Nominating Bodies in accordance with the nomination procedure prescribed by the Trustees from time to time.
- 7.6 A notice of a general meeting of the Charity must include the name of any person who is recommended by the Trustees or nominated under the provisions of article 7.5 for appointment or re-appointment as a Trustee, or in respect of whom notice has been duly given under Article 7.4 (c) above.
- 7.7 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next general meeting of the Charity. If a co-opted Trustee is not re-appointed by the members at that general meeting, he will automatically vacate office at the end of that meeting.

8. Chairman of the Trustees

- 8.1 The Chairman of the Trustees shall be elected by the Trustees from among their number at the first Trustee meeting of each financial year and any Chairman may be re-elected by the Trustees for a further term or terms of office. Each term of office of any Chairman shall not exceed one year. There shall be no limit to the number of times a Chairman may be re-elected.

9. Disqualification and Removal of Trustees

- 9.1 A Trustee's term of office automatically terminates if he:
- (a) is unable or unfit to discharge the functions of a Trustee;
 - (b) resigns by written notice to the Trustees;
 - (c) is removed from office by the members pursuant to the Act;
 - (d) is absent without permission from more than three consecutive meetings of the Trustees;
 - (e) becomes prohibited by law from being a charity trustee or company director;
 - (f) becomes bankrupt or makes any arrangement or composition with

his creditors generally;

- (g) ceases to be a member of the Charity for whatever reason;
- (h) is disqualified from working with children under sections 28 and 29 of the Criminal Justice and Court Services Act 2000;
- (i) has, at any time, been convicted of any criminal offence, excluding any offence for which the maximum sentence is a fine or a lesser sentence and any offence that has been spent under the Rehabilitation of Offenders Act 1974 as amended; or
- (j) refuses a request by the Secretary to make an application under section 113A of the Police Act 1997 as amended, for a criminal records certificate. In the event that the certificate discloses any information that would in the opinion of either the Trustees disqualify or prevent a person serving as a Trustee that person should be disqualified.

10. Proceedings of the Trustees and the Chairman

- 10.1 The Trustees shall have the control of the Charity and its property and funds.
- 10.2 Subject to the provisions of these Articles and the Act, the Trustees may regulate their proceedings as they think fit. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustees. It shall be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom.
- 10.3 The Trustees may establish a committee or committees comprising such persons whether Trustees or otherwise as it shall think fit. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 10.4 The proceedings and powers of committees established by the Trustees shall be governed by such rules as the Trustees may prescribe.
- 10.5 The minimum number of Trustees' meetings to be held each year may be fixed by the Trustees from time to time and unless so fixed shall be three.
- 10.6 Questions arising at the meeting of the Trustees shall be decided by a majority of the votes of the Trustees. In the case of an equality of votes, the

Chairman shall have a second or casting vote.

- 10.7 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees and unless so fixed at any other number shall be the greater of one half of the Trustees or three .
- 10.8 All acts done by a meeting of the Trustees or of a committee of the Trustees, or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
- 10.9 A written resolution signed by all the Trustees entitled to receive notice of a meeting of the Trustees is as valid as a resolution actually passed at a meeting of the Trustees duly convened and held (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).
- 10.10 Any Trustee may participate in a meeting of the Trustees by means of telephone, or some other oral form of communication, whereby all persons participating in the meeting can hear each other and speak to each other and participation in a meeting in this manner shall constitute presence in person at such meeting provided that the number of Trustees then present constitutes a quorum for the transaction of the business of the Trustees under these Articles.

11. Secretary

- 11.1 A secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as the Trustees may think fit; and any secretary so appointed may be removed by the Trustees.

12. Patron

- 12.1 The Trustees may appoint and remove any person as a Patron of the Charity on such terms as it shall think fit.
- 12.2 Patrons of the Charity shall have no obligations or duties provided always that the Trustees may invite any one or more of the Patrons from time to time to attend meetings of the Trustees if he, she or they (as the case may be) so wish but such Patron or Patrons shall not be entitled to vote at any

meetings of the Trustees.

13. Minutes

13.1 The Trustees shall cause minutes to be made in books (or other recordable format) kept for the purpose:

- (a) of all appointments of officers made by the Trustees; and
- (b) of all proceedings at meetings of the Charity, and of the Trustees, and of committees of the Trustees, including the names of the Trustees present at each such meeting.

14. Notices

14.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.

14.2 The Charity may give any notice to members either personally or by sending it by post in a prepaid envelope addressed to a member at his address or by leaving it at that address.

14.3 If a member is present at any meeting of the Charity he shall be deemed to have received notice of the meeting and where requisite, of the purposes for which it was called.

15. Winding up

15.1 On the winding up and dissolution of the Charity the provisions of the Memorandum shall have effect as if repeated in these Articles.

16. Indemnity

16.1 Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Trustee or other officer of the Charity (other than any person engaged by the Charity as auditor), shall be indemnified out of the assets of the Charity against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity, 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.

- 16.2 The Charity may pay out of its funds premiums on insurance policies 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 duty or breach of trust of which they may be guilty in relation to the Charity.

NAMES AND ADDRESSES OF SUBSCRIBERS

Peter Gale
2 Briar Hill
Purley
Surrey
CR8 3LE

Duncan Fearnley
6 Hallow Road
Worcester
Worcestershire
WR2 6BU

Mike Gatting
13 Wellington Road
Enfield
Middlesex
EN1 2PD

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