

Company Number: 6581421

**THE COMPANIES ACTS 1985 TO 2006
PRIVATE COMPANY
LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**SPECIAL RESOLUTION
OF
INSTITUTE FOR STRATEGIC DIALOGUE (the "Company")**


At a General Meeting of the Company held at Berwin Leighton Paisner LLP on 4 March 2010 at 3.45 pm the following resolution was passed as a special resolution of the Company

- 1 **THAT** the draft articles of association produced to the meeting and, for the purposes of identification, attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing memorandum of association and articles of association

Dated

4 March 2010

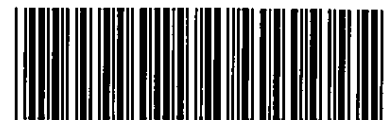
Chairman



Registered Office: Institute for Strategic Dialogue, 41 Dover Street, London, W1S 4NS

We hereby certify this to be
a true copy of the original
Michael Owen
Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London EC4R 9HA
5 March 2010

TUESDAY



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09/03/2010

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COMPANIES HOUSE

Company No: 06581421

Charity No:

THE COMPANIES ACTS 1985 AND 1989

A COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

INSTITUTE FOR STRATEGIC DIALOGUE

Incorporated on 30 April 2008

***berwin leighton paisner**

Adelaide House London Bridge London EC4R 9HA
tel +44 (0)20 7760 1000 fax +44 (0)20 7760 1111

THE COMPANIES ACTS 1985 AND 1989

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

INSTITUTE FOR STRATEGIC DIALOGUE

INTERPRETATION

1.1 These Articles shall be the Articles of Association of the Company and the articles contained in Schedule 2 of The Companies (Model Articles) Regulations 2008 and Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended are excluded hereby and these Articles replace the provisions of the Memorandum of Association of the Company adopted on 30 April 2008.

1.2 In the Articles

the Articles means these Articles of Association of the Company,

auditor means a person appointed to conduct an examination and verification of the Company's accounts and includes a reporting accountant appointed in accordance with the Statutes;

the Board means the board of trustees of the Company who are the directors of the Company for the purposes of the Statutes,

CA 2006 means the Companies Act 2006;

clear days in relation to the period of a notice means the 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 and the day of the general meeting;

Companies Acts has the meaning given to it in section 2 of the CA 2006 in so far as the provisions referred to in

	such section are in force from time to time,
<i>the Company</i>	means the above-named company,
<i>Company Members</i>	means the members of the Company having a right to vote at general meetings
<i>electronic form</i>	has the same meaning as in section 1168(3) of the CA 2006;
<i>executed</i>	includes any mode of execution,
<i>hard copy</i>	has the same meaning as in section 1168(2) of the CA 2006,
<i>Members</i>	means all the individuals and organisations admitted to membership (of any class or category) of the Company whether entitled to vote at general meetings or not,
<i>month</i>	means a calendar month;
<i>Office</i>	means the registered office of the Company,
<i>the seal</i>	means the common seal of the Company if it has one,
<i>Secretary</i>	means the company secretary of the Company or any other person appointed to perform the duties of the company secretary of the Company;
<i>Statutes</i>	means the Companies Acts and every other statute, statutory instrument, regulation or order for the time being in force concerning charitable companies registered under the Companies Acts,
<i>Trustee</i>	means a member of the Board,
<i>the United Kingdom</i>	means Great Britain and Northern Ireland.

1 3 Any reference to:

1 3 1 a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it,

1 3 2 the singular includes the plural and vice versa and the masculine includes the feminine and the neuter genders and vice versa,

1 3 3 a *person* includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, government or state agencies, local authorities, public bodies, foundations and trusts (in each case whether or not having separate legal personality), and

1.3.4 *writing* is a reference to any method of representing or reproducing words in a legible and non-transitory form.

1.4 Subject to Article 1 and unless the context requires otherwise, words or expressions defined in the Statutes (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Company) shall bear the same meaning in the Articles

NAME AND REGISTERED OFFICE

2 The Company's name is Institute for Strategic Dialogue (and in this document it is called the "Company")

3 The Company's registered office is to be situated in England

OBJECTS

4 The objects for which the Company is established (the "Objects") are

4.1 the advancement of the education of the public in the United Kingdom and elsewhere in relation to government, economics, politics, law, administration and social sciences,

4.2 the advancement of human rights, conflict resolution or reconciliation or the promotion of religious or racial harmony or equality and diversity,

4 3 such other charitable purposes as the Trustees shall from time to time think fit.

POWERS

5 In furtherance of the Objects but not otherwise the Company may exercise the following powers

5.1 to promote, commission or carry out research and to publish, distribute or commission the publication of such research or other information (or make representations in respect of the same) in any form including books, pamphlets, reports, journals, films, video tapes and programmes whether in paper, visual, electronic form or any other form that may be deemed desirable for the promotion of the Objects,

- 5 2 to organise or to support others in the organisation of workshops, lectures, seminars or conferences,
- 5 3 to accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any other kind of money or property of any kind including contributions subject to special trusts or conditions Provided that in relation to any contributions subject to any special trusts or conditions the Company shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts,
- 5.4 to make grants, donations and loans whether out of income or capital and upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Company as security for the performance of contracts entered into by any person, association, company, local authority, administrative or governmental agency or public body as may be thought fit for or towards charitable purposes in any way connected with or calculated to further the Objects of the Company,
- 5 5 to raise funds for the Company by personal or written appeals (whether periodical or occasional), public meetings or otherwise as may from time to time be deemed expedient Provided that in raising funds the Company shall not undertake or carry out any trading activities unless authorised by these Articles or by law to do so;
- 5 6 to carry out trade insofar as,
- (a) the trade is exercised in the course of carrying out the Objects of the Company,
 - (b) the trade is temporary and ancillary to the carrying out of the Objects of the Company, or
 - (c) those profits of any trade exercised by the Company which do not fall within either (a) or (b) above are not liable to tax;
- 5.7 to operate bank accounts in the name of the Company and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments;
- 5 8 to invest any moneys of the Company not immediately required for its purposes in or upon such investments, securities or property of any other kind and situated anywhere in the world whether involving liabilities or producing income or not as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law,
- 5 9 to buy, take on lease or in exchange, hire or otherwise acquire any real or personal property (including intellectual property) and any rights or privileges which the Company

- may think necessary for the promotion of its Objects and to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use,
- 5.10 to make planning applications, applications for consent under bye-laws or building regulations and other like applications;
- 5.11 subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company,
- 5 12 subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and on such security (if any) as may be thought fit,
- 5 13 to employ, engage or retain the services of such persons as may be necessary or desirable for the attainment of the Objects of the Company on such terms as may be thought fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependants,
- 5.14 to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that
- 5 14 1 the Managers shall be authorised to carry on regulated activities under the Financial Services and Markets Act 2000;
- 5.14 2 the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;
- 5 14.3 the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the Company within 14 days and to report regularly on the performance of investments managed by them,
- 5.14 4 the Company shall be entitled at any time to review, alter or terminate the delegation or the terms thereof,
- 5 14.5 the Company shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Company to undertake such reviews within the period of 12 months shall not invalidate the delegation,
- 5.14.6 the Company shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the

Managers are employed, requiring the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers,

- 5.15 to permit any investments belonging to the Company to be held in the name of any bank or company as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such;
- 5.16 to insure the Company or any of its land and buildings against any foreseeable risk of loss,
- 5.17 to provide trustee indemnity insurance for the Trustees in accordance with, and subject to, conditions contained in section 73F of the Charities Act 1993;
- 5.18 to establish charitable trusts for any particular purposes of the Company, to act as trustees of any such special charitable trust whether established by the Company or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Company and may be conducive to its Objects,
- 5 19 to take and accept any gift of money, property or other assets, whether subject to any special trust or not;
- 5.20 to establish and support or aid in the establishment and support of any charitable companies, associations or institutions in any way connected with the purposes of the Company or calculated to further its Objects,
- 5.21 to co-operate with other charities, companies, voluntary bodies, statutory authorities and other organisations in order to further of the Objects of the Company for other charitable purposes and to exchange information and advice with them;
- 5 22 to employ and pay any person or persons not being members of the Board to supervise, organise, carry on the work of and advise the Company and to pay annual sums or premiums for or towards the provision of pension for such persons or their dependents,
- 5 23 to amalgamate with, acquire the assets of or in any other way to merge with any organisation which is charitable at law and has objects altogether or mainly similar to the Objects of the Company;
- 5 24 either alone or jointly with others, to establish and control one or more companies to assist or act as agents for the Company,
- 5.25 to the extent permitted by charity law, to campaign or to support campaigns on any matter relevant to the Objects of the Company,

- 5.26 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;
- 5.27 to do all such other lawful things as shall further the attainment of the Objects of the Company or any of them

APPLICATION OF INCOME AND PROPERTY

- 6 The income and property of the Company shall be applied solely towards the promotion of the Objects as set forth in this Articles of Association and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company and no Trustee (as defined in the Articles of Association of the Company) shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that nothing in the Articles shall prevent any payment in good faith by the Company
- 6.1 of the usual charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf. Provided that at no time shall a majority of the Board benefit under this provision and that a Trustee shall withdraw from any meeting at which his appointment or remuneration, or that of his or her partner is under discussion;
- 6.2 of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant who is not a Trustee;
- 6.3 of interest on money lent by any Member of the Company or Trustee at a reasonable and proper rate,
- 6.4 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- 6.5 of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee;
- 6.6 to any Trustee of reasonable out-of-pocket expenses;
- 6.7 of reasonable and proper premiums in respect of trustee indemnity insurance, effected in accordance with Article 5.17 of these Articles.

LIABILITY OF MEMBERS

- 7 The liability of the Members is limited

- 8 Every Company Member undertakes to contribute such amount as may be required (not exceeding £1 (One Pound Sterling)) to the Company's assets if it should be wound up while he or she is a Company Member or within one year afterwards, for payment of the Company's debts and liabilities contracted before he or she ceases to be a Company Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 9 If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any money or property it shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other charity or charities having objects similar to or including the Objects and which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Article 6 above, chosen by the Company Members at or before the time of dissolution and if that cannot be done then to some other charitable object.

MEMBERSHIP OF THE COMPANY

- 10 The number of Members with which the Company proposes to be registered is unlimited.
- 11 The Company Members shall be:
- 11.1 the Trustees; and
- 11.2 such other persons as the Board admits to membership as a Company Member from time to time (which includes such persons as are Company Members as at the date of adoption of these Articles) until such time as they resign or are removed as a Company Member pursuant to these Articles.
- 12 The Company may from time to time resolve upon the creation of other classes of Members of the Company (including honorary members) provided that the rights of such other classes of Members do not extend to voting at general meetings. Such categories of membership may be under whatever title or nomenclature the resolution may specify and may bestow upon the persons concerned such rights, privileges, duties and obligations (except the right to vote at general meetings) as may be specified in the resolution.
- 13 Every application for membership shall be in writing signed by or on behalf of the applicant in such form as the Board may from time to time determine.
- 14 The Board shall admit to membership such persons as it shall think fit and the Board may from time to time prescribe (and vary) criteria for membership. The Board may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application. In such circumstances the Board must inform the applicant in writing of the reasons for the refusal within twenty-one

days of the decision. The Board must consider any written representations the applicant may make about the decision. The decision of the Board following any written representations must be notified to the applicant in writing but shall be final.

- 15 The Board may in its discretion levy subscriptions on all or any classes of Members at such rates as it shall determine and may levy subscriptions at different rates for different categories of Member including Members of the same class
- 16 Membership shall not be transferable and a Member shall cease to be a Member.
- 16.1 in the case of a natural person, on death;
- 16.2 in the case of any other person, on its liquidation or dissolution or on its otherwise ceasing to exist,
- 16.3 in the case of a member who is a Trustee, on ceasing to be a Trustee for whatever reason,
- 16.4 if by notice in writing to the Secretary signed by or on behalf of the Member, the Member resigns. The Member is deemed to have resigned when the letter of resignation is received at the Office;
- 16.5 by unanimous resolution of the Board or, if there shall be more than six Trustees, by resolution of the Board passed by a majority of not less than 3/4ths of the Trustees present and voting at a the meeting of the Board convened for the purpose. A resolution to terminate a Member's membership of the Company shall not be passed unless the Member has been given not less than twenty-one days' notice of the meeting of the Board at which the matter is to be considered and has been afforded a reasonable opportunity of being heard by or of making a written representation to the Board prior to the Board voting the resolution;
- 16.6 if any subscription or other sum payable by the Member is not paid on the due date and remains unpaid one month after notice served on the Member on behalf of the Board informing him that he will be removed from the membership if it is not paid. The Board may in its discretion readmit to membership of the Company any person removed on this ground on his paying such part of the sum due as the Board may determine.

PATRONS

- 17 The Trustees may appoint any person to be a Patron of the Company (and remove any Patron) on such terms as they shall think fit.
- 18 A Patron shall have the right to attend and speak (but not vote) at any general meeting of the Company and to be given notice of general meetings as if a Company Member and shall also have the right to receive accounts of the Company when available to Company

Members.

GENERAL MEETINGS

- 19 The Board may call general meetings. General meetings may also be called on the requisition of Company Members pursuant to the provisions of the Statutes
- 20 If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or a Company Member may call a general meeting

NOTICE OF GENERAL MEETINGS

- 22 All general meetings shall be called by at least fourteen clear days' notice but a general meeting, may be called by shorter notice if it is so agreed by a majority in number of Company Members having a right to attend and vote at the meeting who together hold not less than 95% of the total voting rights at the meeting of all of the Company Members
- 23 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. Subject to the Articles, the notice shall be given to all Company Members, Trustees, Patrons, and the Auditor and any other person who is entitled to membership in consequence of the bankruptcy of a Member if the Company has been notified of his entitlement.

PROCEEDINGS AT GENERAL MEETINGS

- 24 No business shall be transacted at any general meeting unless a quorum is present Two persons entitled to vote upon the business to be transacted, each being a Company Member or a duly appointed proxy of a Company Member shall constitute a quorum
- 25 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the chairman of the meeting shall adjourn the meeting
- 26 The chairman, if any, of the Board or in his absence some other Trustee nominated by the Board shall preside as chairman of the meeting, but if neither the chairman nor such Trustee (if any) be present and willing to act within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chairman.
- 27 A Trustee shall, notwithstanding that he is not a Company Member, be entitled to attend and speak (but not vote) at any general meeting. The chairman of the meeting may permit other persons who are not Company Members to attend and speak (but not vote) at general meetings

- 28 If no Trustee is willing to act as Chairman, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Company Member present and entitled to vote shall choose one of their number to be Chairman
- 29 The chairman of the meeting may adjourn a general meeting at which a quorum is present if.
- 29.1 the meeting consents to an adjournment; or
- 29.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 30 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 31 No business shall be transacted at any adjourned meeting other than business left unfinished at the meeting at which the adjournment took place
- 32 When adjourning a general meeting, the chairman of the meeting must:
- 32.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Board, and
- 32.2 have regard to any directions as to the date, time and place of any adjournment which have been given by the meeting
- 33 When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the date, 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
- 34 A resolution put to the vote of a 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. Subject to the provisions of the Statutes, a poll may be demanded by
- 34.1 the chairman of the meeting; or
- 34 2 the Board; or
- 34 3 two or more Company Members having the right to vote on the resolution; or
- 34 4 a Company Member or Company Members representing not less than one-tenth of the total voting rights of all the Company Members having the right to vote at the meeting

- 35 Unless a poll is duly demanded a declaration by the chairman 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
- 36 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 37 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Company Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded
- 38 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the results of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made
- 39 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate during the meeting to all those attending the meeting any information or opinions which that person has on the business of the meeting.
- 40 A person is able to exercise the right to vote at a general meeting when
- 40.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 40.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 41 The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 42 In determining attendance at a general meeting, it is immaterial whether any two or more Company Members attending it are in the same place as each other. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

- 43 A resolution of the Company Members may be passed as a written resolution in accordance with Chapter 2 of Part 13 of the CA 2006.

VOTES OF COMPANY MEMBERS

- 44 Every Company Member shall have one vote on a show of hands and on a poll
- 45 No Company Member shall debate or vote (whether in person or by proxy) on any matter in which he is personally interested (otherwise than by virtue of his being a Company Member) without the permission of the majority of the persons present and voting
- 46 Any organisation which is a Company Member may by resolution of its board or other governing body authorise such individuals as it thinks fit to act as its representative at any meeting of the Company, and the individual so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual Company Member of the Company. An instrument appointing such individual shall be in the following form or as near to it as circumstances will admit, or in any other form which is usual or which the Board may approve

INSTITUTE FOR STRATEGIC DIALOGUE

We [name of organisation] being a Company Member of the above-named company hereby appoint

[name and address of representative] or failing him/her,

[name and address of substitute] to vote on our behalf at the [adjourned] general meeting of the above-named company to be held on the day of
and at any adjournment thereof

Signed [name] this day of .

- 47 Any Company Member of the Company entitled to attend and vote at any general meeting of the Company shall be entitled to appoint another person or persons (whether a Company Member or not) as his proxy or proxies to attend, speak and vote (by show of hands or poll) instead of him.
- 48 The instrument appointing a proxy shall be signed by the appointor or his attorney in the following hard copy or electronic form or as near to it as circumstances admit, or in any other form which is usual or which the Board may approve:

INSTITUTE FOR STRATEGIC DIALOGUE

I [Company Member's name and address] being a Company Member of the

above-named company hereby appoint

[name and address of proxy holder] or failing him/her,

[name and address of substitute] as my/our proxy to vote on my/our behalf at the
[adjourned] general meeting of the above-named company to be held on the
day of and at any adjournment thereof

Signed [name] this day of

- 49 Where it is desired to afford Company Members an opportunity of instructing a proxy how he shall act, the instrument appointing a proxy shall be signed by the appointor or his attorney in the following hard copy or electronic form or as near to it as circumstances admit, or in any other form which is usual or which the Board may approve.

INSTITUTE FOR STRATEGIC DIALOGUE

I, [Company Member's name and address], being a Company Member of the above-named company hereby appoint

[name and address of proxy holder] or failing him/her,

[name and address of substitute] as my/our proxy to vote on my/our behalf at the
[adjourned] general meeting of the Company to be held on the day of
. ... and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows

Resolution 1 *for *against

Resolution 2 *for *against

* Delete, as appropriate

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting

Signed [name..] this .. day of

- 50 The appointment of a proxy and any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy shall:
- 50 1 in the case of an appointment in hard copy form, be delivered personally or by post to the Office not less than 48 hours before the time appointed for holding the meeting or adjourned meeting to which it relates; or

50.2 in the case of an appointment in electronic form, be received at an address specified (or is deemed by a provision in the CA 2006 to have been specified) by or on behalf of the Company for the purpose of receiving documents or information in electronic form:

- (i) in, or by way of note to, the notice convening the meeting;
- (ii) in any form of proxy sent by or on behalf of the Company in relation to the meeting; or
- (iii) in any invitation in electronic form to appoint a proxy issued by or on behalf of the Company in relation to the meeting,

not less than 48 hours before the time appointed for holding the meeting or adjourned meeting to which it relates; or

50.3 in the case of a poll which is taken more than 48 hours after it is demanded, be delivered or received as aforesaid not less than 24 hours before the time appointed for the taking of the poll, or

50.4 in the case of a poll which is not taken at the meeting at which it is demanded but is taken not more than 48 hours after such meeting, be delivered in hard copy form at the meeting at which the poll is held to the chairman of the meeting or to the Secretary or to any Trustee.

51 In calculating the periods mentioned in Article 50, no account shall be taken of any part of a day that is not a working day as defined in section 1173 of the CA 2006.

52 In default of the provisions of Article 50 the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.

53 An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll

54 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting whose decision is final

55 An appointment of a proxy relating to more than one meeting (including any adjournment thereof) having once been so received for the purposes of any meeting shall not be required to be received again for the purposes of a subsequent meeting to which it relates

56 The appointment of a proxy shall also be deemed to confer authority to vote on any

amendment of a resolution put to the meeting for which it is given as the proxy thinks fit Subject to Article 52, the appointment of a proxy shall, unless it provides to the contrary, be valid for any adjournment of the meeting as well as for the meeting to which it relates.

- 57 Subject to Article 58, if two or more valid but differing appointments of proxy are received in respect of the same Company Member for use on the same resolution, the one which is last delivered or received (regardless of its date or of the date or time of its execution or transmission) shall be treated as replacing and revoking the others
- 58 The Board may determine at its discretion when an appointment of a proxy shall be treated as delivered or received for the purposes of the Articles
- 59 Notice of the revocation of the appointment of a proxy may be given in any lawful manner which complies with the regulations (if any) made by the Board to govern the revocation of a proxy
- 60 A vote cast or a poll demanded by a proxy or by the duly authorised representative of a corporation shall not be rendered invalid by reason of the death or mental disorder of the appointor or by the termination or revocation of the proxy or the authority under which the proxy was executed unless notice of such death, mental disorder, termination or revocation shall have been received by the Company not later than the latest time at which the proxy would need to have been delivered to or received by the Company in order to be valid for use at the meeting or adjourned meeting at which the proxy is used, or in the case of a poll, not later than the latest time at which the proxy would need to have been delivered to or received by the Company to enable the proxy to vote on the poll Such notice shall be either by means of an instrument in hard copy form, delivered to the Office or in electronic form received at the address (if any) specified by or on behalf of the Company in accordance with Article 50.2, regardless of whether any relevant proxy appointment was effected by means of an instrument in hard copy or electronic form.

THE BOARD

- 61 The number of Trustees shall be not less than three
- 62 The Trustees (who shall be Company Members) shall be appointed by resolution of the Board.
- 63 Subject to Articles 64, 71 and 72, Trustees shall serve in office for an initial term of three years and thereafter may be reappointed by resolution of the Board.
- 64 Trustees who, at the time of their appointment under Article 62, are also trustees of the Trialogue Educational Trust (a charity registered in England and Wales with registered charity number 1076660) shall serve in office for an initial term no greater than their

unexpired term of office (calculated at the time of first appointment as a Trustee of the Company) with the Trialogue Educational Trust.

- 65 Except to the extent permitted by Article 6, no Trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party
- 66 The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board (or its committees or sub-committees) or general meetings or otherwise in connection with the discharge of their duties.

POWERS OF THE BOARD

- 67 Subject to the provisions of the Statutes and the Articles and to any directions given by a resolution of the Company Members, the business of the Company shall be managed by the Board who may exercise all the powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and are not by the Statutes or by these presents required to be exercised by the Company in general meeting. No alteration to the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.
- 68 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine
- 69 The Board shall have power from time to time to make, repeal and alter such regulations as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and the affairs thereof; as to prescribing classes of and conditions of membership and the rights and privileges of Members, as to the levels of subscriptions, as to the appointment of officers, as to the duties of officers or employees of the Company, as to the conduct of the business of the Company by the Board or any committee or sub-committee and as to any of the matters or things within the power or under the control of the Board provided that the same shall not be inconsistent with the Articles
- 70 The Board or the Company in general meeting shall have power to repeal or alter or add to any regulations and the Board shall adopt such means as they think sufficient to bring to the notice of Members all such regulations which shall be binding on Members.

DISQUALIFICATION AND REMOVAL OF TRUSTEES

- 71 A Trustee shall cease to hold office if he
- 71.1 ceases to be a Trustee by virtue of any provision in the Statutes or is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 or is otherwise prohibited by law from being a Trustee;
- 71.2 ceases to be a Company Member,
- 71.3 becomes incapable by reason of mental disorder of managing and administering his own affairs;
- 71 4 dies,
- 71 5 resigns his office by notice to the Company (but only if at least two Trustees will remain in office when the notice of resignation is to take effect), or
- 71 6 is absent without the permission of the Board from all their meetings held within a period of six months and the Board resolve that his office be vacated
- 72 In addition and without prejudice to the provisions of Section 168 and 168 of the CA 2006 the Company may by special resolution remove any Trustee before the expiration of his period of office and may by an ordinary resolution appoint another qualified Company Member in his stead but any person so appointed shall retain his office so long only as the Trustee in whose place he is appointed would have held the same if he had not been removed

PROCEEDINGS OF THE BOARD

- 73 Subject to the provisions of the Articles, the Board may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit Any Trustees may, and the Secretary at the request of a Trustees shall, call a meeting of the Board. Notice of a Board meeting shall be deemed to be properly given to a Trustee if it is given to him personally or by word of mouth or sent to him in hard copy form at his last known address or any other address given by him to the Company for this purpose or sent in electronic form to him at an address given by him to the Company for this purpose Questions arising at a meeting shall be decided by a majority of votes In the case of an equality of votes, the chairman shall have a second or casting vote
- 74 The quorum for the transaction of the business of the Board may be fixed by the Board but in the absence of any such resolution the quorum shall be two Trustees
- 75 The Board may act notwithstanding any vacancies but, if the number of Trustees is less

than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a general meeting

- 76 The Board shall from time to time nominate a chairman of their meetings and may at any time remove him from that office Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of Board at which he is present But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting
- 77 The Board may delegate any of its powers or the implementation of any of its resolutions to any committee provided that:
- 77.1 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 co-opt persons up to a specified number);
- 77.2 the composition of any such committee shall be entirely in the discretion of the Board and may comprise such of their number (if any) as the resolution may specify,
- 77.3 the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary;
- 77.4 all delegations under this Article shall be revocable at any time,
- 77.5 the Board may make such regulations and impose such terms or conditions and give such mandates to any such committee as it may from time to time think fit and may authorise further delegation of the Board's powers; and
- 77.6 for the avoidance of doubt, the Board may delegate all financial matters to any committee and shall be empowered to resolve upon the operation of any bank account according to such mandate as it shall think fit from time to time provided that the signature of at least one member of the Board shall be required.
- 78 All acts done by a meeting of the Board, or a committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or member of the committee 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 or a member of the committee (as the case may be) and had been entitled to vote
- 79 A resolution in writing, signed by all the Trustees for the time being or any committee shall

be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) such committee duly convened and held.

80 Trustees and members of any committee may participate in or hold a meeting of the Board or any committee (as the case may be) by means of conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Board or a committee (as the case may be) duly convened and held with such persons physically present. If all Trustees participating in the meeting are not in the same place, they may declare that the meeting is to be treated as taking place wherever any of them is

81 The chairman of a meeting of the Board or a committee or sub-committee of the Board may permit other persons who are not Trustees or members of the committee or sub-committee, as applicable, to attend and/or speak (but not vote) at such meetings.

DECLARATION OF TRUSTEES' INTERESTS

82 A Trustee shall declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared by such means as are set out at Chapter 2 of Part I of the CA 2006. A Trustee shall absent himself from any discussions of the Trustees in which it is possible that a conflict of interest may arise between his duty to act solely in the interests of the Company and any personal interests (including but not limited to any personal financial interest).

CONFLICTS OF INTERESTS

83 If a conflict of interests arises for a Trustee 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, those Trustees who do not have a conflict of interests may authorise such a conflict of interests where the following conditions apply

83.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person,

83.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting, and

83.3 the Trustees who do not have a conflict of interests consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.

- 84 Article 83 only applies to a conflict of interests arising because of a duty of loyalty owed to another organisation or a person and only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person

OFFICERS

- 85 For such time as the Companies Acts require, the Board
- 85.1 shall appoint a Secretary and thereafter there will be no obligation to maintain that office,
- 85.2 may appoint or engage a treasurer, a deputy Secretary and such other officers or servants as they shall see fit,
- and any such appointment or engagement may be made for the purpose of discharging such duties and upon such terms as the Board determines and the Board may dismiss any officer so appointed or engaged
- 85 3 Any appointment of a Trustee to an unpaid executive office shall terminate if he ceases to be a Trustee

MINUTES

- 86 The Board shall ensure that minutes are kept:
- 86.1 of all appointments of officers made by the Board; and
- 86.2 of all proceedings at meetings of the Company and of the Board and of committees and sub-committees of the Board including the names of those present at such meetings

THE SEAL

- 87 The seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by (1) a Trustee and by the Secretary or by a second Trustee; or (2) by a Trustee or the Secretary in the presence of a witness who attests the signature

BANK ACCOUNTS

- 88 Any bank account in which any part of the assets of the Company is deposited shall indicate the name of the Company. All cheques and orders for the payment of money from such account shall require two signatures at least one of which shall be that of a Trustee.

ACCOUNTS

- 89 Accounting records sufficient to show and explain the transactions and assets and liabilities of the Company and otherwise complying with the Statutes shall be kept at the Office or such other place within the United Kingdom as the Board thinks fit
- 90 Subject to the requirements of the Statutes, the Company may at a general meeting impose reasonable restrictions as to the time and manner at and in which the books and accounts of the Company may be inspected by Members and subject to those restrictions the books and accounts shall be opened to inspection by Members at all reasonable times during usual business hours

AUDIT

- 91 The Board shall comply with their obligations under the Statutes with regard to the audit of accounts and if required by the Statutes shall appoint an auditor whose duties shall be regulated in accordance with the Statutes

ANNUAL REPORT AND ANNUAL RETURN

- 92 The Board shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and an annual return and their transmission to the Company Commission for England and Wales

NOTICES

- 93 A notice or other document or information which is sent by the Company by post shall be deemed to have been given or sent on the business day after the day when it was put in the post (or, where second-class post is employed, on the second business day after the day when it was put in the post). Proof that an envelope containing the notice or other document or information was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other document or information was given or sent.
- 94 Any notice or other document or information not sent by post but left at a registered address or address for service in the United Kingdom shall be deemed to have been served on the day on which it was left.
- 95 A notice or other document or information which is sent by the Company by electronic means and which the Company is able to show was properly addressed shall be deemed to have been given or sent on the day on which it was so sent. A notice or other document or information sent in electronic form to the Company shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.

- 96 If on two consecutive occasions the Company has attempted to send or supply notices or other documents or information by electronic means to an address for the time being notified to the Company by a member for that purpose but the Company is aware that there has been a failure of delivery of such notice or other document or information, then the Company shall thereafter send or supply the notice or other document or information through the post to such member at his registered address For this purpose a failure of delivery is when a notice or other document or information sent by electronic means is returned undelivered to the Company or its agent with a message stating that delivery was unsuccessful from the address to which it was sent
- 97 A notice or other document or information which is supplied by the Company by means of a website shall be deemed to have been given or sent when it was first made available on the website or, if later, when the recipient was given or was deemed to have been given notice of the fact that the relevant notice, document or information was available on the website.

INDEMNITY

- 98 The Company shall indemnify any Trustee against any liability incurred by him in that capacity, to the extent permitted by sections 232 to 234 of the CA 2006.

Signatures Names and Addresses of Subscribers

MARTIN DAVID PAISNER

Adelaide House
London Bridge
London EC4R 9HA

Martin David Paisner

WITNESS

Signature

Name: Deborah Hayes
Address 9 Aspen House
Longlands Road
Sidcup
Kent

Occupation Secretary

Deborah Hayes

JONATHAN RONALD KROPMAN

Jonathan Ronald Kropman

Adelaide House
London Bridge
London EC4R 9HA

WITNESS

Praphulla Gundecha

Signature

Name: Praphulla Gundecha

Address: 51 Church Drive
N Harrow
Middx
HA8 7NR

Occupation: Secretary