

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06772337

The Registrar of Companies for England and Wales hereby certifies that
TURNER CONTEMPORARY

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

Given at Companies House on 12th December 2008



N06772337M



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated in non-legible form and authenticated by the
Registrar of Companies under section 710A of the Companies Act 1985



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

6772337

Company name

TURNER CONTEMPORARY

I,

JOHN PAUL KAMPFNER

of

**18 MECKLEBURGH SQUARE
LONDON
UNITED KINGDOM
WC1N 2AD**

a

person named as a director 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



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: **12/12/2008**



XC1TO5LH

*Company Name
in full:* **TURNER CONTEMPORARY**

*Proposed Registered
Office:* **17-18 THE PARADE
MARGATE
KENT
CT9 1EY**

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

Agent's Name: **THE LONDON LAW AGENCY LIMITED**
Agent's Address: **THE OLD EXCHANGE
WIMBLEDON, LONDON
SW19 7QD**

Company Secretary

Name **VICTORIA POMERY**

Address: **20 PICTON ROAD
RAMSGATE
KENT
UNITED KINGDOM
CT11 9QA**

Consented to Act: **Y** *Date authorised* **12/12/2008** *Authenticated:* **YES**

Director 1:

Name **MR JOHN PAUL KAMPFNER**

Address: **18 MECKLEBURGH SQUARE
LONDON
UNITED KINGDOM
WC1N 2AD**

Nationality: **BRITISH**

Business occupation: **JOURNALIST**

Date of birth: **27/12/1962**

Consented to Act: **Y** *Date Authorised:* **12/12/2008** *Authenticated:* **YES**

Director 2:

Name **MR DAVID LIONEL BRAZIER**

Address: **LOWER SLIDES NORTH ASH
NEW ASH GREEN
KENT
UNITED KINGDOM
DA3 8JE**

Nationality: **BRITISH**

Business occupation: **MARINE SURVEYOR**

Date of birth: **06/11/1947**

Consented to Act: **Y** *Date Authorised:* **12/12/2008** *Authenticated:* **YES**

Director 3:

Name **DAVID GEOFFREY MANNING**

Address: **17-18 THE PARADE
MARGATE
KENT
UNITED KINGDOM
CT9 1EY**

Nationality: **BRITISH**

Business occupation: **NON EXECUTIVE DIRECTOR**

Date of birth: **05/12/1949**

Consented to Act: **Y** *Date Authorised:* **12/12/2008** *Authenticated:* **YES**

Director 4:

Name **LAURA FORD**

Address: **1A PERREN STREET
LONDON
UNITED KINGDOM
NW5 3ED**

Nationality: **BRITISH**

Business occupation: **ARTIST**

Date of birth: **06/02/1961**

Consented to Act: **Y** *Date Authorised:* **12/12/2008** *Authenticated:* **YES**

Director 5:

Name **MRS CATHERINE LOUISE RICKS**

Address: **THE HEAD'S HOUSE SEVENOAKS SCHOOL
SEVENOAKS
KENT
UNITED KINGDOM
TN13 1HJ**

Nationality: **BRITISH**

Business occupation: **HEAD TEACHER**

Date of birth: **16/03/1961**

Consented to Act: **Y** *Date Authorised:* **12/12/2008** *Authenticated:* **YES**

Director 6:

Name **MR FRANCIS FITZGIBBON**

Address: **96 ST THOMAS'S ROAD
LONDON
UNITED KINGDOM
N4 2QW**

Nationality: **BRITISH**

Business occupation: **BARRISTER**

Date of birth: **18/07/1961**

Consented to Act: **Y** *Date Authorised:* **12/12/2008** *Authenticated:* **YES**

Director 7:

Name **MR ROLAND FRANCIS KESTER KEATING**

Address: **35 Highbury Park
London
United Kingdom
N5 1TH**

Nationality: **BRITISH**

Business occupation: **DIRECTOR**

Date of birth: **05/08/1961**

Consented to Act: **Y** *Date Authorised:* **12/12/2008** *Authenticated:* **YES**

Director 8:

Name **MR NEIL GRAHAM WEBSTER**

Address: **37 Kendal Meadow
Chestfield
Whitstable
Kent
United Kingdom
CT5 3PZ**

Nationality: **BRITISH**

Business occupation: **COMPANY DIRECTOR**

Date of birth: **05/10/1966**

Consented to Act: **Y** *Date Authorised:* **12/12/2008** *Authenticated:* **YES**

Director 9:

Name **MS HELEN ELIZABETH HAYES #**

Address:

SE26

Nationality: **BRITISH**

Business occupation: **COMPANY DIRECTOR**

Date of birth: **08/08/1974**

Consented to Act: **Y** *Date Authorised:* **12/12/2008** *Authenticated:* **YES**

Director 1:

Name **MS TAMSIN FRANCES DILLON**

Address: **5 MANNEBY PRIOR
CUMMING STREET
LONDON
UNITED KINGDOM
N1 9JA**

Nationality: **BRITISH**

Business occupation: **HEAD OF ART**

Date of birth: **11/02/1962**

Consented to Act: **Y** *Date Authorised:* **12/12/2008** *Authenticated:* **YES**

Director 1:

Name **MRS PATRICIA JANE BISHOP¹**

Address: **WALPOLE BAY HOTEL & MUSEUM CLIFTONVILLE
MARGATE
KENT
UNITED KINGDOM
CT9 2JJ**

Nationality: **BRITISH**

Business occupation: **PROPRIETOR AND CURATOR**

Date of birth: **21/09/1950**

Consented to Act: **Y** *Date Authorised:* **12/12/2008** *Authenticated:* **YES**

Director 2:

Name **MR CLIVE ROBERT STEVENS²**

Address: **26 OMER AVENUE
MARGATE
KENT
UNITED KINGDOM
CT9 3BX**

Nationality: **BRITISH**

Business occupation: **CHARTERED ACCOUNTANT**

Date of birth: **15/07/1956**

Consented to Act: **Y** *Date Authorised:* **12/12/2008** *Authenticated:* **YES**

Director 1:

Name **MRS BRIDGET ANITA EDWARDS³**

Address: **7 BLEINHEIM PARK ROAD
SOUTH CROYDON
SURREY
UNITED KINGDOM
CR2 6BG**

Nationality: **BRITISH**

Business occupation: **CHIEF EXECUTIVE OFFICER**

Date of birth: **24/11/1960**

Consented to Act: **Y** *Date Authorised:* **12/12/2008** *Authenticated:* **YES**

Authorisation

Authoriser Designation: **subscriber**

Date Authorised: **12/12/2008**

Authenticated: **Yes**

The Companies Acts 1985 to 2006
Company Limited by Guarantee and not Having a Share Capital

**Memorandum
and
Articles of Association
of
Turner Contemporary**

**Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
www.bwblp.com
SE/EC/205294/0001**

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

Memorandum of Association of Turner Contemporary

Name

1. The name of the company is Turner Contemporary. 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 art for the benefit of the public through activities including but not limited to exhibitions, displays, events and commissions including but not limited to those held at Turner Contemporary;
 - 3.2 To advance the education of the public, in particular but without limitation in the visual arts; and
 - 3.3 To promote the efficiency and effectiveness of registered charities and charitable organisations, including community groups, through the provision of premises or other spaces, including but not limited to the Turner Contemporary building.

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 or experts provided that:
 - 4.14.1 the investment policy is set down in writing for the financial expert or experts 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 or experts 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 or experts 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 or nominees (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 or experts 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 support or aid in the establishment and 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 and other bodies and exchange information and advice with them;
- 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, including without limitation any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful

trading), 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;
- 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; or
- 4.30.3 in relation to any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;

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 members 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 any Trustee or officer under the indemnity provisions set out at Article 85;
 - 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 66 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 66 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 members 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 members of the Charity and on the Trustees by any Subsidiary Company, and for this purpose references to the Charity in clauses 5.2.3 and 5.2.9 shall be treated as references to the Subsidiary Company.
- 5.4 Subject to the prior written consent of the Charity Commission in each case, an employee (including, but not limited to, the Chief Executive) of the Charity may be a Trustee notwithstanding he or she is paid as an employee and/or consultant (the "engagement"), subject to satisfying the following conditions:
 - 5.4.1 the remuneration or other sums to be paid to the Trustee in his or her capacity as an employee or consultant do not exceed an amount that is reasonable in all the circumstances;

- 5.4.2 the Trustee is absent from the part of any meeting at which there is a discussion of;
- (a) his or her employment or remuneration, or any matter concerning the contract between him or her and the Charity;
 - (b) his or her performance in the employment, or his or her performance of the contract;
 - (c) any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under clause 5.2; or
 - (d) any other matter relating to a payment or the conferring of any benefit permitted by clause 5.2;
- 5.4.3 the procedure described in Article 66 of the Articles (Conflicts of Interest) is followed in considering the engagement and in relation to any other decisions regarding the remuneration authorised by this provision;
- 5.4.4 the other Trustees are satisfied that the engagement is in the interest of the Charity. In reaching that decision the Trustees must balance the advantage of a trustee being employed against that disadvantages of doing so (especially the limitation on the Trustee's services as a result of dealing with the Trustee's conflict of interest);
- 5.4.5 the reason for the Trustees' decision is recorded by the Trustees in the minute book; and
- 5.4.6 this provision together with clause 5.23 and 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 person who is a Connected Person in relation to that Trustee).

Limited liability

6. The liability of the members is limited.
7. Every member of the Charity undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during his or her membership or within one year afterwards:
- 7.1.1 for payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member;
 - 7.1.2 for the costs, charges and expenses of winding up;
 - 7.1.3 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 members of the Charity, but must be given to some other institution or institutions with similar objects which is or are regarded as charitable under the law of every part of the United Kingdom. The institution or institutions to benefit shall be chosen 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 subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum

Signatures, Names and Addresses of Subscribers

		Guarantee
1.	Name: John Kampfner Address: 18 Mecklenburgh Square London WC1N 2AD	£1
2.	Name: David Brazier Address: Lower Sides North Ash New Ash Green Longfield Kent DA3 8JE	£1
3.	Name: Sir David Manning Address: 17-18 The Parade Margate Kent CT9 1EY	£1
4.	Name: Laura Ford Address: 1A Perren Street London NW5 3ED	£1
5.	Name: Catherine Ricks Address: The Head's House Sevenoaks School Sevenoaks Kent TN13 IHJ	£1

- | | | |
|-----|---|----|
| 6. | Name: Francis Fitzgibbon | £1 |
| | Address: 96 St Thomas's Road
London
N4 2QH | |
| 7. | Name: Roland Keating | £1 |
| | Address: 35 Highbury Park
London
N5 1TH | |
| 8. | Name: Neil Webster | £1 |
| | Address: 37 Kendal Meadow
Chestfield
Whitstable
Kent
CT5 3PZ | |
| 9. | Name: Helen Hayes # | £1 |
| | Address:

SE26 | |
| 10. | Name: Tamsin Dillon | £1 |
| | Address: 5 Manneby Prior
Cumming Street
London
N1 9JA | |
| 11. | Name: Patricia Bishop | £1 |
| | Address: Walpole Bay Hotel & Museum
Cliftonville
Margate
Kent
CT9 2JJ | |

- Dated: 12 December 2008

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

**Articles of Association
of
Turner Contemporary**

Interpretation

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

Term	Meaning
1.1 “address”	includes a number or address used for the purposes of sending or receiving documents by electronic means;
1.2 “annual retirement meeting”	has the meaning given to it in Article 12;
1.3 “Articles”	these Articles of Association of the Charity;
1.4 “Charity”	Turner Contemporary;
1.5 “circulation date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6 “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;
1.7 “Companies Acts”	has the meaning given to it in section 2 of the Companies Act 2006;
1.8 Conflicts of Interest	Any interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Charity;
1.9 “Connected Person”	(a) any spouse, civil partner, 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;

- 1.10 **“electronic form” and “electronic means”** have the meanings respectively given to them in the Companies Act 2006;
- 1.11 **“financial expert”** an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.12 **“hard copy” and “hard copy form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.13 **“Local Authority”** Kent County Council;
- 1.14 **“Memorandum”** the Memorandum of Association of the Charity;
- 1.15 **“Secretary”** the secretary of the Charity (if any);
- 1.16 **“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; and
- 1.17 **“Trustee” and “Trustees”** the Trustee and Trustees as defined in the Companies Acts.

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 Companies Act 2006 as in force on the date when these Articles became 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.

Members

- 3. The Trustees from time to time shall be the only members of the Charity. A Trustee shall become a member on becoming a Trustee. A member shall cease to be a member if he or she ceases to be a Trustee. Membership shall not be transferable and shall cease on death.

Associate Members

- 4. The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make

provided that no such associate members shall be members of the Charity for the purposes of the Articles or the Companies Acts.

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 members' general meeting of the Charity as if a member and shall also have the right to receive accounts of the Charity when available to members.

Trustees

Number of Trustees

6. There shall be at least six Trustees.

Appointment, retirement, removal and disqualification of Trustees

7. The subscribers to the Memorandum shall be the first Trustees.
8. Subject to Article 7, the Charity shall have the following Trustees:
 - 8.1 One Trustee appointed by the Local Authority ("the Associated Trustee"); and
 - 8.2 Such other Trustees as appointed in accordance with these Articles.
9. The Associated Trustee shall be appointed by the Local Authority in such manner as the Local Authority shall from time to time choose.
 - 9.1 Except for his or her appointment under this Article 9, the Associated Trustee shall be subject to the Articles in their entirety (including but not limited to the provisions relating to retirement, removal and disqualification of Trustees). An Associated Trustee will be subject to the same duties and responsibilities as the other Trustees.
 - 9.2 If the office of Associated Trustee becomes vacant, the Local Authority shall appoint a new Associated Trustee in accordance with this Article 9.
10. Subject to Article 7 and 9, Trustees shall be appointed by resolution of the Trustees.
11. Each Trustee shall retire from office at the third annual retirement meeting following the commencement of his or her term of office save that for the first Trustees (for whom the initial term of office shall run from the date of incorporation) four of those Trustees shall retire from office at the third annual retirement meeting and an additional four of those first Trustees shall retire at the fourth annual retirement and the remainder of the first Trustees (who did not retire at the third or fourth annual retirement meetings) shall retire at the fifth annual retirement meeting. The Trustees shall agree amongst themselves which of the first Trustees shall retire at the third fourth and fifth annual retirement meetings, or in the event that agreement cannot be reached, the decision shall be made by lot.

12. The annual retirement meeting shall be the meeting of the Trustees at which the accounts of the Charity are adopted. If a Trustee is required by the Articles to retire at an annual meeting the retirement shall take effect upon the conclusion of the meeting.
13. Retiring Trustees may be reappointed but a Trustee who has served for two consecutive terms of office must take a break from office and may not be reappointed until the earlier of:
 - 13.1 the anniversary of the commencement of his or her break from office; and
 - 13.2 the annual retirement meeting following the annual retirement meeting at which his or her break from office commenced.

For the avoidance of doubt, the first Trustees retiring at the third, fourth or fifth annual retirement meeting in accordance with Article 11 will all be treated as having served for one term of office.

14. If the retirement of a Trustee under Article 11 causes the number of Trustees to fall below that set out in Article 6 then the retiring Trustee shall remain in office until a new appointment is made.
15. No person may be appointed as a Trustee:
 - 15.1 unless he or she has attained the age of 18 years; or
 - 15.2 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.
16. The office of a Trustee shall be vacated if:
 - 16.1 he or she ceases to be a Trustee by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a Trustee;
 - 16.2 he or she is disqualified under the Charities Act 1993 from acting as a Trustee;
 - 16.3 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
 - 16.4 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;
 - 16.5 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);
 - 16.6 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;
 - 16.7 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal

from office, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees; or

- 16.8 he or she ceases to be a member of the Charity.

Powers of Trustees

17. 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 the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
18. 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.
19. 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.
20. Subject to the Articles the Trustees may regulate their proceedings as they think fit.

Chair

21. The Trustees may appoint one of their number to be the chair of the Trustees if a resolution of the Trustees is passed by not less than 60% of the Trustees. The Trustees may at any time remove the chair from that office if a resolution is passed by not less than 80% of the Trustees.

Honorary Treasurer

22. The Trustees may appoint one of their number to be the Honorary Treasurer of the Charity and may at any time remove him or her from that office.

Delegation of Trustees' powers

23. 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.
24. 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

25. In the case of delegation to committees:

- 25.1 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);
- 25.2 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;
- 25.3 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;
- 25.4 all delegations under this Article shall be variable or revocable at any time;
- 25.5 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
- 25.6 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.
- 26. 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.
- 27. 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

- 28. In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:
 - 28.1 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;
 - 28.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and
 - 28.3 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

29. Two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a Trustees' meeting at any time.

Members' general meetings

30. Any two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a members' general meeting at any time.

Length of notice

31. Subject to Article 33, a members' general meeting shall be called by at least 14 clear days' notice unless the Companies Acts require a longer notice period.
32. A members' general meeting may be called by shorter notice if it is so agreed by a majority of the members having a right to attend and vote at that meeting. Any such majority shall together represent at least 90% of the total voting rights at that meeting of all the members.
33. A Trustees' meeting shall be called by at least seven clear days' notice unless either:-
- 33.1 all the Trustees agree; or
- 33.2 urgent circumstances require shorter notice.

Contents of notice

34. Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a Trustees' or members' annual general or general meeting, and the general nature of the business to be transacted. If a special resolution is to be proposed at a members' general meeting, the notice shall include the proposed resolution and specify that it is proposed as a special resolution.
35. In every notice calling a members' general meeting of the Charity there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a members' general meeting.

Service of notice

36. Notice of meetings shall be given to each Trustee and in the case of members' general meetings notice shall also be given to any patron(s) and to the auditors of the Charity.

Manner of serving notice

37. Notice of meetings shall be given in accordance with Articles 80 to 84.

Quorum

38. No business shall be transacted at any meeting unless a quorum is present. At Trustees' meetings five people present in person and entitled to vote shall be a quorum. At members' meetings four people present in person or by proxy an entitled to vote shall be a quorum. If 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 place as 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

39. The chair, if any, of the Trustees or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each meeting. (For the avoidance of doubt a proxy holder who is not a Trustee shall not be entitled to be appointed chair.)

Adjournment

40. 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.
41. When a members' general meeting is adjourned for 14 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.

Voting at Trustees' meetings

42. At a Trustees' meeting every person present in person and entitled to vote shall have one vote.
43. A resolution put to the vote of a Trustees' meeting shall be decided on a show of hands.
44. Subject to Article 21, questions arising at a Trustees' meeting shall be decided by a majority of votes. 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.

Voting at members' general meetings

45. A resolution put to the vote of a members' general meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the Companies Acts, a poll may be demanded:
- 45.1 by the chair; or

- 45.2 by any person who, by virtue of being appointed proxy for one or more members entitled to attend and vote at the meeting, holds two or more votes; or
- 45.3 by at least two members present in person or by proxy and having the right to vote at the meeting; or
- 45.4 by a member or members present in person or by proxy representing at least one-tenth of the total voting rights of all the members having the right to vote at the meeting.
46. Unless a poll is duly demanded 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.
47. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
48. A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
49. A poll demanded on the election of the chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
50. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
51. 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.
52. On a show of hands and on a poll every member present in person or by proxy shall have one vote. In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.
53. The appointment of a proxy shall be in such form as is usual or which the Trustees may approve.

54. Unless the appointment of a proxy indicates otherwise, it must be treated as:
- 54.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- 54.2 appointing that person as a proxy in relation to any adjournment of the members' general meeting to which it relates as well as the meeting itself.
55. The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may:
- 55.1 in the case of an instrument in writing be deposited at the registered office of the Charity or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 55.2 in the case of an appointment sent by electronic means, where an address has been specified for the purpose of receiving documents or information by electronic means:
- 55.2.1 in the notice convening the meeting, or
- 55.2.2 in any instrument of proxy sent out by the Charity in relation to the meeting, or
- 55.2.3 in any invitation to appoint a proxy issued by the Charity in relation to the meeting which is sent by electronic means,
- be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
- 55.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll; or
- 55.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary (if any) or to any Trustee;
- and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.
56. An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates. Attendance by a member in person at a meeting automatically revokes any appointment of a proxy by that member.

Virtual meetings of Trustees

57. A Trustees' 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.

Decisions without a meeting

Written members' resolutions

58. Subject to Article 59, a written resolution of the members of the Charity passed in accordance with these Articles 58 to 63 shall have effect as if passed by the Charity in a members' general meeting.
- 58.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.
- 58.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as special resolution.
- 58.3 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.
59. A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
60. A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.
61. A member signifies their agreement to a proposed written resolution when the Charity receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 61.1 If the document is sent to the Charity in hard copy form, it is authenticated if it bears the member's signature.
- 61.2 If the document is sent to the Charity by electronic means, it is authenticated if it bears the member's signature or if the identity of the member is confirmed in a manner specified by the Charity if it is accompanied by a statement of the identity of the member and the Charity has no reason to doubt the truth of that statement/ if it is from an email address specified by the member to the Charity for the purposes of receiving documents or information by electronic means.

62. A written resolution is passed when the required majority of eligible members have signified their agreement to it.
63. A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

Trustees' decision-making

64. The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.
65. The Trustees may take a majority decision without holding a Trustees' meeting if:
- 65.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;
- 65.2 that Trustee has made the other Trustees aware of the matter and the need for a decision;
- 65.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
- a majority of the Trustees indicate their agreement by any means to a particular decision on that matter.

Conflicts of interest

66. Whenever a Trustee has a personal interest in a matter to be discussed at a meeting or in relation to which a decision is proposed to be made in accordance with Article 64 or 65, and whenever a Trustee 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 or in accordance with Article 64 or 65, he or she must:
- 66.1 declare an interest before discussion begins on the matter;
- 66.2 remain only for such part of the meeting as is in the view of the Trustees necessary to inform the debate;
- 66.3 not be counted in the quorum for that part of the meeting; and
- 66.4 withdraw during the vote and have no vote on the matter.
67. Article 66 shall apply to any matter to be discussed at a general meeting or a Trustees' meeting.
68. If any question arises whether a Trustees' interest can reasonably be regarded as likely to give rise to a conflict of interest, the question shall be decided by a majority decision of the unconflicted Trustees.

69. Where a Trustee is in a position of conflict, he or she will not be in breach of his or her duties to the Charity if he or she withholds confidential information from the Charity.

Trustees' power to authorise a conflict of interest

70. The Trustees may (subject to such terms as they may impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:
- 70.1 any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which he or she has a Conflict of Interest;
- 70.2 the manner in which a Conflict of Interest arising out of any Trustee's office, employment or position may be dealt with and, for the avoidance of doubt, they may modify or dispense with the requirements in Article 66 provided that when deciding to give such authorisation the provisions of Article 66 shall be complied with;
- 70.3 provided that nothing in this Article 70 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with the Memorandum.
71. If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 70 then the Trustee may absent himself or herself from the meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.
72. A Trustee shall not be accountable to the Charity for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees (subject to any limits or conditions to which such approval was subject).
73. When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.
74. Articles 70 to 73 operate without prejudice to the operation of Article 66.

Register of trustees' interests

75. The trustees shall cause to be kept a register of trustees' interests.

Irregularities

76. The proceedings at any meeting or the passing of any resolution or the making of any decision 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 Companies Acts.

General

Secretary

77. A Secretary may 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. If there is no Secretary:
- 77.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and
- 77.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

Minutes

78. The Trustees shall cause minutes to be made in books kept for the purpose:
- 78.1 of all appointments of officers made by the Trustees;
- 78.2 of all resolutions of the Charity and of the Trustees; and
- 78.3 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 (or in the case of minutes of Trustees' meetings signed or authenticated) 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. The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

Records and accounts

79. The Trustees shall comply with the requirements of the Companies Acts 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 Commission of:
- 79.1 annual reports;
- 79.2 annual returns;
- 79.3 annual statements of account.

Communications by and to the Charity

80. Subject to the provisions of the Companies Acts and these Articles:

- 80.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form or in electronic form;
- 80.2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement.
- 80.3 Any document or information (including any notice) sent to a member under the Articles may be sent to the member's postal address as shown in the Charity's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member.
- 81. Any document to be served on the Charity or on any officer of the Charity under the Articles may only be served:
 - 81.1 in the case of documents in hard copy form, by sending or delivering them to the Charity's registered office or delivering them personally to the officer in question; or
 - 81.2 in the case of documents in electronic form, by sending them by electronic means:
 - 81.2.1 to an address notified to the members for that purpose; and
 - 81.2.2 from an address previously notified to the Charity by the member (other than by electronic means) for the purpose of sending and receiving documents and information.
- 82. 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.
- 83. Where a document or information is sent or supplied under the Articles:
 - 83.1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
 - 83.2 Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.
- 84. Where any document or information has been sent or supplied by the Charity by electronic means and the Charity receives notice that the message is undeliverable:
 - 84.1 if the document or information has been sent to a member and is notice of a members' general meeting of the Charity or a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so; and

- 84.2 in all other cases, the Charity will send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.
- 84.3 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

Indemnity

85. Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

Trustees' indemnity insurance

86. 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

87. 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.

Signatures, Names and Addresses of Subscribers

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Dated: 12 December 2008