

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **9572211**

The Registrar of Companies for England and Wales, hereby certifies that

**HISTORIC ARMY AIRCRAFT FLIGHT TRUSTEE LIMITED**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **1st May 2015**



\*N09572211E\*

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

# IN01(ef)

## Application to register a company

Received for filing in Electronic Format on the: 01/05/2015



X46H3F15

*Company Name  
in full:*

**HISTORIC ARMY AIRCRAFT FLIGHT TRUSTEE LIMITED**

*Company Type:*

**Private limited by guarantee**

*Situation of Registered  
Office:*

**England and Wales**

*Proposed Register  
Office Address:*

**HEADQUARTERS ARMY AIR CORPS MIDDLE WALLOP  
STOCKBRIDGE  
HAMPSHIRE  
ENGLAND  
SO20 8DY**

*I wish to adopt entirely bespoke articles*

*Company Director*    ***I***

*Type:*                                **Person**

*Full forename(s):*                **MAJOR DONALD MARK**

*Surname:*                            **BARTLETT**

*Former names:*

*Service Address:*                **HQ ARMY AVIATION CENTRE MIDDLE WALLOP  
STOCKBRIDGE  
HAMPSHIRE  
ENGLAND  
SO20 8DY**

*Country/State Usually Resident:*    **ENGLAND**

*Date of Birth:*    **23/07/1956**                                *Nationality:*    **BRITISH**

*Occupation:*    **ARMY OFFICER**

*Consented to Act:*    **Y**                                *Date authorised:*    **01/05/2015**                                *Authenticated:*    **YES**

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*Company Director* 2

*Type:* **Person**  
*Full forename(s):* **COLONEL WILLIAM ANTHONY**

*Surname:* **MCCMAHON**

*Former names:*

*Service Address:* **HEADQUARTERS ARMY AIR CORPS MIDDLE WALLOP  
STOCKBRIDGE  
HAMPSHIRE  
ENGLAND  
SO20 8DY**

*Country/State Usually Resident:* **ENGLAND**

*Date of Birth:* **19/08/1946** *Nationality:* **BRITISH**

*Occupation:* **RETIRED**

*Consented to Act:* **Y** *Date authorised:* **01/05/2015** *Authenticated:* **YES**

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*Company Director*    **3**

*Type:*                                **Person**  
*Full forename(s):*                **MR MATTHEW**

*Surname:*                            **ROBERTS**

*Former names:*

*Service Address:*                **HEADQUARTERS ARMY AIR CORPS MIDDLE WALLOP  
STOCKBRIDGE  
HAMPSHIRE  
ENGLAND  
SO20 8DY**

*Country/State Usually Resident:*    **ENGLAND**

*Date of Birth:*    **24/06/1961**                                *Nationality:*    **BRITISH**

*Occupation:*    **POLICE PILOT**

*Consented to Act:*    **Y**                                *Date authorised:*    **01/05/2015**                                *Authenticated:*    **YES**

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*Company Director* 4

*Type:* **Person**

*Full forename(s):* **MR GEORGE ALBERT**

*Surname:* **BACON**

*Former names:*

*Service Address:* **HEADQUARTERS ARMY AIR CORPS MIDDLE WALLOP  
STOCKBRIDGE  
HAMPSHIRE  
ENGLAND  
SO20 8DY**

*Country/State Usually Resident:* **ENGLAND**

*Date of Birth:* **19/08/1951** *Nationality:* **BRITISH**

*Occupation:* **CIVIL SERVANT**

*Consented to Act:* **Y** *Date authorised:* **01/05/2015** *Authenticated:* **YES**

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*Company Director*    **5**

*Type:*                                **Person**  
*Full forename(s):*                **MR GAVIN MARK**

*Surname:*                                **RUNDLE**

*Former names:*

*Service Address:*                        **HEADQUARTERS ARMY AIR CORPS MIDDLE WALLOP  
STOCKBRIDGE  
HAMPSHIRE  
ENGLAND  
SO20 8DY**

*Country/State Usually Resident:*    **KENYA**

*Date of Birth:*    **01/10/1972**                                *Nationality:*    **BRITISH**

*Occupation:*    **ARMY OFFICER**

*Consented to Act:*    **Y**                                *Date authorised:*    **01/05/2015**                                *Authenticated:*    **YES**

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*Company Director*    **6**

*Type:*                                **Person**

*Full forename(s):*                **MR LEE FRANCIS**

*Surname:*                                **ROFIX**

*Former names:*

*Service Address:*                        **HEADQUARTERS ARMY AIR CORPS MIDDLE WALLOP  
STOCKBRIDGE  
HAMPSHIRE  
ENGLAND  
SO20 8DY**

*Country/State Usually Resident:*   **ENGLAND**

*Date of Birth:*   **23/04/1958**

*Nationality:*   **BRITISH**

*Occupation:*    **ENGINEER**

*Consented to Act:*   **Y**

*Date authorised:*   **01/05/2015**

*Authenticated:*   **YES**



## Statement of Guarantee

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*I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :*

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

*Name:* DONALD MARK BARTLETT

*Address:* HQ ARMY AVIATION CENTRE MIDDLE      *Amount Guaranteed:*    **£1.00**  
WALLOP  
STOCKBRIDGE  
HAMPSHIRE  
ENGLAND  
SO20 8DY

*Name:* LEE FRANCIS ROFIX

*Address:* HEADQUARTERS ARMY AIR CORPS MIDDLE      *Amount Guaranteed:*    **£1.00**  
WALLOP  
STOCKBRIDGE  
HAMPSHIRE  
ENGLAND  
SO20 8DY

*Name:* GAVIN MARK RUNDLE

*Address:* HEADQUARTERS ARMY AIR CORPS MIDDLE      *Amount Guaranteed:*    **£1.00**  
WALLOP  
STOCKBRIDGE  
HAMPSHIRE  
ENGLAND  
SO20 8DY

*Name:* WILLIAM ANTHONY MCMAHON

*Address:* HEADQUARTERS ARMY AIR CORPS MIDDLE      *Amount Guaranteed:*    **£1.00**  
WALLOP  
STOCKBRIDGE  
HAMPSHIRE  
ENGLAND  
SO20 8DY

*Name:* MATTHEW ROBERTS

*Address:* HEADQUARTERS ARMY AIR CORPS MIDDLE      *Amount Guaranteed:*    **£1.00**  
WALLOP  
STOCKBRIDGE  
HAMPSHIRE  
ENGLAND  
SO20 8DY

*Name:* GEORGE ALBERT BACON

*Address:* HEADQUARTERS ARMY AIR CORPS MIDDLE      *Amount Guaranteed:*    **£1.00**  
WALLOP  
STOCKBRIDGE  
HAMPSHIRE  
ENGLAND  
SO20 8DY

## Statement of Compliance

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

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## *Authorisation*

*Authoriser Designation:* **subscriber**

*Authenticated:* **Yes**

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Registered Number:

**COMPANY NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM OF ASSOCIATION  
OF  
HISTORIC ARMY AIRCRAFT FLIGHT TRUSTEE LIMITED**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

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Name of each subscriber

Authentication by each subscriber

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George Albert Bacon

Donald Mark Bartlett

William Anthony McMahon

Matthew Roberts

Lee Francis Rofix

Gavin Mark Rundle

Dated this 1<sup>st</sup> day of May 2015

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**HISTORIC ARMY AIRCRAFT FLIGHT TRUSTEE LIMITED**

**INTERPRETATION**

**1 1.1. In these Articles:**

|                       |   |
|-----------------------|---|
| <i>the Articles</i>   | means these Articles of Association;  |
| <i>the Board</i>      | means the board of directors of the Company;  |
| <i>CA 2006</i>        | means the Companies Act 2006;   |
| <i>Chairman</i>       | means the chairman of the Board appointed from time to time;  |
| <i>Charity</i>        | means The Historic Aircraft Flight Trust (registered charity number: 1024043;   |
| <i>clear days</i>     | 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; |
| <i>Companies Acts</i> | means the Companies Acts (as defined in section 2 of the Companies Act 2006);   |
| <i>the Company</i>    | means the above named company;  |

|                                 |  |
|---------------------------------|--|
| <i>Connected Person</i>         | means a person connected with a Director as set out in section 118 of the Charities Act 2011;  |
| <i>Director</i>                 | Means a Member of the Board;   |
| <i>electronic communication</i> | means the same as in the CA 2006;  |
| <i>electronic form</i>          | Has the meaning in section 1168(3) of the CA 2006;   |
| <i>executed</i>                 | includes any mode of execution;  |
| <i>hard copy</i>                | Has the meaning in section 1168(2) of the CA 2006;   |
| <i>governing document</i>       | means the Trust Deed dated 1 June 1993 as amended from time to time;   |
| <i>Members</i>                  | means the members of the Company;  |
| <i>the Memorandum</i>           | means the Memorandum of Association of the Company;  |
| <i>Model Articles</i>           | means the model articles for private companies limited by guarantee contained in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 2009/ 3229) as amended prior to the date of adoption of these Articles; |
| <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 companies registered under the Companies Acts;

*the United Kingdom* means Great Britain and Northern Ireland.

1.2. Any reference to:

1.2.1. 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;

1.2.2. the singular includes the plural and vice versa and the masculine includes the feminine and the neuter genders and vice versa; and

1.2.3. 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);

1.3. Subject to the preceding provisions of this Article 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.

#### **APPLICATION OF MODEL ARTICLES**

2 The Model Articles shall not apply to the Company and are hereby excluded in their entirety.

#### **OBJECTS AND POWERS OF THE COMPANY**

3 The objects for which the Company is established (the “Objects”) are:

3.1. to act as the trustee of the Charity in accordance with the terms of the governing document of the Charity; to further the objects of the Charity; and to exercise all powers exercisable by the trustee of the Charity under the governing document in the promotion, administration and management of the Charity; and to undertake, do and perform all things the Company shall consider expedient in connection with the performance of such office;

3.2. in furtherance of the Objects the Company may do all such lawful things as are incidental or conducive to the attainment of the Objects in Article 3.1.

- 4 The net income after payment of expenses and property of the Company shall be applied for charitable or public purposes and no part of such net income or property shall be distributed directly or amongst any of its members.

#### **LIABILITY OF COMPANY MEMBERS**

- 5 The liability of each Member is limited to a sum not exceeding £1.00.

#### **MEMBERSHIP**

- 6 The Company must maintain a register of Members.
- 7 The Members shall be the Directors from time to time.
- 8 Every person appointed as a Member shall provide written consent to be a Member.
- 9 Membership shall not be transferrable and a Member shall cease to be a Member if he ceases to be a Director for whatever reason.

#### **GENERAL MEETINGS**

- 10 The Board may call general meetings.
- 11 If there are not within the United Kingdom sufficient Directors to achieve a quorum of the Board in order to call a general meeting, any Director may call a general meeting.

#### **NOTICE OF GENERAL MEETINGS**

- 12 All general meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting being a majority together holding not less than 90% of the total voting rights.
- 13 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted. The notice shall be given to all Members, Directors and the auditors.

#### **PROCEEDINGS AT GENERAL MEETINGS**

- 14 No business other than the appointment of the chairman of the meeting shall be transacted at any general meeting unless a quorum is present. The quorum for the transaction of the business at a general meeting of the Company shall be one third of the Members or two Members whichever is the greater.
- 15 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 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 chairman of the meeting may determine.



- 16 The Chairman shall preside as chairman of the meeting, but if the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the Directors present shall elect one of their number to be chairman of the meeting.
- 17 The chairman of the meeting 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 any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given in any manner in which notice of a meeting may lawfully 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.
- 18 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:
- 18.1. by the chairman of the meeting; or
- 18.2. by at least two Members present in person or by proxy and having the right to vote at the meeting.
- 19 Unless a poll is duly demanded, a declaration by the chairman of the meeting 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.
- 20 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman of the meeting. 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.
- 21 A poll shall be taken as the chairman of the meeting directs and he may appoint scrutineers (who need not be 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.
- 22 A poll demanded on the election of a chairman of the meeting 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 of the meeting 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.
- 23 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall not be entitled to a casting vote in addition to any other vote he may have. The motion shall be

deemed not carried but without prejudice to the rights of any Members under these Articles or the Statutes to put the motion again at that or some future meeting.

#### **WRITTEN RESOLUTIONS**

- 24 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75% of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been circulated to every eligible Member and a simple majority (or in the case of a special resolution a majority of not less than 75% of Members has signified agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Members have signified their agreement.
- 25 Neither a resolution removing a Director before the expiration of his period of office nor a resolution removing an auditor before the expiration of his term of office can be passed as a written resolution.
- 26 At the absolute discretion of the Board and subject to notification being given to the Company, a person entitled to be present at a general meeting may participate by means of electronic communications whereby all persons participating in the meeting can understand and communicate with each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting. Such a meeting shall be deemed to take place where it is convened to be held or where the largest group of those participating is assembled, or if there is no such group, where the chairman of the meeting is situated. The word "meeting" in these Articles shall be construed accordingly

#### **VOTES OF MEMBERS**

- 27 Subject to Article 28, every Member shall have one vote.
- 28 No Member shall debate or vote (whether in person or by proxy) on any matter in which he is personally interested without the permission of the majority of the persons present and voting.
- 29 Any Member entitled to attend and vote at any meeting of the Company shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and to speak and to vote (by show of hands or poll) at a general meeting instead of him.
- 30 The appointment of a proxy and any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy shall be in such form as the Board may in their absolute discretion direct and shall:
- 30.1. 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 at which it relates; or

30.2. in the case of an appointment in electronic form, be received at an address specified by or on behalf of the Company for the purpose of receiving documents or information in electronic form:

30.2.1. in, or by way of note to, the notice convening the meeting;

30.2.2. in any form of proxy sent by or on behalf of the Company in relation to the meeting; or

30.2.3. 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

30.3. 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

30.4. 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 it was demanded, be delivered in hard copy form to the Chairman or to the Secretary or to any Director at the meeting at which the poll was demanded

and in calculating the periods referred to in this Article 30, no account is to be taken of any part of a day which is not a working day.

31 In default of delivery or receipt in accordance with Article 30, the instrument of proxy shall be invalid and no instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.

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

33 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 chairman of the meeting whose decision shall be final and conclusive.

34 A vote cast or a poll demanded by a proxy 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 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 whether to vote in person or on a poll at the meeting or adjourned meeting at which the proxy is used to which it relates. Such notice of termination shall be made 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 30.1, regardless of whether any relevant proxy appointment was effected by means of an instrument in hard copy or electronic form.

## **THE BOARD**

- 35 The number of Directors shall be not less than three but shall not be subject to any maximum.
- 36 The first Directors shall be those persons named as the first Directors in the statement delivered to the Registrar of Companies pursuant to the Companies Acts, who shall be deemed to have been appointed under the Articles. Future Directors shall be appointed by resolution of the Board. The Board may from time to time prescribe and vary criteria for the appointment of Directors. Pursuant to Article 7, a person validly appointed by the Board as a Director shall, upon receipt by the Company of written consent from such person to become a Member, be admitted as a Member of the Company.
- 37 Except to the extent permitted by the Articles, no Director shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a director in any other contract to which the Company is a party provided that nothing in the Articles shall prevent (and the Company specifically authorises) any payment or provision made in good faith by the Company of reasonable and proper remuneration for services and/ or associated goods to any Director or Connected Person, subject to the restrictions imposed by the Charities Act 2011.
- 38 The Directors 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**

- 39 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 unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution of the Members. 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. A meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.
- 40 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.
- 41 The Board shall have power from time to time to make, repeal and alter rules or regulations for the proper conduct and management of the Company, any committee and any other matters arising under the Articles.

## **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- 42 A Director shall cease to hold office if he:
- 42.1. ceases to be a Director by virtue of any provision in the Statutes or is disqualified from acting as a

charity trustee by virtue of section 178 of the Charities Act 2011 or is otherwise prohibited by law from being a director;

- 42.2. becomes incapable by reason of mental disorder, illness or injury (whether physical or mental) of managing and administering his own affairs and may remain so for more than 3 months;
- 42.3. resigns his office by notice to the Company (but only if, pursuant to Article 45, a quorum of Directors will remain in office when the notice of resignation is to take effect);
- 42.4. is removed from office by way of a resolution of not less than 75% of the Directors entitled to attend and vote at a Board meeting;
- 42.5. is absent without the permission of the Board from all their meetings held within a period of one year and that the Board resolve that his office be vacated; or
- 42.6. ceases to be a Member of the Company for any reason.

#### **PROCEEDINGS OF THE BOARD**

- 43 Subject to the provision of the Articles, the Board may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit. Two Directors may and the Secretary at the request of two Directors shall call a meeting of the Board. Notice of a Board meeting shall be deemed to be properly given to a Director 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.
- 44 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.
- 45 The quorum for the transaction of the business of the Board may be fixed by the Board but shall not be less than one third of their number or three whichever is the greater.
- 46 The Board may act notwithstanding any vacancies but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors may act only for the purpose of filling vacancies or of calling a general meeting.
- 47 The Board shall from time to time elect a chairman of their meetings and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Board at which he is present. If there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.
- 48 The Board may from time to time provide for the management and transaction of the affairs of the Company in such manner as it finds fit. In particular, the Board may delegate any of its powers, discretions or the implementation of any of its resolutions to any committee provided that:

- 48.1. 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);
- 48.2. 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; and
- 48.3. 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 ensure that Minutes are taken of their deliberations, resolutions passed and decisions taken.
- 49 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 Director 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 Director or a member of the committee (as the case may be) and had been entitled to vote.
- 50 Instead of taking a decision at a meeting of the Directors, a decision of the Directors can be taken when all eligible Directors indicate to each other by any means that they share a common view on a matter provided that the eligible Directors taking such a decision would have formed a quorum had a meeting of the Directors been held. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing (including email). Otherwise, such a decision must be recorded in writing and signed by the Chairman to confirm that agreement of all eligible Directors has been obtained. References in this Article to "eligible Directors" are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Board meeting.
- 51 Directors 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 telephone, televisual, electronic or virtual communications so that all persons participating in the meeting can be identified by the Chairman and can understand and communicate with each other simultaneously. 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.
- 52 A Director must declare the nature and extent of any interest direct or indirect, whether personal or by virtue of a duty of loyalty or otherwise, which that Director has in a proposed transaction or arrangement with the Company before that transaction or arrangement is entered into or which the Director has in any existing transaction or arrangement already entered into by the Company which has not been previously declared. That Director shall provide sufficient information to the other Directors to enable them to properly debate the matter and shall be absent from that part of the meeting at which the matter is discussed and shall not be counted in the quorum for that part of the meeting and shall have no vote on the matter.

- 53 In accordance with the requirements set out in Articles 54 to 56.2 inclusive, the Directors may authorise any matter proposed to them by any Governor which would, if not authorised, constitute a breach of the duty to avoid conflicts of interests under section 175 of the CA 2006 ("Conflict").
- 54 Any authorisation under Article 53 will be effective only if:
- 54.1. the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;
  - 54.2. any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and the Director concerned shall be absent from that part of the meeting at which the matter is discussed;
  - 54.3. the matter was agreed to without his voting or would have been agreed to if his vote had not been counted; and
  - 54.4. the Directors, other than the Director concerned, consider that it is in the interests of the Company to authorise the Conflict.
- 55 Any authorisation of a Conflict under Article 53 may (whether at the time of giving the authorisation or subsequently):
- 55.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
  - 55.2. be subject to such terms and for such duration, or impose such limits or conditions as the Directors may in their absolute discretion determine; and
  - 55.3. be terminated or varied by the Directors at any time. This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.
- 56 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person the Director is under no obligation to:
- 56.1. disclose such information to the Directors or to any Director or other officer or employee of the Company; nor
  - 56.2. use or apply any such information in performing his duties as a Director, where to do so would amount to a breach of that confidence.
- 57 Where the Directors authorise a Conflict:

- 57.1. the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict;
- 57.2. the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the CA 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation; and
- 57.3. neither the Director nor any Connected Person may receive any direct or indirect benefit as a result of the authorised Conflict other than a benefit which is authorised under the Articles.

## **OFFICERS**

58 The Board:

- 58.1. may appoint a Secretary. If no Secretary is appointed, the duties of the Secretary shall be carried out by one of the Directors or such other person as is duly appointed by the Board to carry out those duties;
- 58.2. may appoint or engage a treasurer, a deputy Company secretary and such other officers 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.

## **MINUTES**

59 The Board shall ensure that minutes are kept for a minimum of ten years (or such other period as the Statutes require):

- 59.1. of all appointments of officers made by the Board; and
- 59.2. 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**

60 The seal (if any) shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director.

## **NOTICES**

61 Notwithstanding anything to the contrary in these Articles, any notice or other document or information sent or supplied by or to the Company (whether authorised or required to be sent or supplied by the



Statutes or otherwise) to or by a Member, or to or by any person entitled to enjoy or exercise all or any specified rights of a member in relation to the Company, may be sent or supplied in any way in which the CA 2006 provides for documents or information to be sent or supplied by or to the Company for the purposes of the Statutes.

- 62 Subject to first obtaining consent of Members, the Company may supply any document or information to the Members via a website.
- 63 A notice or other document or information sent by a Member in electronic form shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.
- 64 A Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
- 65 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 65.1. if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- 65.2. if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 65.3. if properly addressed and sent or supplied by electronic means, 24 hours after the document or information was sent or supplied; and
- 65.4. if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a working day.

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

## **INDEMNITY**

- 67 Subject to the provisions of the Statutes but without prejudice to any indemnity to which the person concerned may otherwise be entitled every Director or other officer of the Company may be indemnified

out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

- 68 Subject to the provisions of the Statutes, the Board shall have power to resolve to effect indemnity insurance for any Director or other officer of the Company notwithstanding their interest in such a policy.

#### **WINDING-UP**

- 69 Every Member undertakes to contribute such amount as may be required (not exceeding £1.00) to the Company's assets if it should be wound up while he or she is a Member or within one year afterwards, for payment of the Company's debts and liabilities contracted before he or she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 70 If upon the winding up or dissolution of the Company there shall remain, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed amongst the Members of the Company, but shall be distributed to the Charity or such other charity to be selected by the Directors or to some other charitable object.