



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 297368

The Registrar of Companies for Scotland hereby certifies that

ANDSTRAT MEDIATION

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

Given at Companies House, Edinburgh, the 17th February 2006



NSC297368Q



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

Please complete in typescript, or in bold black capitals.

Declaration on application for registration

CHWP007

297368

Company Name in full

ANSTRAT MEDIATION

I, JONATHAN ROSEDALE MORDAUNT MACQUEEN

of 1 RUTLAND COURT, EDINBURGH EH3 8EY

do solemnly and sincerely declare that I am a[†] [Solicitor engaged in the formation of the company] ~~[person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985]~~ and 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.

[†] Please delete as appropriate

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835

Declarant's signature

[Signature]

Declared at EDINBURGH

Day Month Year

On 1 7 0 2 2 0 0 6

① Please print name.

before me

BRUCE FARQUHAR, NOTARY PUBLIC

Signed

[Signature]

Date

17/2/06

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor~~

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Anderson Strathern

1 Rutland Court, Edinburgh EH3 8EY

Tel 0131 270 7700

DX number ED 3

DX exchange Edinburgh - 1

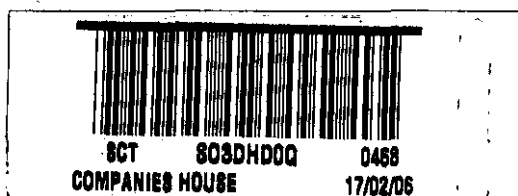
When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh



Form revised June 1998

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30(5)(a)

Please complete in typescript,
or in bold black capitals.

CHWP007

Declaration on application for registration of a company exempt from the requirement to use the word "limited" or "cyfyngedig"

Company Name in full

ANDSTRAT MEDIATION

I, **JONATHAN ROSEDALE MORDAUNT MACQUEEN**

of **1 RUTLAND COURT, EDINBURGH EH3 8EY**

a [Solicitor engaged in the formation of the company] [person named as
director or secretary of the company in the statement delivered under
section 16 of the Companies Act 1985]† do solemnly and sincerely declare
that the company complies with the requirements of section 30(3) of the
Companies Act 1985.

† Please delete as appropriate

And I make this solemn Declaration conscientiously believing the same to
be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at

EDINBURGH

Day Month Year

on 1 7 0 2 2 0 0 6

◆ Please print name.

before me ◆

BRUCE FARQUHAR, NOTARY PUBLIC

Signed

Date

17/2/06

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,
telephone number and, if available
a DX number and Exchange of the
person Companies House should
contact if there is any query.

Anderson Strathern

1 Rutland Court, Edinburgh EH3 8EY

Tel 0131 270 7700

DX number ED 3 DX exchange EDINBURGH - 1



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for companies registered in Scotland DX 235 Edinburgh

Please complete in typescript,
or in bold black capitals.

CHWP007

Notes on completion appear on final page

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

Company Name in full

ANDSTRAT MEDIATION

Proposed Registered Office

(PO Box numbers only, are not acceptable)

1 RUTLAND COURT

Post town

EDINBURGH

County / Region

MIDLOTHIAN

Postcode

EH3 8EY

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum mark
the box opposite and give the agent's name
and address.

X

Agent's Name

ANDERSON STRATHERN

Address

1 RUTLAND COURT

Post town

EDINBURGH

County / Region

MIDLOTHIAN

Postcode

EH3 8EY

Number of continuation sheets attached

0

Please give the name, address,
telephone number and, if available, a DX
number and Exchange of the person
Companies House should contact if there
is any query.

ANDERSON STRATHERN (ref JDP)

1 RUTLAND COURT, EDINBURGH EH3 8EY

Tel **0131 270 7700**

DX number **ED 3** DX exchange **EDINBURGH - 1**

When you have completed and signed the form please send it to the
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Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**



Form revised July 1998

Company Secretary (see notes 1-5)

Company name

ANDERSON STRATHERN

NAME *Style / Title

-

*Honours etc

* Voluntary details

Forename(s)

-

Surname

-

Previous forename(s)

-

Previous surname(s)

-

Address

1 RUTLAND COURT

Usual residential address

For a corporation, give the registered or principal office address.

Post town

EDINBURGH

County / Region

MIDLOTHIAN

Postcode

EH3 8EY

Country

SCOTLAND

I consent to act as secretary of the company named on page 1

Consent signature

Date

17 FEBRUARY 2006

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

MR

*Honours etc

Forename(s)

JOHN HARTLEY

Surname

PHILLIPS

Previous forename(s)

-

Previous surname(s)

-

Address

46 GRANBY ROAD

Usual residential address

For a corporation, give the registered or principal office address.

Post town

EDINBURGH

County / Region

MIDLOTHIAN

Postcode

EH16 ~~NEWSNW~~

Country

SCOTLAND

Day Month Year

Date of birth

1 9 0 2 1 9 4 1

Nationality

British

Business occupation

RETIRED UNIVERSITY LECTURER

Other directorships

COUPLE COUNSELLING SCOTLAND

I consent to act as director of the company named on page 1

Consent signature

Date

17 FEBRUARY 2006

Directors (continued) (see notes 1-5)

NAME	*Style / Title	MR		*Honours etc						
* Voluntary details	Forename(s)	HUGH ROBERTSON								
	Surname	DONALD								
	Previous forename(s)	-								
	Previous surname(s)	-								
Address	14 CORSTORPHINE HOUSE AVENUE									
Usual residential address										
For a corporation, give the registered or principal office address.	Post town	EDINBURGH								
	County / Region	MIDLOTHIAN	Postcode	EH12 7AD						
	Country	SCOTLAND								
	Day	Month	Year							
Date of birth	0	5	1	1	1	9	5	1	Nationality	British
Business occupation	Solicitor									
Other directorships	Family Relations Scotland									
I consent to act as director of the company named on page 1										
Consent signature								Date	17/2/06	

This section must be signed by**Either****an agent on behalf
of all subscribers****Signed****Date**

17 FEBRUARY 2006

Or the subscribers**(i.e those who signed
as members on the
memorandum of
association).****Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,

- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

The date of birth must be given for every individual director.

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years**, when the person was a director, **was**:

- dormant,

- a parent company which wholly owned the company making the return,

- a wholly owned subsidiary of the company making the return, or

- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

**MEMORANDUM and
ARTICLES of ASSOCIATION
of
ANDSTRAT MEDIATION**

**ANDERSON STRATHERN
Solicitors
1 Rutland Court
Edinburgh
EH3 8EY**

THE COMPANIES ACT 1985 to 1989

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

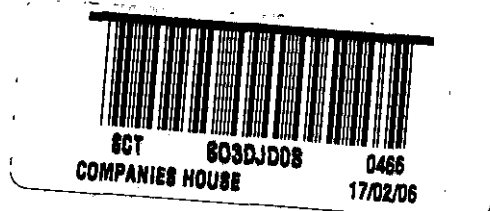
ANDSTRAT MEDIATION

(the "Company")

1. The name of the Company is "ANDSTRAT MEDIATION".
2. The Company's registered office is to be situated in Scotland.
3. This clause shall be interpreted as if it incorporated an over-riding qualification limiting the powers of the Company such that any activity which would otherwise be permitted by the terms of the clause may be carried on only if that activity furthers a purpose which is regarded as charitable for the purposes of section 505 of the Income and Corporation Taxes Act 1988 (including any statutory amendment or re-enactment for the time being in force). Subject to that over-riding qualification, the Company's objects are:
 - 3.1. to promote develop and co-ordinate support services for families, individuals and children affected by relationship difficulties, principally family mediation, child contact centres and confidential counselling services;
 - 3.2. to ensure the maintenance of a high level of standards, practice and quality assurance of couple counselling, family mediation, child contact and other family support services as delivered by member organisations through selection, training, supervision, evaluation, accreditation and registration of practitioners;
 - 3.3. to promote and conduct research on aspects of marriage and other intimate relationships, separating and divorced families and family life;
 - 3.4. to provide, publish and disseminate information and to educate the public and professionals about the importance of strengthening relationships, the needs of separating and divorced families, the impact of family breakdown and the benefits of relationship support, family mediation, child contact centres and other family support services; and
 - 3.5. to develop working relationships with people and organisations concerned with marriage, other intimate personal relationships, separation, divorce and family life.

In furtherance of the stated objects (but not otherwise), the Company shall have the power:

- 3.6. to collect, document, preserve, exhibit and interpret information and material relating to the Company's objects;
- 3.7. to acquire and receive materials and information and to preserve the same and apply them in furtherance of the objects;



- 3.8. to promote and carry out research, surveys and investigations and to publish knowledge acquired as a result of such research, surveys or investigations;
- 3.9. to provide, promote, arrange, organise and conduct courses, lectures, conferences, meetings, exhibitions, discussions, seminars, conferences, tours, workshops and/or the reading of learned papers conducive to the objects;
- 3.10. to establish, form, promote, conduct, participate in, procure and encourage public exhibitions, displays or dissemination by any means or statistics, information, and materials of an educational nature;
- 3.11. to commission, procure, produce, print, publish and distribute, gratuitously or otherwise all kinds of periodicals, books, articles, newspapers, pamphlets, leaflets, films, photographs, videos, CD roms, computer programmes, visual and audio aids and other informative photographs, material in any format and media relating to the objects;
- 3.12. to make grants and to provide other forms of financial assistance or assistance in kind, including loans (with or without interest);
- 3.13. to establish and administer a building fund or funds or a guarantee fund or endowment fund or funds in furtherance of the objects;
- 3.14. to acquire (whether by grant, assignment, licence, purchase, gift or otherwise) any copyright, patent, design right, trade mark, right of publication, translation or reproduction or other intellectual property right which may appear useful to the Company and to register, renew, revoke, license or assign or otherwise turn to account or use the same;
- 3.15. to acquire and take over the whole or any part of the undertaking and liabilities of any person entitled to any property or rights suitable for any of the objects of the Company;
- 3.16. to purchase, take on feu, lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the Company;
- 3.17. to improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Company;
- 3.18. to sell, feu, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the Company;
- 3.19. to lend money and give credit to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person;
- 3.20. to borrow money and give security for the payment of money by, or the performance of other obligations of, the Company or any other person;
- 3.21. to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills, of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- 3.22. to remunerate any individual in the employment of the Company and to establish, maintain and contribute to any pension or superannuation fund for the benefit of, and to give or procure the giving of any donation, pension, allowance or

remuneration to, and to make any payment for or towards the insurance of, any individual who is or was at any time in the employment of the Company and the wife, widow, relatives and dependents of any such individual; and to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person;

- 3.23. to promote any private Act of Parliament, Provisional Order and other authority to enable the Company to carry out its objects, alter its constitution, and achieve any other purpose which may promote the Company's interests, and to oppose or object to any application or proceedings which may prejudice the Company's Interests;
- 3.24. to enter into any arrangement or contract with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to obtain from any such organisation, government or authority any charter, right, privilege or concession;
- 3.25. to enter into partnership or any other arrangement for sharing profit, co-operation or mutual assistance with any charitable body, whether incorporated or unincorporated;
- 3.26. to give any debentures or securities and accept any shares, debentures or securities as consideration for any business, property and rights acquired or disposed of;
- 3.27. to effect insurance against risks of all kinds;
- 3.28. to invest moneys of the Company not immediately required for the purposes of its activities in such investments and securities (including land in any part of the world) and that in such a manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirements) and to dispose of and vary such investments and securities;
- 3.29. to promote companies whose activities may further one or more of the above objects or which may generate income to support one or more of the above objects, acquire and hold shares, stocks, debentures and other interests in such companies and carry out, in relation to any such company which is a subsidiary of the Company, all such functions as may be associated with a holding company;
- 3.30. to establish and support any association or other unincorporated body having objects altogether or in part similar to those of the Company and to promote any company or other incorporated body formed for the purpose of carrying on any activity which the Company is authorised to carry on;
- 3.31. to amalgamate with any charitable body, incorporated or unincorporated, having objects altogether or in part similar to those of the Company;
- 3.32. to subscribe for, take, purchase and otherwise acquire and hold shares, stocks, debentures and other interests in any company with which the Company is authorised to amalgamate and to acquire and take over the whole or any part of the undertaking, assets and liabilities of any body, incorporated or unincorporated, with which the Company is authorised to amalgamate;
- 3.33. to transfer all or any part of the undertaking, property and rights of the Company to any body, incorporated or unincorporated, with which the Company is authorised to amalgamate;

- 3.34. to subscribe and make contributions to or otherwise support charitable bodies, whether incorporated or unincorporated and to make donations for any charitable purpose connected with the activities of the Company or with the furtherance of its objects;
- 3.35. to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the Company;
- 3.36. to take such steps (by way of personal or written appeals, public meetings or any other form of advertising or appeal) as may be deemed expedient for the purpose of procuring contributions to the funds of the Company, whether by way of subscriptions, grants, loans, donations or otherwise;
- 3.37. to carry out any of these objects in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent, contractor, sub-contractor, trustee or any person acting in any other capacity and either alone or in conjunction with others;
- 3.38. to alter from time to time by special resolution the Memorandum or Articles of Association of the Company or either of them in terms of the powers to that effect conferred by law;
- 3.39. to do anything which may be incidental or conducive to the attainment of any of the objects of the Company;
- 3.40. to pay out of the funds of the Company all reasonable costs and expenses, preliminary or incidental to the formation of the Company and its registration;

and it is declared that in this clause where the context so admits, "property" means any property, heritable or moveable, real or personal, wherever situated.

4.1. Subject to clause 4.2

- (a) the income and property of the Company shall be applied solely towards the promotion of its objects as set out in clause 3 of this memorandum of association;
- (b) no part of the income and property of the Company shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to the members of the Company;
- (c) no director of the Company shall be appointed to any office under the Company in respect of which a salary or fee is payable; and
- (d) no benefit in money or money's worth shall be given by the Company to any director except repayment of out-of-pocket expenses.

4.2. The Company shall, notwithstanding the provisions of clause 4.1, be entitled

- (a) to pay reasonable and proper remuneration to any director or member of the Company in return for services (not being of a management nature) actually rendered to the Company;
- (b) to pay interest at a rate not exceeding the commercial rate on money lent to the Company by any director or member of the Company;

- (c) to pay rent at a rate not exceeding the open market rent for premises let to the Company by any director or member of the Company; and
 - (d) to purchase assets from, or sell assets to, any director or member of the Company providing such purchase or sale is at market value.
- 5. The liability of the members is limited.
- 6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while they are a member or within one year after they cease to be a member, for payment of the Company's debts and liabilities contracted before they cease 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.
- 7.1. If on the winding-up of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall not be paid to or distributed among the members of the Company but shall be transferred to some other charitable body or bodies (whether incorporated or unincorporated) whose objects are altogether or in part similar to the objects of the Company and whose constitution restricts the distribution of income and assets among members to an extent at least as great as does clause 4 of this memorandum of association.
- 7.2. The body or bodies to which property is transferred under clause 7.1 shall be determined by the members of the Company at or before the time of dissolution or, failing such determination by such court as may have or may acquire jurisdiction.
- 7.3. To the extent that effect cannot be given to the provisions of clauses 7.1 and 7.2, the relevant property shall be applied to some other charitable object or objects.
- 8.1. Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Company; such accounting records shall be open to inspection at all times by any director of the Company.
- 8.2. The Company's auditors shall make a report to the members on the accounts examined by them and on every balance sheet and income and expenditure account and on all group accounts, copies of which are to be laid before the Company in general meeting.

WE, the persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association:

Name, Address and Description of Members

John Hartley Phillips
46 Granby Road
Edinburgh
EH16 5NW

JHP



..... RETIRED

Description/Occupation

Hugh Robertson Donald
14 Corstorphine House Avenue
Edinburgh
EH12 7AD



..... Solicitor

Description/Occupation

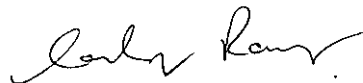
Dated this 17th day of FEBRUARY 2006

WITNESS to the above signatures:



BRUCE FARQUHAR
SOLICITOR
1 RUTLAND COURT
EDINBURGH
EH3 8EY

WITNESS TO THE SIGNATURE
OF JOHN HARTLEY
PHILLIPS AFORESAID



LESLEY RAMSAY
PA
SALTIRE COURT
20 CASTLE TERRACE
EDINBURGH
EH1 2ET

WITNESS TO THE SIGNATURE
OF HUGH DONALD
AFORESAID

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE WITHOUT SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

ANDSTRAT.MEDIATION

(the "Company")

Interpretation

1. In these regulations:

the "Act"	means the Companies Act 1985 as amended by the Companies Act 1989 including any statutory modification or re-enactment thereof for the time being in force;
"AGM"	means annual general meeting;
"Application"	means a written application for membership in such form as the directors may decide for time to time as described in Article 3;
the "Articles"	means the articles of association of the Company as originally adopted or as altered from time to time;
"Associate Member"	means organisations or persons which wish to be kept informed of the Company's activities as described in Article 9;
the "Board"	means the board of directors of the Company;
"Chairman"	means the individual appointed to the office of Chairman in terms of article 57;
"clear days"	in relation to the period of a notice means 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;
"general meeting"	means an extra-ordinary general meeting;
"Member"	means those organisations whose applications for membership of the Company are accepted in terms of Article 6;
"Member Representative"	means an individual appointed by a Member to represent the Member at AGMs and general meetings who shall have the powers of a Member as listed in Article 4;
"Office"	means the registered office of the Company;
"Operating Practices"	means the guidance notes prepared by the Company and as amended from time to time;
"Secretary"	means the secretary of the Company or any other person

appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

"United Kingdom" means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company.

Members

2. The initial subscribers to the memorandum of association of the Company and such other organisations as are admitted as Members of the Company in accordance with the Articles shall be Members of the Company.

Application for Membership

3. Any organisation (other than the initial subscribers to the memorandum of association of the Company) which wishes to become a Member shall lodge with the Secretary a written application for membership (in such form as the directors require), signed on behalf of the organisation stating the name of its Member Representative.
4. For so long as an organisation remains a Member it shall appoint a Member Representative. The Member Representative shall exercise the right of membership on behalf of the Member. The Member retains full power to replace the Member Representative with a different Member Representative and to allow an alternative Member Representative to represent the organisation when the primary Member Representative is not available. Any such appointment whether of the primary or the alternate Member Representative shall be intimated in writing to the Secretary. Each Member Representative shall have one vote at general meetings and one vote at AGMs unless the Member's subscription fee is six or more months overdue following its due date, whereupon the Member Representative shall not be entitled to vote until the Member's arrears have been settled in full.
5. An organisation applying for admission as a Member shall lodge such evidence in support of the application as the directors may require.
6. Every application for membership shall be considered by the Members at the first general meeting held after receipt by the Company of the written application (and, if appropriate, receipt of any supporting evidence) required under Articles 3 and 5 hereof. Any such written application must be approved by at least two-thirds of the Members at the general meeting. The Secretary shall thereafter notify each organisation in writing of the decision as to whether or not to admit them as a Member within seven clear days following the meeting at which the application was considered. Upon payment by the applicant of the annual subscription money, the name of the organisation shall be entered in the register of members of the Company and upon such entry the applicant shall become a Member.
7. In the period between receipt of an application being received and a decision being made by the current Members at the next general meeting as to whether or not the application should be accepted, the directors may decide, on payment of the appropriate subscription, to admit the applicant as a Associate Member, in accordance with the provisions of article 9. If the Associate Member is subsequently admitted as a Member, any such subscription shall be taken into account when determining the membership subscription due.
8. **Observers**

Each Member may, with the agreement of the Chairman, send observers (in addition to the primary or the alternate Member Representative) to any general meeting or delegated committee, but any such observers shall not be entitled to vote thereat.

9. Associate Members and Supporters

- 9.1 Organisations which are not eligible to become Members in terms of Article 2 or do not wish to become Members, but wish to be kept informed of the Company's activities can apply in writing to the Secretary to become an Associate Member of the Company. Each potential Associate Member will thereafter be considered by the Members at the next available general meeting. If two-thirds of the Members approve the application, the applicant shall be notified in writing by the Secretary within 3 weeks of the general meeting and, on payment of the appropriate subscription, shall become a an Associate Member of the Company.
- 9.2 Private individuals who wish to support the Company can apply in writing to the Company Secretary to become an Associate Member of the Company. Each potential Associate Member will thereafter be considered by the Members at the next general meeting. If two-thirds of the Members approve the application, the applicant shall be notified in writing by the Secretary within 3 weeks of the general meeting and, on payment of the appropriate subscription, shall become an Associate Member of the Company.
- 9.3 Associate Members shall be entitled to such privileges as the Company shall determine from time to time, but shall not be entitled to vote at general meetings or AGMs.

Subscriptions

10. Each Member or Associate Member of the Company shall pay such annual subscription as a majority of the Members shall determine at an AGM or general meeting. Such determination may provide for differential rates of annual subscription.

Cessation provisions relating to Members and Associate Members

11. A Member or Associate Member of the Company shall cease to be a Member or Associate Member of the Company:
- 11.1 if they give at least 21 clear days' written notice of their resignation to the Secretary, in the case of a Member, or notice to withdraw in the case of an Associate Member.
- 11.2 if they fail to pay the agreed subscription fee, or any part of the agreed subscription fee (at the discretion of the directors), within 6 months from the date upon which such fee is due, although such Member or Associate Member may, on payment of the arrears of their subscription in full be reinstated at the discretion of a majority of the Members at the next general meeting;
- 11.3 if they become insolvent or if a receiver or liquidator is appointed to all or part of the Member's or Associate Member's assets, or if any notice of any resolution is presented to have the Member or Associate Member wound up or sequestrated;
- 11.4 if two-thirds of the Members at a general meeting resolve to terminate the membership of any organisation or the participation of any Associate Member whose continued membership or participation is not, in the opinion of the general meeting, conducive to the best interests of the Company, subject to the right of a Member (only) to appear before the general meeting to appeal against such a decision.

Withdrawal from Membership

12. Any organisation which no longer wishes to be a Member shall lodge a written and signed notice of retiral (in such form as the directors require) with the Secretary and on receipt of such notice, by the Company, that Member's membership will cease.

Expulsion from Membership

13. Subject to Articles 14 to 18, the Company may, by special resolution, expel any Member.
14. Any Member who wishes to propose at any general meeting a resolution for the expulsion of any other Member shall lodge with the Company written notice of their intention to do so (identifying the Member concerned (the "Expulsee") and specifying the grounds for the proposed expulsion) not less than six weeks before the date of the general meeting.
15. The Company shall, on receipt of a notice under Article 14, send a copy of the notice to the Expulsee within 3 clear days and the Expulsee shall be entitled to make written representations ("Representations") to the Company with regard to the notice.
16. If Representations are made by a Member to the Company under Article 15, the Company shall (unless the Representations are received by the Company too late for it to do so):
 - (a) state in the notice convening the meeting at which the resolution is to be proposed that the Representations having been made; and
 - (b) send a copy of the Representations to every Member to whom notice of the meeting is to be given.
17. In the event that a copy of the Representations have not been given to each of the Members entitled to receive notice of the meeting, the Expulsee shall be entitled to be heard on the resolution at the meeting.
18. Failure to comply with any of the provisions of Articles 13 to 17 shall render any resolution for the expulsion of Member invalid.
19. A Member expelled under Articles 13 to 18 shall cease to be a Member with effect from the time at which the relevant resolution is passed.
20. No right or privilege of any Member shall be in any way transferable, but all such rights and privileges shall cease upon the Member ceasing to be such, whether by resignation or by expulsion.

General Meetings

21. All meetings other than AGMs shall be called general meetings.
22. A general meeting shall be convened by the directors themselves or by the directors on requisition by the Members (under section 368 of the Act) or on requisition by a resigning auditor (under section 392A(2) of the Act).
23. Subject to Article 22 and to the requirements under section 366 of the Act as to the holding of AGMs, the directors may convene general meetings whenever they think fit.

Notice of General Meetings

24. An AGM and a general meeting convened for the passing of a special resolution or a resolution requiring special notice shall be called by at least twenty-one clear days' notice; all other general meetings shall be called by at least fourteen clear days' notice.
25. A notice convening a meeting shall specify the time and place of the meeting and the terms of any resolution which is to be proposed as a special resolution or extraordinary resolution or which constitutes a resolution requiring special notice and shall indicate the general nature of any other business to be transacted at the meeting.
26. A notice convening an AGM shall specify the meeting as an AGM.
27. Notice of every general meeting shall be given to all the Members and directors and to the Company's auditors.
28. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

Proceedings at General Meetings

29. No business shall be transacted at any meeting unless a quorum is present; one-third of the Member Representatives (or alternate Member Representatives or proxies as the case may be) entitled to vote upon the business to be transacted shall be a quorum.
30. If a quorum is not present within half an hour after the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the Chairman.
31. The Chairman (or, in his or her absence, the vice-chairman) shall (if present and willing to act as Chairman) preside as Chairman of the meeting; if neither the Chairman nor the vice-chairman is present and willing to act as Chairman within half an hour of the time appointed for holding the meeting, the directors present shall elect one of their number to act as Chairman or, if there is only one director present and willing to act, he or she shall be Chairman at that meeting.
32. If no director willing to act as Chairman is present within half an hour after the time appointed for holding the meeting, the members present shall elect one of their number to be Chairman.
33. A director shall, notwithstanding that he or she is not a member, be entitled to attend and speak at any general meeting.

34. The Chairman may, with the consent of the 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.
35. No business shall be transacted at an adjourned meeting other than business which could properly have been transacted at the meeting which was adjourned if the adjournment had not taken place.
36. Where a meeting is adjourned for thirty days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and indicating the general nature of the business to be transacted; in any other case, it shall not be necessary to give any notice of an adjourned meeting.
37. 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 demanded by the Chairman or by at least two members having the right to vote at the meeting and a demand by a person as proxy for a Member shall be deemed to be a demand by such Member.
38. Unless a poll is demanded in accordance with Article 37, a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact (without proof of the number or proportion of the votes recorded) in favour of or against the resolution.
39. The demand for a poll may before the poll is taken, be withdrawn but only with the consent of the Chairman; a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made nor the result of a show of hands declared after the demand is so withdrawn.
40. If a poll is demanded in accordance with article 37, it shall be taken at once by means of a secret ballot of all the persons present and entitled to vote (whether as Member Representatives or as proxies for Member Representatives) conducted in such manner as the Chairman may direct; the result of such poll shall be declared at the meeting at which the poll was demanded.
41. A resolution in writing signed by all the Member Representatives shall be as effectual as if it had been passed at a general meeting duly convened and held; it may consist of several documents in the same form each signed by one or more members.

Votes of Member Representatives

42. Every Member Representative shall have one vote which may be given by them personally or (whether on a show of hands or on a poll) or by proxy.
43. A Member Representative who wishes to appoint a proxy to vote on their behalf at any meeting (or adjourned meeting) shall lodge with the Company at the Office, not less than 48 hours before the start of the meeting (or, as the case may be, adjourned meeting), a written instrument of proxy (in such form as the directors may require), signed on behalf of the Member; an instrument of proxy which does not conform with the preceding provisions shall be invalid.
44. A Member Representative shall not be entitled to appoint more than one proxy to attend each meeting.
45. A proxy appointed to attend and vote at any meeting instead of a Member

Representative shall have the same right as the Member Representative who appointed them to speak at the meeting and need not be a Member Representative themselves.

46. A vote given or poll demanded by a proxy shall be valid notwithstanding that the authority of the Member Representative voting or demanding a poll had terminated prior to the giving of such vote or demanding of such poll unless notice of such termination was received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the vote was given or the poll demanded.
47. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a casting vote in addition to any other vote which he or she may have.
48. No objection may be raised as to the validity of any vote except at the meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid; any such objection shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

Maximum and Minimum Number of Directors

49. The maximum number of directors shall be ten and (unless otherwise determined by a special resolution) the minimum number of directors shall be five.

Appointment, Retiral, Re-appointment of Directors

50. The first directors of the Company shall be such persons as shall sign the statement required by Section 10 of the Act consenting to be directors of the Company. Any Member Representative or other person who wishes to be considered for appointment as a director at an AGM shall lodge with the Company Secretary a written notice of their willingness to be appointed (in such form as the directors may require), signed by the Member which they represent, at any time up until commencement of the AGM.
51. At an AGM the Company may, by ordinary resolution, appoint as a director any Member Representative or any other person in respect of whom a written notice of willingness to accept such an appointment has been received in accordance with Article 50.
52. The directors may at any time appoint any Member Representative or any other person (providing they are willing to act) to be a director, either to fill a vacancy or as an additional director.
53. At the first AGM all of the directors shall retire from office. At each AGM (other than the first):
 - a. all directors who have been appointed by the directors since the date of the last AGM shall retire from office; and
 - b. out of the remaining directors, one third (to the nearest round number) shall retire from office.
54. The directors to retire under Article 53b shall be those who have been longest in office since they were last appointed or re-appointed; the question of who is to retire as between directors appointed or re-appointed on the same date shall be determined by lot.
55. The Company may at any AGM by ordinary resolution re-appoint any director who retires from office at the meeting under Articles 52 or 53 (providing he or she is willing to act); if

any such director is not re-appointed, he or she shall retain office until the meeting appoints someone in her or his place or, if it does not do so, until the end of the meeting.

Disqualification and Removal of Directors

56. A director shall vacate office if:

- a. he or she ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director;
- b. he or she becomes bankrupt or apparently insolvent;
- c. he or she becomes incapable for medical reasons of fulfilling the duties of his or her office and such incapacity is expected to continue for a period of more than six months;
- d. he or she becomes an employee of the Company;
- e. he or she ceases to be a Member Representative of the Company;
- f. the organisation which he or she represents ceases to be a Member of the Company;
- g. he or she resigns from office by giving written notice to the Company; or
- h. he or she is absent (without the permission of the other directors) from at least four consecutive Board meetings and the other directors resolve to remove him or her from office.

Appointment of Chairman

57. The office of Chairman may be held by a director of the Company or any other individual appointed in accordance with Article 58.

58. In the event that a director or a Member Representative wishes to appoint an individual who is not a director of the Company to the office of Chairman, that director or Member must provide the Board with the name(s) of their candidate(s) 4 weeks in advance of the next general meeting. The Board must then notify the Member Representatives of the names of proposed candidates at least 3 weeks before the next general meeting. The Board will then consider the merits of the proposed candidates and consult with any persons as they see fit, in order to agree on one candidate to recommend to the Member Representatives. The candidate recommended by the Board will be mentioned in the papers issued to the Members and Member Representatives before the next general meeting.

59. At the general meeting concerned, the candidate recommended by the Board will be considered by the Member Representatives. If more than 50% of the Member Representatives present, eligible to vote and voting vote in favour of the appointment of the recommended candidate, the candidate will be deemed to have been appointed as a director and as the Chairman of the Company and the Secretary will file a form 288a with the Registrar of Companies as soon as possible thereafter. If less than 50% of the Member Representatives present, eligible to vote and voting vote in favour of the appointment of the recommended candidate the matter will be deferred until the next general meeting of the Company and an individual will be selected from the Board to act as the Chairman in the interim. In the event of there being an equality of votes, the current Chairman shall have the casting vote.

60. Once appointed the Chairman shall hold office for a period of 3 years unless he or she wishes to tender their resignation earlier. Upon their resignation, a Chairman will be classed as a "Past Chairman".
61. A Past Chairman shall be entitled to be a Supporter of the Company indefinitely, without the requirement to pay any subscription fee.

Appointments of Other Office bearers

62. Candidates shall be elected from Member Representatives to the vacancies available in order of the number of votes cast, and in the event of there being an equality of votes the appointments shall be decided by agreement or lot between the candidates, at their sole discretion. Directors are to be appointed to hold the offices of vice-chairman, treasurer and such other or as the Member Representatives may consider appropriate; each such office shall be held, subject to article 65 and 66, until the AGM which next follows appointment.
63. The appointments of office bearers under Article 62 shall, subject to article 67, be made at a general meeting held as soon as reasonably practicable after the incorporation of the Company and thereafter at each AGM.
64. A director whose period as an office bearer expires under article 62 may be re-appointed to such office, provided he or she is willing to act.
65. The appointment of any director as an office bearer shall terminate if he or she ceases to be a director or if he or she resigns from such office by giving written notice to the Company.
66. No director appointed as an office bearer shall serve more than five consecutive years in that position.
67. If the appointment of any director as an office bearer terminates under Articles 65 or 66, the Member Representatives may, at a general meeting held as soon as reasonably practicable after such termination, appoint another director to hold such office in his or her place; a director so appointed shall (subject to article 65) hold such office until the first AGM which follows such appointment.

Directors' Interests

68. Subject to the provisions of the Act and of clause 4 of the memorandum of association and provided that he or she has disclosed to the other directors the nature and extent of any material interest of his or hers, a director notwithstanding his or her office:
 - a. may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - b. may be a director or other officer of, or employed by or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
 - c. shall not, by reason of his or her office, be accountable to the Company for any benefit which he or she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be treated as void on the ground of any such interest or benefit.

69. For the purposes of the Article 68:

- a. a general notice given to the directors that a director is to be regarded as having an interest, of the nature and extent specified in the notice, in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
- b. an interest of which a director has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of his or hers.

Directors', Chairman's and Treasurer's Remuneration and Expenses

70. Neither the directors nor the Chairman shall be entitled to any remuneration, whether in respect of his or her office as director or as holder of any position of office.
- 71.1 The directors and the Chairman may be paid travelling and other expenses properly incurred by them in connection with their attendance at meetings of directors, general meetings, meetings of committees of directors or meetings of general committees (as defined in article 103) or otherwise in connection with the discharge of their duties.
- 71.2 The Treasurer may be paid an annual honorarium at the discretion of the directors (but only to the extent that such payment does not affect the Company's charitable status).

Powers of Directors

72. Subject to the provisions of the Act, the memorandum of association, the Articles and any special resolutions, the business of the Company shall be managed by the directors who may exercise all of the powers of the Company. The directors shall at all times have regard to, and shall exercise their powers in accordance with the Operating Practices and any variation thereof for the time being in force.
73. No alteration of the memorandum of association or the Articles and no special resolution shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that special resolution had not been passed.
74. The powers conferred by article 72 shall not be limited by any special power conferred on the directors by the Articles.
75. A meeting of directors at which a quorum is present may exercise all of the powers exercisable by the directors.
76. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purpose and on such conditions as they may determine, including authority for the agent to delegate all or any of his or her powers.

Proceedings of Directors

77. Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit.
78. Any director may call a meeting of the directors or request the Secretary to call a meeting of the directors.

79. No notice of a meeting of directors need be given to a director who is absent from the United Kingdom.
80. Questions arising at meetings of directors 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.
81. A director who is also an alternate director shall be entitled in the absence of his or her appointor to a separate vote on behalf of his or her appointor in addition to his or her own vote.
82. The quorum for the transaction of the business of the directors may be fixed by the directors and, unless so fixed at any other number, shall be three; a person (other than a director) acting as alternate director shall, if his or her appointor is not present, be counted in the quorum.
83. The continuing directors or a sole continuing director may act notwithstanding vacancies but if the number of remaining directors is less than the number fixed as the quorum, they or he or she may act only for the purpose of filling vacancies or for calling a general meeting for that purpose.
84. Unless he or she is unwilling to do so, the Chairman shall preside as Chairman at every meeting of directors at which he or she is present.
85. If the Chairman is unwilling to act as Chairman or is not present within fifteen minutes after the time appointed for the meeting, the vice-chairman shall act as Chairman; if the vice-chairman is not willing to act as Chairman 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.
86. All acts done by a meeting of directors or by a meeting of a committee of directors or by a person acting as a director shall, notwithstanding that it is later discovered that there was a defect in the appointment of any director, that any director was disqualified from holding office, had vacated office or was not entitled to vote, be as valid as if every such director had been duly appointed and had continued to be a director and had been entitled to vote.
87. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held; it may consist of several documents in the same form each signed by one or more directors.
88. A resolution signed by an alternate director need not also be signed by his or her appointor; a resolution signed by a director who has appointed an alternate director need not be signed by the alternate director in that capacity.
89. Except as otherwise provided by the Articles, a director shall not vote at a meeting of directors or at a meeting of a committee of directors on any resolution concerning a matter in which he or she has, directly or indirectly an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless the interest or duty arises only because the case falls within either or both of the following paragraphs:
 - a. the resolution relates to the giving by the director of a guarantee, security or indemnity in respect of money lent to, or any obligation incurred by the director for the benefit of, the Company or any of its subsidiaries; and/or

- b. the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the director has assumed responsibility in whole or part (and whether alone or jointly with others) under a guarantee or indemnity or by the giving of security.
- 90. For the purposes of Article 89, an interest of a person who is, for any purpose of the Act (excluding any statutory modification not in force at the date of incorporation of the Company), connected with a director shall be treated as an interest of the director and an interest of the appointor of an alternate director shall be treated as an interest of the alternate director.
- 91. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he or she is not entitled to vote.
- 92. The Company may by special resolution suspend or relax to any extent, either generally, or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of the directors or at a meeting of a committee of directors.
- 93. Where proposals are under consideration concerning the appointment of two or more directors as office bearers with the Company the proposals may be divided and considered in relation to each director separately; provided he or she is not for another reason precluded from voting, each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his or her own appointment.
- 94. If a question arises at a meeting of directors or at a meeting of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and the Chairman's ruling in relation to any director other than himself or herself shall be final and conclusive.
- 95. The directors may invite or allow any person to attend and speak, but not to vote, at any meeting or meetings of the directors or of any committee of the directors.

Alternate Directors

- 96. A director (other than an alternate director) may, if so permitted by a resolution of the directors, appoint any other director, or any other person approved by a resolution of the directors and willing to act in such a capacity, to be an alternate director and may remove from office an alternate director so appointed by him or her.
- 97. An alternate director shall, subject to Article 98, be entitled to receive notice of all meetings of directors and of all meetings of committees of directors and meetings of general committees of which his or her appointor is a member, to attend and vote at any such meeting at which the director appointing him or her is not personally present and generally to perform all the functions of the appointor as a director in his or her absence.
- 98. No notice of a meeting of directors, a meeting of a committee of directors or a meeting of a general committee need be given to an alternate director who is absent from the United Kingdom.
- 99. An alternate director shall not be entitled to receive any remuneration from the Company for his or her services as an alternate director.
- 100. An alternate director shall, subject to the following article, cease to be an alternate director if his or her appointor ceases to be a director.

101. If a director retires (by rotation or otherwise) but is re-appointed at the meeting at which he or she retires, any appointment of an alternate director made by him or her which was in force immediately prior to retirement shall continue after his or her re-appointment.
102. An appointment or removal of an alternate director may be effected by giving written notice to the Company at the Office, signed by the director making or revoking the appointment, or in any other manner approved by the directors.
103. An alternate director shall alone be responsible for his or her own acts and defaults; an alternate director shall not be deemed to be the agent of the director appointing him or her.
104. References in the Articles to directors shall, unless the context otherwise requires, be construed as including alternate directors.

Delegation to Committees of Directors and Holders of Executive Office

105. The directors may delegate any of their powers to any committee consisting of one or more directors in accordance with the Operating Practices; they may also delegate to the convener of such committee or any director holding any other executive office such of their powers as they consider desirable to be exercised by him or her.
106. Any delegation of powers under Article 105 may be made subject to such conditions as the directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered.
107. Subject to any condition imposed in pursuance of Article 106, the proceedings of a committee consisting of two or more directors shall be governed by the Articles regulating the proceedings of meetings of directors so far as they are capable of applying.

Delegation to General Committees

103. For the purposes of the Articles, "general committee" means a committee appointed by the directors whose constitution complies with article 110.
104. The directors may, subject to Articles 112, 113 and 114, delegate to any general committee all such powers as the directors may think fit; any such delegation shall be made collaterally with, and not to the exclusion of, the directors' powers and may be revoked or altered.
105. The members of a general committee shall include at least one director who shall act as convener and a majority of the other members of the committee shall be members of the Company; the remaining members of the committee need not be Member Representatives of the Company.
106. The director included among the members of a general committee (or, if more than one director is included among the members of the committee, the director appointed to such office at a meeting of directors) shall hold office as convener of the committee.
107. Each general committee shall regulate its proceedings in accordance with the directions issued by the directors and shall give effect to any instruction or decision on matters of principle issued or made by the directors.
108. Unless otherwise determined by special resolution, the following matters shall be excluded from delegation to any general committee:

- (a) any introduction of a new policy or any change in policy which could have a significant impact on the Company or which would fall within the responsibility of another committee or conflict with the declared policy of another committee;
 - (b) any matter involving expenditure not previously approved by the directors;
 - (c) any capital building project; and
 - (d) the right to enter into any contract on behalf of the Company.
109. All contracts with third parties in connection with the discharge of the functions of a general committee shall be entered into by the convener of the committee or, in his or her absence, by some other director of the Company; no member of a general committee (other than a director) shall contract, or hold himself or herself out as contracting, on behalf of the Company.
110. All acts done by a general committee shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any member of the committee or that any member of the committee was not qualified to act as such, be as valid as if every such person had been duly appointed and was so qualified.
111. A resolution in writing signed by all the members of a general committee shall be as valid and effectual as if it had been passed at a meeting of the committee duly convened and held; it may consist of several documents in the same form each signed by one or more members of the committee.
112. A resolution signed by an alternate director appointed by a director who is a member of a general committee need not also be signed by his or her appointor; a resolution signed by a member of a general committee who has appointed an alternate director need not be signed by the alternate director in that capacity.

Secretary

113. Subject to the provisions of the Act, the Secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by the directors.

Minutes

114. The directors shall ensure that minutes are made (in books kept for the purpose) of all proceedings at general meetings, meetings of the directors, meetings of committees of directors and meetings of general committees; a minute of a meeting of directors or of a committee of directors shall include the names of the directors present.

Accounts

115. No member Representative shall (as such) have any right of inspecting any accounting records on other book or document of the Company except as conferred by statute or as authorised by the directors or by ordinary resolution of the Company.

Auditors

116. Auditors of the Company shall be appointed and their duties regulated in accordance with the Act.

Notices

117. Any notice to be given in pursuance of these Articles shall be in writing; the Company may give any such notice to a Member or Member Representative either personally or by sending it by post in a pre-paid envelope addressed to the Member at his or her registered address or by leaving it at that address.
118. Any notice, if sent by post, shall be deemed to have been given at the expiry of twenty four hours after posting; for the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.
119. A Member Representative present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

Winding-Up

120. If the Company is wound up, the liquidator shall transfer the assets of the Company to an appropriate body in accordance with the provisions of the memorandum of association.

Indemnity

121. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any loss or liability which he or she may sustain or incur in connection with the execution of his or her duties of office including, without prejudice to that generality, any liability incurred in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

Insurance

122. The directors may exercise all the powers of the Company to purchase and maintain policies of insurance providing insurance cover up to such limit or limits as the directors may decide for the directors or of any of them and any other officers (including former directors and other officers) or auditors of the Company against liability for negligence or default, breach of duty or breach of trust or any other liability in relation to the affairs of the Company which may be lawfully insured against.

Name, Address and Description of Members

John Hartley Phillips
46 Granby Road
Edinburgh
EH16 5NW JHP



..... RETIRED
Description/Occupation

Hugh Robertson Donald
14 Corstorphine House Avenue
Edinburgh
EH12 7AD



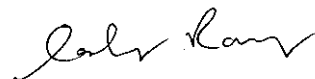
..... Solicitor
Description/Occupation

Dated this 17th day of FEBRUARY 2006

WITNESS to the above signature:



BRUCE FARQUHAR
SOLICITOR
1 RUTLAND COURT
EDINBURGH
EH3 8EY
WITNESS TO THE SIGNATURE
OF JOHN HARTLEY PHILLIPS



LESLEY RAMSAY
PA
SALTIRE COURT
20 CASTLE TERRACE
EDINBURGH
EH1 2ET
WITNESS TO THE
SIGNATURE OF HUGH
DONALD