

**Certified extract of minutes of a General Meeting of the members of
The Harbour Centre (Plymouth) Limited held on 3 March 2021.**

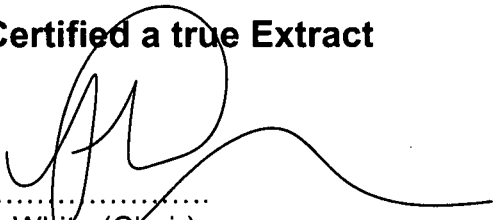
Memorandum of Association

**It was resolved that Clause 5 of the Memorandum of Association of
the Company be amended to read as follows;**

5. The income and property of the Charity whencesoever derived shall be applied solely towards the promotion of the objects of the Charity as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to members of the Charity.

Provided that nothing herein shall prevent any payment in good faith of reasonable and proper remuneration to any officer or Trustee of the Charity in return for any services rendered to the Charity, nor prevent the payment of interest at a rate not exceeding 2 per cent per annum less than the base rate for the time being of National Westminster Bank or 3 per cent whichever is the greater on money lent or reasonable and proper rent for premises demised or let by any member to the Charity but so that no Trustee shall, without the prior written consent of the Charity Commission, be appointed to any salaried office of the Charity. Any remuneration or other benefit in money or money's worth paid by the Charity to any Trustee for services rendered shall be approved by the board in advance, save for repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Charity provided that the provision last aforesaid shall not apply to any payment to any company of which a Trustee may be a member and in which such member shall not hold more than one hundredth part of the capital and such member shall not be bound to account for any share of the profits he may receive in respect of such payment, nor prevent the payment of any premium in respect of any indemnity insurance to cover the liability of the members of the Board which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Directors of the Company.

Certified a true Extract


.....
A White (Chair)
3 March 2021



**The Companies Act 1985
Company Limited by Guarantee and not having
A Share Capital**

Memorandum of Association of Harbour Centre (Plymouth)

1. The name of the Company (hereinafter called "the Charity") is the Harbour Centre (Plymouth).

2. The Charity's registered office will be situate in England.

3. The objects for which the Charity is established are:

a) To promote the prevention of the abuse of alcohol and other substances and to assist persons suffering therefrom.

b) To help the prevention of the abuse of alcohol and other substances through the provision of education and training for professionals and volunteers in the field.

c) To advance the education of the public about the incidence and effect on society of the use and abuse of and dependence upon alcohol and other substances.

4. For the purpose of carrying out the above objects but not otherwise the Charity shall have the following powers:

A) To take over the whole of the assets and to undertake all liabilities of an unincorporated association known as "Plymouth Alcohol Advisory Council"

B) To set up an office or offices within the catchment area in order to disseminate information and to act as a referral service to treatment centres within or outside the catchment area.

C) To set up and run a counselling service for people with problems caused by the abuse of alcohol and other substances; their families and also to set up training programmes in order to train counsellors for this purpose.

D) To support, liaise and cooperate with any other interested organisations in the catchment area or elsewhere for the observation

and management of, and for counselling people with, problems caused by the abuse of alcohol and other substances and caring for and supporting them before, during and after treatment and/or counselling.

E) To gather, assess, prepare and disseminate and to combine with others to disseminate information concerning —

(i) the nature, incidence and prevalence of the abuse of alcohol and other substances.

(ii) the medical, social and spiritual agencies which assist people with problems caused by the abuse of alcohol and other substances.

(iii) the recognition, prevention and treatment of problems caused by the abuse of alcohol and other substances.

F) To promote the study of the nature and extent of problems caused by the abuse of alcohol and other substances and ways of helping with these problems and to disseminate the information obtained.

G) To conduct, promote and support research in and treatment of the abuse of alcohol and other substances and to disseminate the information obtained.

H) To assist in the selection, training and education of professional and other persons to further the objects of the Charity.

I) To establish, conduct, manage and operate establishments, clinics and centres for the treatment and after care of people with problems caused by the abuse of alcohol and other substances.

J) To sponsor the publication of and to publish scientific journals and other books, periodicals or papers on the abuse of alcohol and other substances.

K) To establish relations and to maintain contact with other bodies existing for similar objects whether in the United Kingdom or elsewhere and with religious bodies or departments thereof sympathetic or concerned with the objects of the Charity.

L) To purchase or by any other means acquire and take options over any freehold, leasehold or other real or personal property for any estate or interest whatever and any rights or privileges of any kind over or in respect of any real or personal property.

M) Subject to any such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Charity as may be thought expedient with a view to the promotion of its objects.

N) To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise provided that the Charity shall not undertake any permanent trading activities in raising funds for its charitable objects.

O) Subject to such consents as may be required by law to borrow money for the purposes of the Charity on such terms and on security as may be thought fit.

P) To invest the monies of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.

Q) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Charity or calculated to further its objects.

R) To do all such things as are incidental or necessary to the attainment of the above objects or any of them.

Provided that:-

(i) In case the Charity shall take or hold any property which may be subject to any trusts the Charity shall only deal with or invest the same in such manner as allowed by law having regard to such trusts.

(ii) The Charity shall not support with its funds any object or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Charity would make it a Trade Union.

(iii) In case the Charity shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Charity shall not sell, mortgage charge or lease the same without such authority, approval, or consent as may be required by law and as regards any such property the Executive (as defined in the Articles of Association of the Charity) shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts,

receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would as such Executive have been if no incorporation had been effected and the incorporation of the Charity shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Executive but they shall as regards any such property be subject jointly and separately to such control or authority as if the Charity was not incorporated.

5. The income and property of the Charity whencesoever derived shall be applied solely towards the promotion of the objects of the Charity as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to members of the Charity.

Provided that nothing herein shall prevent any payment in good faith of reasonable and proper remuneration to any officer or Trustee of the Charity in return for any services rendered to the Charity nor prevent the payment of interest at a rate not exceeding 2 per cent per annum less than the base rate for the time being of National Westminster Bank or 3 per cent whichever is the greater on money lent or reasonable and proper rent for premises demised or let by any member to the Charity but so that no Trustee shall, without the prior written consent of the Charity Commission, be appointed to any salaried office of the Charity. Any remuneration or other benefit in money or money's worth paid by the Charity to any Trustee for services rendered shall be approved by the board in advance, save for repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Charity provided that the provision last aforesaid shall not apply to any payment to any company of which a Trustee may be a member and in which such member shall not hold more than one hundredth part of the capital and such member shall not be bound to account for any share of the profits he may receive in respect of such payment, nor prevent the payment of any premium in respect of any indemnity insurance to cover the liability of the members of the Board which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Directors of the Company.

6. The liability of the members is limited.

7. Every member of the Charity undertakes to contribute to the assets of the Charity in the event of the same being wound up while he is a member or within one year after he ceases to be a member for payment of the debts and liabilities of the Charity contracted before he 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 amongst themselves such amount as may be required not exceeding £1.00

8. If upon the winding up or dissolution of the Charity there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Charity but shall be given or transferred to some other institution or institutions having charitable objects as shall be nominated by the Executive and which prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity by Clause 5 hereof such institution or institutions to be determined by the members of the Charity at or before the time of dissolution and if and so far as effect cannot be given to such provision then to some charitable object similar to those of the Charity.

THE COMPANIES ACTS 1985 AND 1989
Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION of
THE HARBOUR CENTRE (PLYMOUTH)

(Amended 31 March 2004)

Interpretation

- 1 In these Articles:-
- 1.1 "the Charity" means the Company intended to be regulated by these Articles;
- 1.2 "the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
- 1.3 "the Articles" means these Articles of Association of the Charity;
- 1.4 "Clear Days" in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- 1.5 "Executed" includes any mode of execution;
- 1.6 "the Memorandum" means the Memorandum of Association of the Charity;
- 1.7 "Office" means the Registered Office of the Charity;
- 1.8 "the Seal" means the common seal of the Charity if it has one;
- 1.9 "Secretary" means the Secretary of the Charity or any other person appointed to perform the duties of the Secretary of the Charity, including a joint, assistant or deputy Secretary;
- 1.10 "the Trustees" means the Directors of the Charity (and "Trustee" has a corresponding meaning);
- 1.11 "the United Kingdom" means Great Britain and Northern Ireland; and
- 1.12 Words importing the masculine gender only shall include the feminine gender. Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

Members

- 2.1 The subscribers to the Memorandum and such other persons or organisations as are admitted to membership in accordance with the rules made under Article 62 shall be members of the Charity. No person shall be admitted a member of the Charity unless his application for membership is approved by the Trustees.
- 2.2 Unless the Trustees or the Charity in general meeting shall make other provision under Article 61, the Trustees may in their absolute discretion permit any member of the Charity to retire, provided that after such retirement the number of members is not less than two.

General Meetings

- 3 The Charity shall hold an annual general meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Charity and that of the next;

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Provided that so long as the Charity holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such times and places as the Trustees shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.

- 4 The Trustees may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any member of the Charity may call a general meeting.

Notice of General Meetings

- 5 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution appointing a person as trustee shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:-
 - 5.1 in the case of an annual general meeting, by all the members entitled to attend and vote; and
 - 5.2 in the case of any other meeting by a majority in number of members having a right to attend and vote, being a majority together holding not less than 95 per cent of the total voting rights at the meeting of all the members.The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
The notice shall be given to all members and to the Trustees and auditors.
- 6 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

- 7 No business shall be transacted at any meeting unless a quorum is present. Ten persons entitled to vote upon the business to be transacted, each being a member or a duly authorised representative of a member organisation, or one tenth of the total number of such persons for the time being, whichever is the greater, shall constitute a quorum.
- 8 If a quorum is not present within half an hour from the appointed time 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 Trustees may determine.
- 9 The Chair, if any, of the Trustees or in his absence some other Trustee nominated by the Trustees shall preside as a Chair of the meeting, but if neither the Chair nor such other Trustee (if any) be present within fifteen

- minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be Chair and, if there is only one trustee present and willing to act, he shall be Chair.
- 10 If no Trustee is willing to act as Chair, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chair.
- 11 A Trustee shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
- 12 The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 13 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 Act, a poll may be demanded:-
- 13.1 by the Chair; or
- 13.2 by at least two members having the right to vote at the meeting; or
- 13.3 by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 14 Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 15 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chair. 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.
- 16 A poll shall be taken as the Chair 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.
- 17 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall be entitled to a casting vote in addition to any other vote he may have.
- 18 A poll demanded on the election of a Chair 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 Chair directs not being more than thirty days after the poll is demanded. 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 result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

- 19 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

Votes of Members

- 20 Subject to Article 17, every member shall have one vote.
- 21 No member shall be entitled to vote at any general meeting unless all monies then payable by him to the Charity have been paid.
- 22 No objection shall be raised to the qualification of any vote except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.
- 23 A vote given or poll demanded by the duly authorised representative of a member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at the office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 24 Any organisation which is a member of the Charity may by resolution of its Council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual member of the Charity.

Trustees

- 25 The number of Trustees shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.
- 26 The Trustees as at the date of the adoption of these Articles are:-
Anthony Morton Browne
Nicholas Carter
Marc Gardiner
Margaret Edna Halliday
Timothy Hardwick
Wills Paice
Brian John Phillips
- Further Trustees shall be appointed as provided subsequently in the Articles.

Powers of Trustees

- 27 Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or the Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.
- 28 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Trustees shall have the following powers, namely:-
- 28.1 to expend the funds of the Charity in such manner as they shall consider most beneficial for the achievement of the objects and to invest in the name of the Charity such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceedings of any such sale in furtherance of the objects of the Charity; and
- 28.2 to enter into Contracts on behalf of the Charity.

Appointment and Retirement of Trustees

- 29 At every annual general meeting one-third of the Trustees who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office; but, if there is only one Trustee who is subject to retirement by rotation, he shall retire.
- 30 Subject to the provisions of the Act, the Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 31 If the Charity at the meeting at which a Trustee retires by rotation, does not fill the vacancy the retiring Trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Trustee is put to the meeting and lost.
- 32 No person other than a Trustee retiring by rotation shall be appointed or reappointed a Trustee at any general meeting unless:-
- 32.1 he is recommended by the Trustees; or
- 32.2 not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Charity's register of Trustees together with a notice executed by that person of his willingness to be appointed or reappointed.
- 33 No person may be appointed as a Trustee:-
- 32.1 unless he has attained the age of eighteen years; or

- 32.2 in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 38.
- 34 Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person (other than a Trustee retiring by rotation at the meeting) who is recommended by the Trustees for appointment or reappointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Charity of the intention to propose him at the meeting for appointment or reappointment as a Trustee. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Charity's register of Trustees.
- 35 Subject as aforesaid, the Charity may by ordinary resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee and may also determine the rotation in which any additional Trustees are to retire.
- 36 The Trustees may appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees. A Trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.
- 37 Subject as aforesaid, a Trustee who retires at an annual general meeting may, if willing to act, be reappointed.

Disqualification and Removal of Trustees

- 38 A Trustee shall cease to hold office if he:-
- 38.1 ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of Section 45 of the Charities Act 1992 (or any statutory re-enactment or modification of that provision);
- 38.2 becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
- 38.3 resigns his office by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
- 38.4 is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his office be vacated.

Trustees' Expenses

- 39 The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no

remuneration.

Trustees' Appointments

- 40 Subject to the provisions of the Act and to Clause 5 of the Memorandum, the Trustees may appoint one or more of their number to the unremunerated office of managing director or to any other unremunerated executive office under the Charity. Any such appointment may be made upon such terms as the Trustees determine. Any appointment of a Trustee to an executive office shall terminate if he ceases to be a Trustee. A managing director and a Trustee holding any other executive office shall not be subject to retirement by rotation.
- 41 Except to the extent permitted by Clause 5 of the Memorandum, no Trustee shall take or hold any interest in property belonging to the Charity or receive remuneration or be interested otherwise than as a Trustee in any other Contract to which the Charity is a party.

Proceedings of Trustees

- 42 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.
- 43 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees but shall not be less than one-third of their number or three Trustees, whichever is the greater.
- 44 The Trustees may act notwithstanding any vacancies in their number but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 45 The Trustees may appoint one of their number to be the Chair of their meetings and may at any time remove him from that office. Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of Trustees at which he is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be Chair of the meeting.
- 46 The Trustees may appoint one or more sub-committees consisting of three or more Trustees for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a sub-committee: provided that all acts and proceedings of any such subcommittees shall be fully and promptly reported to the Trustees.
- 47 All acts done by a meeting of Trustees, or of a committee of Trustees, shall, notwithstanding that it be afterwards discovered that there was a defect in the

appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

48 A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of Trustees, shall be as valid and effective as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees.

49 Any bank account in which any part of the assets of the Charity is deposited shall be operated by the Trustees and shall indicate the name of the Charity. All cheques and orders for the payment of money from such account shall be signed so as to comply with the provisions of Financial Regulations approved by the Trustees.

Secretary

50 Subject to the provisions of the Act, the Secretary shall be appointed by the Trustees for such term, at such remuneration (if not a Trustee) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

Minutes

51 The Trustees shall keep minutes in books kept for the purpose:-

51.1 of all appointments of offices made by the Trustees; and

51.2 of all proceedings at meetings of the Charity and of the Trustees and of committees of Trustees including the names of the Trustees present at each such meeting.

The Seal

52 The Seal shall only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a Second Trustee

Accounts

53 Accounts shall be prepared in accordance with the provisions of Part VII of the Act.

Annual Report

54 The Trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the

preparation of an annual Report and its transmission to the Commissioners.

Annual Return

- 55 The Trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners.

Notices

- 56 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.
- 57 The Charity may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Charity.
- 58 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
- 59 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted.

Indemnity

- 60 Subject to the provisions of the Act every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in that capacity 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 of negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

Delegation of Investment Management

- 61.1 The Trustees may at their discretion appoint as an investment manager a person who they are satisfied after enquiry is a proper and competent person to act in that capacity and who is either:
- 61.1.1 an individual of repute with at least fifteen years' experience of investment management who is an authorised person within the meaning of the Financial Services Act 1986; or
- 61.1.2 a company or firm of repute which is an authorised or exempted person within the meaning of the Act otherwise than by virtue of s.45(1)(j) of that Act.

61.2.1 The Trustees may delegate to an investment manager so appointed power at his discretion to buy and sell investments for the Company in accordance with the investment policy laid down by the Trustees in terms consistent with this clause.

61.2.2 Where the Trustees make any delegation under this clause, they shall:

61.2.2.1 inform the investment manager in writing of the extent of the Company's investment powers;

61.2.2.2 lay down a detailed investment policy for the Company and immediately inform the investment manager in writing of it and any changes to it;

61.2.2.3 ensure that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;

61.2.2.4 ensure that they are kept informed of, and review on a regular basis, the performance of the investment portfolio managed by the investment manager and the exercise by him of the delegated authority;

61.2.2.5 take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;

61.2.2.6 review the appointment at such intervals not exceeding 24 months as they think fit; and

61.2.2.7 pay such reasonable and proper remuneration to the investment manager and agree such proper terms as to notice and other matters as the Trustees shall decide and as are consistent with the terms of this clause provided that such remuneration may include commission fees and/or expenses earned by the investment manager if and only to the extent that such commission fees and/or expenses are disclosed to the Company.

61.3 Where the Trustees make any delegation under this clause, they shall do so on terms that:

61.3.1 the investment manager shall comply with the terms of his delegated authority;

- 61.3.2 the investment manager shall not do anything which the Company does not have the power to do;
- 61.3.3 the Trustees may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with the terms contained in this clause; and
- 61.3.4 the Trustees shall give directions to the investment manager as to the manner in which he is to report to them all sales and purchases of investments made on behalf of the Company.

Rules

- 62.1 The Trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:-
- 62.1.1 the admission and classification of members of the Charity (including the admission of organisations to membership) and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
- 62.1.2 the conduct of members of the Charity in relation to one another, and to the Charity's servants;
- 62.1.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
- 62.1.4 the procedure at general meetings and meetings of the Trustees and committees of the Trustees in so far as such procedure is not regulated by the Articles;
- 62.1.5 generally, all such matters as are commonly the subject matter of company rules.
- 62.2 The Charity in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Trustees shall adopt such means as they think sufficient to bring to the notice of members of the Charity all such rules or bye laws, which shall be binding on all members of the Charity. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.