

THE COMPANIES ACT 1985.

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL.**

THE JULIAN TRUST LTD.

GOVERNING INSTRUMENT :

MEMORANDUM AND ARTICLES OF ASSOCIATION
as incorporated 16th December 1986.

Companies Registration number : 2084536
Charity Commissioners number : 294751

(Last amended at AGM November 1997)



The Companies Act, 1985.

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL.**

MEMORANDUM of the JULIAN TRUST Ltd.

1. The name of the Company is **THE JULIAN TRUST LTD.**
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are :-

**To relieve poverty, distress and homelessness in Bristol,
particularly by the provision of emergency accommodation
for those in need thereof.**

In furtherance of the above and not otherwise the Company may in its absolute discretion :-

- (i) Subject to such consent as may be required by law borrow or raise money in such manner as the Company may think fit for the carrying out of its objects.
- (ii) Associate by subscription and/or donation with any other charitable society, association or company having objects similar to its own.
- (iii) Undertake and execute or to create any Charitable Trust, to support or subscribe to any charitable funds or institutions.
- (iv) Appoint any trustees or agents to hold, administer and manage on behalf of the Company all or any part of the property and assets of the Company on such terms as to remuneration or otherwise as may be determined from time to time.
- (v) Subject to such consent as may be required by law sell, grant leases or the tenancies or mortgages disposed of, or in any way turn to account all or any of property or assets of the company as may be necessary for the promotion and to do so for or without any consideration and subject to such terms and conditions as may be thought necessary.

(vi) Subject to such consent as may be required by law borrow, raise and secure the payment of money by mortgage or other instruments, charging all , or any of the property and assets of the Company (both present and future) and to issue any securities which the Company has power to issue by way of security or indemnity to person whom the Company has agreed or is bound or willing to indemnify or in satisfaction of, or as security for any liability undertaken by the Company.

(vii) Invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be determined from time to time, subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.

(viii) Subject to the consents required by Section 19 (7) of the Charities Act 1960 apply for and obtain any Charter, Private Act of Parliament or Provisional Order for any purpose which may be deemed necessary for any of the Objects of the Company.

(ix) For the furtherance of the objects of the Company to enter into any arrangements with any government or authority, supreme, municipal, local or otherwise and to obtain from any such government or authority any rights, privileges and concessions and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

(x) Employ officers or other staff for the purposes aforesaid or any of them at such remuneration or on such terms and conditions as the management committee of the Company may determine on behalf of the Company provided that no member of the Management Committee shall be so employed may determine on behalf of the Company and to provide and supply all such provisions and necessities as may be required for the purposes aforesaid or any of them.

(xi) Do all such lawful things as may be deemed incidental or conducive to the attainment of the Company's Objects or any of them.

Provided that :

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

b)The Companys objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

c) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Association shall not sell, mortgage, charge the same without such authority approval or consent as may be required by law and as regards any such property the Council of Management or Governing Body of the Company 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 Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council of Management or Governing Body but they shall as regards to such control or authority as if the Company were not incorporated.

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the 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 Company and no member or its Council of Management or Governing Body shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or moneys worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Association :

(a) of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of its Council of Management or Governing Body) for any services rendered to the Company.

(b) of interest on money lent by any member of the Company or of its Council of Management or Governing Body at a rate per annum not exceeding 2% less than the base lending rate prescribed for the time being by Barclays Bank, Corn St, Bristol or 3% whichever is the greater.

(c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Council of Management or Governing Body.

(d) of fees, remuneration or other benefit in money or moneys worth to a company of which a member of the Company or of its Council of Management or Governing Body may be a member holding not more than 1/100 th part of the capital of that Company.

(e) to any member of its Council of Management or Governing Body of out-of-pocket expenses.

(f) any member of the Management Committee for the time being hereof being a solicitor or other person engaged in any profession shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm in connection with the execution of the trusts hereof.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustments of the rights of the contributories among themselves, such amount as may be required not exceeding £1.00 (one pound).

7. If upon the winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among but shall be given or transferred to some other charitable institution having objects similar to the objects of the Company and which shall 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 Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provisions, then to some other charitable object.

8. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place and the property, credits and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force, shall be open to the inspection of the members. Once in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

The Companies Act, 1985.

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL.

ARTICLES OF ASSOCIATION of the JULIAN TRUST Ltd.

PRELIMINARY.

1. In these presents the words standing in the first column of the Table next hereafter contained shall bear the meaning set opposite to them respectively in the second column if not inconsistent with the subject of the context.

WORDS

MEANING

The Act :	Companies Act 1948 as amended by Companies Act 1985.
These Presents :	Articles of Association and regulations of the Association from time to time in force.
The Company :	The above-named Company.
The Management Committee :	The Management Committee for the time being of the Company
Office :	The Registered Office of the Company.
Seal :	The Common Seal of the Company.
Month :	Calendar Month
In Writing :	Written, printed or lithographed or partly one and partly another and other modes of representing or reproducing words in a visible form.

GENERAL.

1. Words importing the singular number only shall include the plural number and vice versa. Words importing the masculine gender shall include the feminine gender. Words importing persons shall include corporations. Subject as aforesaid any words defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

MEMBERSHIP.

2. For the purpose of Registration the number of Members of the Company is taken as unlimited.

3. The Honorary President and the Honorary Vice President appointed by the Management Committee and those named as being desirous of forming the Company and all other persons as the Management Committee shall decide unanimously to admit shall be members of the Company.

4. The provisions of Sections 110 of the Act shall be observed by the Company and every member of the company shall either sign a written consent to become a member or sign the Register of Members on becoming a member.

5. Every application for membership shall be in writing signed by the applicant in such form as the Management Committee may from time to time determine.

6. Notice of membership shall be sent to every candidate admitted thereto at the address mentioned in his application for Membership.

7. The rights of an individual member shall be personal, shall not be transferable and shall cease on death.

8. The Management Committee shall have powers to determine the amount of the annual subscription payable by Personal and Corporate Members and until otherwise determined the following subscriptions shall be payable : Personal £5 per annum ; Corporate not less than £25 per annum and not more than £100 per annum with the Management Committee having the right to decide the amount of each approved applicant's subscription.

I) **A *Personal Member*** shall cease to be a Member :

(a) Immediately upon giving notice in writing to the Management Committee that he desires to cease to be a Member.

(b) If a Member's annual subscription be more than 12 months in arrear and/or if the Management Committee so determine.

II) **A *Corporate Member*** shall cease to be a member

(a) Immediately upon giving written notice of its governing body's decision to cease subscribing to the Company.

(b) If the Corporate Members subscription be more than 12 months in arrears and/or if the Management Committee of the Company shall so determine.

III) If the Management Committee having first heard a member's explanation(s) of his action(s) decides by a 2/3rds majority vote that the Member has committed an act seen as detrimental to the objects of the Company.

PATRONS.

9. The Management Committee may in its absolute discretion appoint any person as Patron and such appointment will normally be for life.

10. A Patron shall be entitled to such privileges as the Management Committee shall from time to time direct but so that no funds of the Association shall be applied to the benefit of any Patron.

11. Any Patron may resign by giving notice in writing sent by post or delivered to the Secretary and thereupon shall cease to be a Patron.

GENERAL MEETINGS.

12. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling : and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next; provided that so long as the Company holds its first Annual General Meeting within 18 months of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Management Committee shall appoint.

13. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings. The Management Committee may, when they think fit, convene an Extraordinary General Meeting.

NOTICE OF GENERAL MEETING.

14. An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by twenty-one days notice in writing at the least, and a meeting of the Company other than an Annual General Meeting or a Meeting to pass a Special Resolution shall be called by fourteen days notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and hour of the meeting of that business, and shall be given in the manner hereinafter mentioned or such other manner if any as may be prescribed by the Company in General Meetings to such persons as are under the regulations of the Company entitled to receive such notices from the Company :

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in the regulations be deemed to have been duly called if it is so agreed :-

(a) in the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat : and

(b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than 95 per cent of the total voting rights at the meeting of all the members.

15. 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 the meeting.

PROCEEDINGS AT GENERAL MEETINGS.

16. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting with the exception of the consideration of the accounts, balance sheets and the reports of the Management Committee and Auditors and the appointment of and the fixing of the remuneration of the Auditors.

17. No business shall be transacted at a General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business, three Members or 1/10th whichever is greater present in person shall be a quorum.

18. If within half an hour from the time appointed for General Meeting of the Company, convened by the Management Committee, a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such time and place as the Management Committee shall determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall form a quorum.

19. The Chairman of the Company shall preside at every General meeting of the Company, or if there shall be no Chairman of the Company for the time being or if he shall not be present within fifteen minute of the time appointment for the holding of the meeting, or is unwilling to act, the members of the Management Committee present shall elect one of their number to be Chairman at the meeting.

20. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice shall be given of the adjournment as in the case of an original meeting. Save as aforesaid it shall be necessary to give notice of an adjournment or of the business to be transacted at any adjourned meeting.

21. At a General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the show of hands) demanded :-

(a) by the Chairman; or (b) by at least three members of the Company present.

Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour or against such resolution. The demand for a poll may be withdrawn.

22. Except as provided in Article 24, if a poll is duly demanded it shall be taken in such a manner as the Chairman directs, and the result of the poll shall be so deemed to be the resolution of the meeting at which the poll was demanded.

23. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

24. A poll demanded on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the Meeting directs, and any other business, other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

25. Subject to the provisions of the Company Act 1985, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Company, duly convened and held.

VOTES OF MEMBERS.

26. Every member shall have one vote. Any Corporation which is a member of the Company may, by resolution of its Directors or other Governing Body instruct its accredited representative to exercise the same powers on behalf of the Corporation which he represents as that Corporation could exercise if it were an individual member of the Company.

MANAGEMENT COMMITTEE.

27. The Management Committee shall consist of not less than five and not more than twelve members. Only Personal members shall be eligible for election to the Management Committee. The Management Committee shall have the power to co-opt additional Members but such co-options must not exceed one third of the strength of the Committee at any one time nor exceed the maximum number aforesaid and the Management Committee may appoint persons ex officio to assist it in any specific or general undertaking.

28. The first members of the Management Committee shall be the subscribers to the Memorandum of Association and such other persons as they may appoint. It shall not however consist of more than twenty-one in all.

29. The holders of the offices of Chairman, Vice Chairman, Secretary and Treasurer shall be elected by the Management Committee from its own members.

30. The Management Committee shall have power at any time and from time to time to appoint any person to be a member of the Management Committee either to fill a casual vacancy or as an addition to the existing members, but so that the total number of members of the Management Committee shall not exceed the the number fixed by these Articles. Any member so appointed shall hold office only until the next following Annual General Meeting and shall then be available for re-election.

31. The Management Committee may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue other securities whether outright or as security for any debt, liability or obligation of the Company. Further, the Management Committee may exercise all the power of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and subject (in the case of any security convertible into shares) to Section 14 of the Companies Act 1980 to grant any mortgage charge or standard security over its undertaking and uncalled capital or any part thereof, and to issue debenture, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.

32. The Management Committee shall have absolute control over all the affairs and property of the Company provided that they shall not purport to exercise powers which the Companies Act 1985, or by these Articles, are required to be exercised by the Company in General Meeting, subject nevertheless to them being not inconsistent with the foregoing provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Management Committee which would have been valid if that regulation had not been made.

33. Subject to Article 34, the Management Committee shall prescribe, alter or cancel rules for the registration of the Company or of the activities of the Company provided that any rules so prescribed shall be consistent with the objects for which the Company is established.

34. Subject to the foregoing provisions, the Management Committee shall on behalf of the Company appoint and employ all the officers and servants of the Company.

35. The Management Committee shall cause Minutes to be made in books provided for the purpose :-

- (a) of all appointments of Officers made by the Management Committee.
- (b) of the names of the members of the Management Committee present at each meeting of the Management Committee and of any committee of the Management Committee.
- (c) of all resolutions and proceedings at all meetings of the Company and of the Management Committee and of any committee of the Management Committee.

36. Members of the Company shall satisfy the following requirements :

- a) All Members of the Management Committee must be active volunteers within the aforesaid Trust.
- b) Only Committee Members will attend Committee meetings. Observers will be allowed to attend a specific meeting only at the invitation of the Chairperson.
- c) Members of the Company must not campaign at a national level or participate in anything other than local issues.
- d) All Members of the Management Committee will be Directors.

PROCEEDINGS OF THE MANAGEMENT COMMITTEE.

37. The Management Committee may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality, the Chairman shall have a second or casting vote. A Member of the Management Committee may, and at any time summon a meeting of the Management Committee. It shall not be necessary to give notice of a meeting of the Management Committee to any member thereof for the time being absent from the United Kingdom.

38. The quorum necessary for the transaction of business of the Management Committee shall be at least one third of the members for the time being of the Management Committee.

39. The continuing members of the Management Committee may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by Article 27 as the minimum number the continuing members may act for the purpose of increasing their number but for no other purpose.

40. The Chairman shall take the Chair at meetings of the Management Committee. If the Chairman is not present within five minutes of the time appointed for a meeting, the members of the Management Committee may choose one of their number to be Chairman of the Meeting.

41. The Management Committee may delegate any of their powers except all policy and financial powers to committees consisting such members of their body as they think fit, any committees so formed may co-opt additional members in accordance with Rule 27 of these Articles of Association but only insofar as members of the Management Committee shall be in a majority on any such committee; the committee shall in the exercise of their powers so delegated conform to any regulations imposed on it from time to time by the Management Committee provided all proceedings of such committees are reported back to the Management Committee as soon as possible.

42. A Member of the Management Committee :-

(a) who is in anyway, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Management Committee.

(b) shall not vote in respect of any contract or arrangement in which he is interested, and if he shall do so his vote shall not be counted, nor shall he be counted in quorum present at the meeting, but neither of these prohibitions shall apply to :-

i) any arrangement for giving any Member of the Management Committee any security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company.

ii) any arrangement for the giving by the Company of any security to a third party in respect of debt or obligation of the Company for which the Member of the Management Committee has himself assumed responsibility in whole or part under a guarantee or indemnity or by the deposit of a security;

and these prohibitions may at any time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, arrangement or transaction by the Company in General Meeting.

(c) No Member of the Management Committee or intending Member shall be disqualified by his office from contracting with the Company as purchaser, vendor or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Member of the Management Committee is in any way interested, be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Member of the Management Committee holding that office or of the fiduciary relation thereby established.

(d) Any Member of the Management Committee may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Member of the Management ; provided that nothing herein contained shall authorise a Member of the Management Committee or his firm to act as Auditor to the Company.

SEAL.

43. The Management Committee shall provide for the safe custody of the Seal of the Company, which shall only be used by the authority of the Management Committee or of a committee thereof authorised thereby in that behalf, and every instrument to which the seal shall be affixed shall be signed by a member of the Management Committee and shall be countersigned by two other members of the Management Committee.

ACCOUNTS.

44. The Management Committee shall cause proper books of account to be kept with respect to :-

- a) all sums of money received and expended by the Company and all the matters in respect of which the receipt and expenditure takes place.
- b) all sales and purchases of goods by the Company ; and
- c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the Company's affairs and to explain its transactions.

45. The books of account shall be kept at the Registered Office of the Company , or , subject to Section 147(3) of the Companies Act 1948 at such other place as the Management Committee shall think fit, shall always be open to the inspection of the Management Committee, and shall be open to the inspection of the Members of the Company at such times and places and subject to such conditions as may be determined by the Management Committee or by the Company in General Meeting.

46. The Management Committee shall from time to time in accordance with Sections 148, 150, and 157 of the Companies Act 1948 cause to be prepared and laid before the Company in General Meeting such accounts, balance sheets and reports as are referred to in those sections.

47. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors Report, shall not less than twenty one days before the date of the meeting be sent to every Member of the Company : Provided that this article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware.

AUDIT.

48. Auditors shall be appointed and their duties regulated in accordance with sections 159 to 161 of the Companies Act 1948 and also Section 14 of the Companies Act 1967.

NOTICES.

49. A notice must be given by the Company to any Member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of twenty four hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

50. Notice of every General meeting shall be given in any manner hereby authorised to :-

a) every member except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notice to them :

b) the auditors for the time being of the Company.

No other person shall be entitled to receive notice of General Meetings.

APPOINTMENT, RETIREMENT AND DISQUALIFICATION OF MANAGEMENT COMMITTEE MEMBERS.

51. Directors shall serve as members of the Management Committee for a term of three years. They will be apointed by members at the Annual General Meeting of the Company. At the end of a three year term of office Directors must retire from the Management Committee, but can offer themselves for re-election at the Annual General Meeting at which they retire.

52. A retiring member of the Management Committee shall be eligible for re-election for further terms.

53. The Company at the Meeting at which a Member retires in the aforesaid manner may fill the vacated office by electing a person thereto, and in default the retiring Member shall if offering himself for re-election be deemed to have been re-elected, unless at such a meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such a Member shall have been put to the Meeting and lost.

54. Subject as herein provided the office of a Member of the Management Committee shall, in the absolute discretion of the majority of the Management Committee be suspended or vacated :-

- (a) If he resigns in writing under his own hand left at the Registered Office of the Company;
- (b) If he be removed by special resolution passed at a General meeting of the Company ;
- (c) If he has attained the age of 75 ;
- (d) If he become of unsound mind ;
- (e) If a receiving order be made against him or he makes arrangements or composition with his creditors.
- (f) If he be convicted on indictment of any offence (which conviction shall not be quashed on appeal) ;
- (g) If he does not actively participate in the work of the Night Shelter and / or absents himself from six of the meetings of the Management Committee during a year or for the meetings of four consecutive months without good reason ;
- (h) If he is prohibited from being a member of the Management Committee by an order made under the Acts ;
- (i) If he undertakes activities which are contrary to the interests of the Company and / or are seen as detrimental to achieving the objects of the Company.

INDEMNITY.

55. The Members of the Management Committee, the Auditors and any Officers for the time being of the Company and the Trustees (if any) for the time being acting in relation to any of the affairs of the Company and every one of them and every one of their representatives, shall be indemnified and secured harmless out of the assets of the Company from and against any liability that all of them their, or by any of their, representatives shall or may incur or sustain by or be reason of any act done, concurred in or committed in or by about the execution of their duty, or supposed duty, in their respective offices and trusts, and none of them shall be answerable for the acts, receipts, neglects or default of the others or other of them or for joining in any receipts, for the sake of conformity or for any bankers or other persons with whom any monies or effects belonging to the Company shall be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any monies of or belonging to the Company shall be placed out or invested, or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts, or in relation thereto; But the provision of this Article shall only have effect insofar as they are not avoided by Section 205 of the Act.

PRESS STATEMENTS.

56. No Member of the Company shall make any Press statements or statement by radio, television or cinematograph media purporting to be made or given on behalf of or in the name of the Company unless he shall have previously consulted with at least two Members of the Management Committee.

WINDING UP.

57. The provision of Clause 7 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect and be observed as if the same were repeated in these Articles.
