

**PORTSMOUTH HISTORIC DOCKYARD**  
(the "Trust")

Written resolutions of the Trust pursuant to s 281 and Part 13 Ch 2 Companies Act 2006

Circulation Date **12 August 2014**

In accordance with Part 13 Ch 2 Companies Act 2006 and pursuant to a request lodged at the registered office of the Trust in accordance with s 292 of the Companies Act 2006, the trustees of the Trust hereby circulate the following resolutions which are proposed to be moved as written resolutions and which are proposed as special resolutions (each a "**Special Resolution**" and together the "**Special Resolutions**")

**SPECIAL RESOLUTIONS**

- 1 That the articles of association of the Trust be amended by the deletion of article 32 in its entirety and its replacement with the following article  
  
"32 Subject to the provisions of the Act, the Memorandum and these Articles and to any direction given by special resolution of the members, the business of the Trust shall be managed by the directors, who may pay all expenses incurred in promoting and registering the Trust with the Registrar of Companies and the Charity Commission, and may exercise all such powers of the Trust as are not, by the Act or by these Articles, required to be exercised by the Trust in general meeting, but no regulation made by the Trust in general meeting shall invalidate any prior act of the directors which would have been valid if that regulation had not been made "
- 2 That, subject to the passing of the first Special Resolution, the Trust be and hereby is directed to execute (within [15] calendar days of the date on which the Special Resolutions are passed) the transfer agreement in the form set out in the printed document marked "A" attached to these resolutions (or such revised draft of such document as may be approved in writing by members representing 75 per cent of the voting rights of all members and notified to the Trust) (the "**Transfer Agreement**") and thereafter to deliver and perform the Transfer Agreement and to do all such acts and things and execute all such other documents, certifications or notices as may be required in order to implement the transactions contemplated by the Transfer Agreement and give such representations, undertakings and assurances as may be required in connection with the transactions contemplated by the Transfer Agreement

**Agreement to Special Resolutions**

*Please read the notes at the end of this document before signifying your agreement to the Special Resolutions*

The undersigned, a person entitled on the date set out above to vote on the Special Resolutions, irrevocably agrees to the Special Resolutions

THURSDAY



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11/09/2014

#185


COMPANIES HOUSE

Signed by *H. A. Siegle*  
for and on behalf of  
**PORTSMOUTH NAVAL BASE PROPERTY  
TRUST**

Signature 

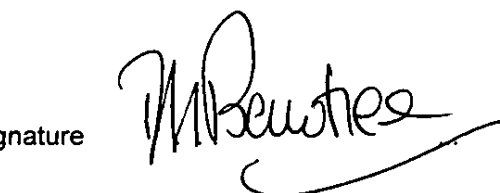
Date *18 August* 2014

Signed by *M. P. Aiken*  
for and on behalf of  
**THE MARY ROSE TRUST**

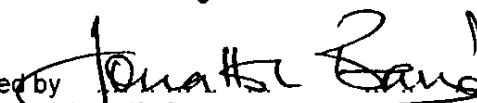
Signature 


Date *18 August* 2014

Signed by *David Bawtree*  
for and on behalf of  
**WARRIOR PRESERVATION TRUST LIMITED**

Signature 

Date *18 August* 2014

Signed by   
for and on behalf of  
**THE NATIONAL MUSEUM OF THE ROYAL  
NAVY**

Signature 

Date *18 August* 2014

## NOTES

### *Procedures for signifying agreement*

- 1        You can choose to agree to all of the written resolutions or none of them but you cannot agree to some only of the resolutions. If you agree to all of the resolutions, please signify your agreement by signing and dating this document where indicated above and returning it to the Trust. If you do not agree to all of the written resolutions, you do not need to do anything. You will not be deemed to agree if you do not reply.

### *Period for agreeing to written resolution*

- 2        Unless, by the end of the period of 28 days beginning with the Circulation Date stated at the head of this document, sufficient agreement has been received for the written resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us during that period. Your agreement will be ineffective if received after that date.

### *Other*

- 3        If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

**COMPANY NUMBER 2790922**  
**THE COMPANIES ACT 1985**

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

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**MEMORANDUM OF ASSOCIATION**  
**-OF-**  
**PORTSMOUTH HISTORIC DOCKYARD<sup>1</sup>**

- 1 The name of the Company (hereinafter called "the Trust") is PORTSMOUTH HISTORIC DOCKYARD<sup>1</sup>
- 2 The registered office of the Trust will be situated in England
- 3(A) The objects for which the Trust is established are -
- (1) for the benefit of the public and for the purposes of educating the public in naval and social history and in other matters related to the defence of the Realm to promote and assist in the display, understanding and enjoyment by the public of the land, buildings, structures, ships, vessels, docks and berths of national or architectural or historic interest in the Historic Dockyard at Her Majesty's Naval Base at Portsmouth and of the amenities and surroundings thereof,
  - (2) to encourage, foster, assist and promote in any manner whatsoever the fulfilment by Portsmouth Naval Base Property Trust, The Mary Rose Trust, Warrior Preservation Trust and The Royal Naval Museum Portsmouth of their respective charitable objects and (so far as the same is charitable) the preservation, maintenance and display to the public by the Royal Navy of HMS Victory
- 3(B) In the furtherance of the objects but not further or otherwise the Trust shall have power -
- (1) to promote cooperation between Portsmouth Naval Base Property Trust, The Mary Rose Trust, Warrior Preservation Trust, The Royal Naval Museum Portsmouth and other persons interested in the establishment of a coordinated approach to the public presentation of the Historic Dockyard at Her Majesty's Naval Base Portsmouth and the land, buildings, ships, vessels, docks and berths therein,
  - (2) to promote and further the proper display of and public access to the land, buildings, structures, ships, vessels, docks and berths of national or architectural or historic interest in the Historic Dockyard at Her Majesty's Naval Base at Portsmouth and of the amenities and surroundings thereof,
  - (3) with the consent of the owners thereof to make and administer arrangements for admission for the public (with or without charge) to any land, buildings, structures,

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<sup>1</sup> As amended by a Written Resolution dated 23 09 09

ships, vessels, docks and berths in the Historic Dockyard at Her Majesty's Naval Base Portsmouth,

- (4) to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal estate which may be deemed necessary or convenient for any of the purposes of the Trust,
- (5) to construct, maintain, and alter any houses, buildings, or works necessary or convenient for the objects of the Trust,
- (6) to take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Trust,
- (7) to take such steps (by personal or written appeals, public meetings or otherwise), as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Trust, in the shape of donations, grants, annual subscriptions, or otherwise, provided that the Trust shall not undertake any permanent trading for this purpose,
- (8) to insure the Trust and the property of the Trust against such risks as may be thought fit,
- (9) to arrange, promote and hold exhibitions and lectures and conduct training courses and to print and publish any newspapers, periodicals, books or leaflets (in each case with or without charge) that the Trust may think desirable for the promotion of its objects,
- (10) subject to such consents as may be required by law to sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Trust,
- (11) subject to such consents as may be required by law to borrow or raise money for the purposes of the Trust on such terms and in such manner as may be thought fit,
- (12) to permit any charitable organisations which the Trust may properly assist in the furtherance of the objects of the Trust to use any property of the Trust whether real or personal and, where any such is used by a charitable organisation as aforesaid under a lease or licence granted by the Trust, to charge such amounts by way of rent or otherwise as may be fit and to waive any such charges that might otherwise accrue,
- (13) to invest in the purchase of, or at interest upon the security of such stocks, shares, securities or other investments of whatsoever nature as the Trust may at its discretion think fit, to the intent that the Trust shall have the same full and unrestricted powers of investment and transposing investment in all respects as if it was absolutely entitled to the property of the Trust beneficially,
- (14) to undertake and execute any trusts or any agency business in furtherance of (or which may seem directly or indirectly conducive to any of) the objects of the Trust,

- (15) subject to the provisions of Clause 4 of this Memorandum to employ and reasonably remunerate any person as any employee and to remunerate and person, corporation, firm, society or other body for services rendered and to provide for payment of pension or a superannuation fund for the employees of the Trust, their widows and children or other dependants,
- (16) to establish and support, and to aid in the establishment and support of, any other charitable organisations formed for all or any of the objects of the Trust,
- (17) to amalgamate with any charitable companies, institutions, trusts, societies or associations having objects altogether or in part similar to those of the Trust,
- (18) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more company, institution, trust, society or association established exclusively for wholly charitable purposes,
- (19) to transfer all or any part of the property, assets, liabilities and engagements of the Trust to any one or more company, institution, trust, society or association established exclusively for wholly charitable purposes,
- (20) to do all such other lawful things as are necessary for the attainment of the objects or any of them,

provided that -

- (i) in case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts,
- (ii) the foregoing objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisation of employers,
- (iii) in case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Trust 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 Directors of the Trust 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 have been if no incorporation had been effected, and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division of the Charity Commissioners over such Directors but they shall as regards any such property be subject jointly and separately to such control or authority as if the Trust were not incorporated

4 The income and property of the Trust, whencesover derived, shall be applied solely towards the promotion of the objects of the Trust 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 the members or Directors of the Trust for their own personal benefit and no Director of the Trust shall be appointed to any office of the Trust

paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Trust,

provided that nothing herein shall prevent any payment in good faith by the Trust -

- (a) of a reasonable and proper remuneration to any officer or servant of the Trust (not being a Director of the Trust) in return for any services rendered to the Trust,
- (b) of interest at a rate not exceeding 2% per annum less than the base lending rate of the Trust's bankers on money lent or reasonable and proper rent for premises demised or let by any Director or member of the Trust to the Trust,
- (c) to any Director of his reasonable out-of-pocket expenses,
- (d) to any Director for the time being hereof being a solicitor or other person engaged in any professional business, all usual professional or other charges for business done by him or his firm in relation to the Trust,
- (e) to any Company of which a Director of the Trust may be a member holding not more than one-hundredth part of the capital of such Company

5 The liability of the members is limited

6 Every member of the Trust undertakes to contribute to the assets of the Trust 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 Trust 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 among themselves, such amount as may be required not exceeding £1

7 No addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association of the Trust for the time being in force the effect of which would cause the Trust at any time to cease to be a charity in law

8 If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed among and shall only be paid to or distributed among some other organisation or organisations having objects which are wholly and exclusively charitable in law (which may but need not be a member or members of the Trust) and which are in whole or in part similar to the objects of the Trust, being an organisation or organisations the constitution or governing provisions of 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 imposed on the Trust under or by virtue of Clause 4 hereof, such organisation or organisations to be determined by the members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to this provision, then to some wholly and exclusively charitable organisation or organisations

**COMPANY NUMBER: 2790922**  
**THE COMPANIES ACT 1985**

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

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**ARTICLES OF ASSOCIATION**  
**-OF-**  
**PORTSMOUTH HISTORIC DOCKYARD<sup>2</sup>**

**INTERPRETATION**

1 In these Articles -

**the Act** means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force,

**the Articles** means the articles of the Trust,

**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 can which it is to take effect,

**executed** includes any mode of execution,

**the Memorandum or the Memorandum of Association** means the memorandum of association of the Trust,

**office** means the registered office of the Trust,

**the seal** means the common seal of the Trust,

**Secretary** means the secretary of the Trust or any other person appointed to perform the duties of the secretary of the Trust, including a joint, assistant or deputy secretary,

**the Trust** means the above-named company,

**the 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 Trust

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form

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<sup>2</sup> As amended by a Written Resolution dated 23 09 09



The regulations contained or referred to in Table C in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) (as in force at the date of adoption of these articles) shall not apply to the Trust and the following articles shall in substitution therefor be the Articles of Association of the Trust

### **MEMBERS**

- 2 The number of members with which the Trust is registered is four but the directors may from time to time register an increase in members
- 3 A majority in number of the members of the Trust may by written notice to the Trust elect to admit any other person or persons to membership of the Trust Every prospective member of the Trust (other than the subscribers) shall execute a written consent to membership of the Trust before it becomes a member
- 4 A member may at any time withdraw from the Trust by giving at least seven clear days' notice to the Trust The rights and privileges of a member shall not be transferable

### **GENERAL MEETINGS**

- 5 The Trust 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 it, and not more than fifteen months shall elapse between the date of one annual general meeting of the Trust and that of the next Provided that so long as the Trust 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 time and place as the directors shall appoint
- 6 Every general meeting other than an annual general meeting shall be called extraordinary general meeting
- 7 The directors may, whenever they think fit, convene an extraordinary general meeting, and an extraordinary general meeting shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 368 of the Act

### **NOTICE OF GENERAL MEETINGS**

- 8 An annual general meeting and a meeting called for the passing of a special resolution shall be called with at least twenty-one clear days notice in writing, and a meeting of the Trust (other than an annual general meeting or a meeting for the passing of a special resolution) shall be called with at least fourteen clear days notice in writing The notice shall specify the place, the day and the hour of meeting and the general nature of the business to be transacted at the meeting (except that special resolutions shall be set out in full) and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Trust in general meeting, to such persons as are, under the Articles, entitled to receive such notice from the Trust

Provided that a meeting of the Trust shall, notwithstanding that it is called by shorter notice than that specified in this article 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 the right to attend and vote at the meeting, being a majority together holding not less than ninety five per cent of the total votes of all the members
- 9 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**

- 10(a) The requisite majority for an ordinary resolution to be passed by a meeting of the members of the Trust shall be a majority in number of the members of the Trust entitled to vote (and not just of those present, whether in person or by proxy or representative, who vote on the resolution in question)
- 10(b) The requisite majority for an extraordinary or special resolution to be passed by a meeting of members of the Trust shall be seventy five per cent in number of the members entitled to vote (and not just of those present, whether in person or by proxy or representative, who vote on the resolution in question)
- 11 No business shall be transacted at any meeting unless a quorum of members is present at the time when the meeting proceeds to that business, save as herein otherwise provided, a majority in number of the members of the Trust shall be a quorum
- 12 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, in any other case it 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 other time and place as the directors may determine, and if a quorum is not present within half an hour from the time appointed for the adjourned meeting, the members then present shall be a quorum
- 13 The chairman of the board of directors shall preside as chairman at every general meeting of the Trust If at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting
- 14 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 other than the business left unfinished at the meeting from which the adjournment took place When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting
- 15 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting

16 At any 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 declaration of the result of the show of hands) demanded

(a) by the chairman, or

(b) by at least fifty per cent of the members present

Unless a poll shall 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 Trust shall be conclusive evidence of the fact it records or purports to record without proof of the number or proportion of votes recorded in favour of or against such resolution

The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made

17 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded In any other case at least seven clear days notice shall be given specifying the time and place at which the poll is to be taken

18 Except as provided in Article 17, 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 deemed to be the resolution of the meeting at which the poll was demanded

19 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 business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll

20 Subject to the provisions of the Act, a resolution in writing executed by or on behalf of 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 Trust duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members

#### **VOTES OF MEMBERS**

21 Every member shall have one vote save that on a resolution to remove a director appointed by an Appointing Member (as defined in Article 27 below), that Appointing Member director shall have one hundred votes

22(a) On a poll votes may be given either by the member of the Trust or its authorised representative or by proxy

22(b) An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in a form which is usual or which the directors approve

23 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may -

- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Trust in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the member named in the instrument proposes to vote, or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or
- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid

24 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate 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 Trust at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll is 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

#### **MEMBERS ACTING BY REPRESENTATIVES AT MEETINGS**

25 Any body corporate which is a member of the Trust may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Trust, and, provided that the member has given written notice to the Trust of such authorisation at least twenty-four hours before the commencement of the meeting, and the Trust has not received written notice of the termination of such authorisation by the commencement of the meeting, the person so authorised shall as regards such meeting have the same rights as and be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate would have or would be able to exercise if it were an individual member of the Trust

26 Any individual who is a member of the Trust either in his capacity as a trustee of a trust or in his capacity as a member of the governing body of an unincorporated association established (in each case) for purposes which are wholly charitable according to the laws of England and Wales may appoint any other individual who is also either a trustee of that trust or a member of the governing body of that unincorporated association (as the case may be) to act as his representative at any meeting of the Trust, and, provided that the member has given written notice to the Trust of such authorisation at least twenty-four hours before the commencement of the meeting, and the Trust has not received written notice of the termination of such authorisation by the commencement of the meeting, the individual so

authorised shall as regards such meeting have the same rights as and be entitled to exercise all the powers of his appointor

- 26A Any authorisation to act as a representative of a member of the Trust, such as is referred to in Articles 25 and 26 above, may be given either in relation to a particular meeting of the Trust (a "one-off authorisation"), or in relation to all meetings of the Trust until such authorisation is terminated by the member of the Trust (a "standing authorisation") Any written notice of any such authorisation which is required to be given by a member to the Trust under Article 25 or 26 shall specify whether a one-off authorisation or a standing authorisation has been given A member shall give written notice of the termination of an authorisation to the trust as soon as reasonably practicable after such termination For the purposes of Articles 25 and 26 and this Article, any written notice to be given by a member to the Trust shall be given by delivery to the registered office for the time being of the Trust, and shall be given and received at the time of such delivery

## **DIRECTORS**

- 27(a) Each member of the Trust ("Appointing Member") which is or is deemed by statute to be a body corporate shall have the right to appoint one of its directors, officers or trustees as a director, and each member of the Trust (also "Appointing Member") who is an individual but declares to the Trust before becoming a member that he is becoming a member as representative of the trustees of a charity which is not or not deemed to be a body corporate but is either a trust or an unincorporated association shall have power in either case to appoint one of the trustees or members of the governing body of such trust or association aforesaid (including himself if he is such) as a director Any such appointment shall be for a fixed term of office, subject to the Appointing Member's ability to remove such director from office, as provided below Written notice of any such appointment must be delivered to the registered office for the time being of the Trust The proposed appointee must specify in writing to the Trust his acceptance of the office of director within thirty days of his appointment, and any failure to do so shall render his appointment void, but without prejudice to any acts done by him before the expiry of such period The Appointing Member shall be able by notice in writing to the Trust (delivered to the registered office for the time being of the Trust) to remove the director appointed by it
- 27(b) Those directors of the Trust who have been appointed by the members of the Trust ("Representative Directors") shall, acting by majority, have power to appoint any person who is willing to act as an additional director of the Trust, and to remove any director so appointed, any such appointment or removal to have effect from the date of the relevant resolution of the Representative Directors Any such appointment shall be for a fixed term of office, subject to the power of the Representative Directors to remove such director from office, as provided above
- 27(c) Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less than four ("the Minimum Number")
- 28 [Deleted]
- 29 Subject to the provisions of the Act and of the Memorandum of Association, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office -

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Trust or in which the Trust 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 Trust or in which the Trust is otherwise interested, and
- (c) shall not, by reason of his office, be accountable to the Trust for any benefit which he 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 avoided on the ground of any such interest or benefit

30 For the purposes of the foregoing article -

- (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 to have knowledge shall not be treated as an interest of his

#### **BORROWING POWERS**

31 The directors may exercise all the powers of the Trust to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Trust or of any third party

#### **POWERS AND DUTIES OF DIRECTORS**

32 Subject to the provisions of the Act, the Memorandum and these Articles and to any direction given by special resolution of the members, the business of the Trust shall be managed by the directors, who may pay all expenses incurred in promoting and registering the Trust with the Registrar of Companies and the Charity Commission, and may exercise all such powers of the Trust as are not, by the Act or by these Articles, required to be exercised by the Trust in general meeting, but no regulation made by the Trust in general meeting shall invalidate any prior act of the directors which would have been valid if that regulation had not been made

33 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Trust, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the directors shall from time to time by resolution determine

34 The directors shall cause minutes to be made in books provided for the purpose -

- (a) of all appointments made by the directors,

- (b) of the names of the directors present at each meeting of the directors and of any committee of the directors,
- (c) of all resolutions and proceedings at all meetings of the Trust, and of the directors, and of committees of directors,

and every director present at any meeting of directors or committee of directors shall sign his name in a book to be kept for that purpose

### **DISQUALIFICATION OF DIRECTORS**

35 The office of director shall be vacated if the director -

- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- (b) is, or may be, suffering from mental disorder and either -
  - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
  - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or
- (c) resigns his office by notice in writing to the Trust, or
- (d) ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director, or
- (e) is directly or indirectly interested in any contract with the Trust and fails to declare the nature of his interest in manner required by Section 317 of the Act,
- (f) is removed by notice in writing by the Appointing Member who appointed him, or (in the case of a director appointed by the Representative Directors) by resolution of a majority of the Representative Directors,
- (g) is disqualified from being a charity trustee pursuant to section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision)

### **DIRECTORS' EXPENSES**

36 The directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of or established by the directors or general meetings of the Trust or otherwise in connection with the discharge of their duties

## **PROCEEDINGS OF DIRECTORS**

- 37 The directors may meet together for the despatch of business, and adjourn and otherwise regulate their meetings, as they think fit (except where it is provided otherwise in these Articles or by the Act) Questions arising at any meeting shall be decided by a majority of votes of those directors entitled to vote In the case of an equality of votes the chairman of the meeting in question shall have a second or casting vote A director may, and the Secretary on the requisition of a director shall, at any time summon a meeting of the directors (with due regard to the provisions of article 56 below) It shall not be necessary to give notice of a meeting of directors to any director for the time being absent from the United Kingdom except to his home address in the United Kingdom
- 38 The quorum necessary for the transaction of the business of the directors shall be a majority of the directors for the time being holding office or such greater number as the directors may decide
- 39 The continuing directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the Minimum Number of directors, the continuing directors or director may act for the purpose of summoning a general meeting of the Trust, but for no other purpose
- 40 The chairman of any meeting of the directors shall be such director as shall have been elected at a meeting of the directors to serve either as chairman of the meeting of the directors in question or as chairman of meetings of the directors which take place during any specified period At any meeting of the directors where the chairman (if any) for the time being of meetings of the directors or the person appointed as chairman of the meeting in question is not present within fifteen minutes of the time set for such meeting, then the directors present at that meeting at the expiry of that period shall elect one of their number to be chairman of that meeting of the directors, and any person so elected, rather than any other person, shall be chairman of that meeting
- 41 The directors may delegate any of their powers to any committee consisting of one or more directors They may also delegate to any director holding any other executive office such of their powers as they consider desirable be exercised by him Any such delegation may be made subject to any conditions the directors may impose, and either collateral with or to the exclusion of their own powers and may be revoked or altered Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by their articles regulating the proceedings of directors so far as they are capable of applying
- 42 A committee may elect a chairman of its meetings If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of that meeting
- 43 A committee may meet and adjourn as it thinks proper Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman of the meeting in question of the committee shall have a second or casting vote



- 44 All acts done by any meeting of the directors or of a committee of directors, or by any person acting as a director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director
- 45 A committee shall be entitled to form one or more sub-committees consisting of such of its members as it thinks fit. The provisions of these Articles regulating the formation, procedure, responsibilities and powers of any committee of the directors (including the provisions of this article) shall apply to any sub-committee formed pursuant to the provisions of this article
- 46 A resolution in writing, signed by all the directors for the time being entitled to receive notice of a meeting of the directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held
- 47A Any director may participate in a meeting of the directors by telephone, video link, or other means of telecommunication, provided that no director shall be regarded for this purpose as participating in a meeting unless he or she can hear and be heard by all other directors who are participating in the meeting. A director so participating in a meeting shall be counted when determining whether a quorum is present and may vote on any resolution put to the directors as if he or she were physically present in the meeting. A meeting of the directors in which all of the directors are so participating shall be validly held provided that a quorum is present and the other provisions of these Articles are complied with

#### **SECRETARY**

- 47 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 them
- 48 A provision of the Act of these Articles requiring or authorising a thing to be done by or to a director and the Secretary shall not be satisfied by its being done or to the same person acting both as director and as, or in place of, the Secretary

#### **THE SEAL**

- 49 The directors shall provide for the safe custody of the seal, which shall only be used by the authority of the directors or of a committee of the directors authorised by the directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a director and shall be countersigned by the Secretary or by a second director or by some other person appointed by the directors for the purpose

#### **ACCOUNTS**

- 50 The directors shall cause proper books of account to be kept with respect to -
- (a) all sums of money received and expended by the Trust and the matters in respect of which the receipt and expenditure takes place,
  - (b) all sales and purchases of goods by the Trust, and

(c) the assets and liabilities of the Trust

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 state of the Trust's affairs and to explain its transactions

- 51 The books of account shall be kept at the registered office of the Trust, or subject to Sections 221 to 223 of the Act, at such other place or places as the directors think fit, and shall always be open to the inspection of the directors
- 52 The directors shall from time to time in accordance with Sections 227, 228, 235 and 239 of the Act, cause to be prepared and to be laid before the Trust in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections, and they shall also cause to be prepared such accounts as are required by the Charity Commissioners for England and Wales or the rules of law existing from time to time concerning the regulation of charities
- 53 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Trust in general meetings, 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, and every holder of debentures of, the Trust, provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Trust is not aware or to more than one of the joint holders of any debentures
- 54 Auditors shall be appointed and their duties regulated in accordance with Section 237 and Sections 384 to 393 of the Act, and any rule of law relating to charities

#### **ADVISORS AND OBSERVERS**

- 55 The Ministry of Defence may send an advisor to meetings of the directors or to meetings of any committee of the directors and to meetings of members of the Trust, and unless it determines otherwise that person shall be the Second Sea Lord's Chief of Staff (or such other person as he shall nominate) For the purpose of service of notice of meetings only the Second Sea Lord's Chief of Staff (or such person as he shall nominate) shall be entitled to the same treatment as a director or a member of the trust or a member of any committee of the directors of the Trust In addition, any meeting of the directors may resolve that any other persons, bodies or organisations interested in the objects of the Trust shall be permitted (as appropriate) to attend or send an observer to any meeting of the directors, any meeting of any committee of the directors and of members of the Trust, and may further resolve that any such person or observer shall be entitled to receive notice (in whatever form and of whatever length) of meetings which he may attend or at which he may observe

#### **NOTICES**

- 56 A notice may be given by the Trust 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 Trust for the purposes of giving 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

57 Notice of every general meeting shall be given in any manner hereinbefore authorised to -

- (a) every member except those members who (having no registered address within the United Kingdom) have not supplied to the Trust an address within the United Kingdom for the giving of notices to them,
- (b) every person being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting, and
- (c) the Auditor for the time being of the Trust

No other person (other than as provided in these Articles) shall be entitled to receive notice of general meetings

58 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 directors need not be in writing

59 The Trust 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 Trust 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 Trust

60 A member present, either in person or by proxy, at any meeting of the trust shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called

61 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 48 hours after the envelope containing it was posted

## **DISSOLUTION**

62 Upon the winding up of the Trust the provisions of Clause 8 of the Memorandum shall have effect and be observed as if the same were repeated herein