

Company No. 03260168
Charity No. 1060478

THE COMPANIES ACTS 1985 TO 2006

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION
OF

GREENSLEEVES HOMES TRUST

Incorporated 8th October 1996



Ian Davies, Solicitor, 54 Winchmore Hill Road, Southgate, London N14 6PX

THE COMPANIES ACTS 1985 TO 2006

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

MEMORANDUM OF ASSOCIATION

- of -

GREENSLEEVES HOMES TRUST

(As amended by Special Resolutions passed 16th January 1997 and 4th November 2008)

- 1 The name of the Company ("the Charity") is **GREENSLEEVES HOMES TRUST**.
- 2 The registered office of the Charity will be situated in England.
3. The exclusively charitable objects for which the Charity is established are.
 - (a) The relief of poverty, distress, suffering or need among all sections of the community in the United Kingdom by all charitable means and particularly by providing residential accommodation and assistance in kind for individuals in the community on terms appropriate to their means
 - (b) Such other purposes for the benefit of the community as shall be exclusively charitable
- 4 In furtherance of the above objects but not further or otherwise the Charity shall have the following powers
 - (a) to print and publish any newspapers, periodicals, books, articles or leaflets;
 - (b) to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the world, and to construct, maintain and alter buildings or erections;
 - (c) to sell, manage, let or mortgage, dispose of or turn to account all or any of the property or assets of the Charity subject to such consents as may be required by law;
 - (d) to execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property;
 - (e) to borrow or raise money for the objects of the Charity on such terms and on such security as may be thought fit subject to such consents as may be required by law;

- (f) to take and accept any gift of money, property or other assets whether subject to any special trust or not for the objects of the Charity;
- (g) to raise funds and organise appeals and 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 the charitable objects aforesaid,
- (h) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts,
- (i) to invest in its own name or in the name of nominees moneys 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;
- (j) to delegate upon such terms and with such remuneration as the Charity shall think fit to professional investment managers ("the Managers") the exercise of the power contained in the fore-going sub-clause (i) Provided Always that
 - (i) the Managers shall be persons who are entitled to carry on investment business under the provisions of the Financial Services Act 1986 or any statutory modification or re-enactment of the same,
 - (ii) the Charity shall authorise the managers to exercise such delegated power as aforesaid only within clear investment policy guidelines laid down from time to time by the Charity and the Charity shall use its best endeavours to ensure that those guidelines are observed,
 - (iii) the Managers shall be under a duty to report promptly to the Charity any exercise of the power delegated as aforesaid and to report all transactions at least within 14 days and to report on performance of any investments managed by them at least every three months,
 - (iv) the Charity shall at all times be free forthwith to review alter or determine such delegation and the terms thereof,
 - (v) the Charity shall review such delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Charity to undertake such review within the said period of 12 months shall not invalidate the delegation;
- (k) to subscribe for, take or otherwise acquire and hold shares, stock, debentures or other securities of or interests in any company or undertaking established with the intention of directly benefiting the Charity provided always that appropriate professional advice shall have been sought before making such subscription or acquisition,

- (l) to make any donations in cash or assets or establish or support or aid in the establishment or support of or constitute or lend money (with or without security) to or for any exclusively charitable trusts, associations or institutions;
- (m) to undertake and execute charitable trusts,
- (n) to engage and pay upon such reasonable and proper terms as may be thought fit any person or persons not being Trustees whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Charity;
- (o) subject to the provisions of Clause 5 to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants,
- (p) to amalgamate with any companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Charity and prohibit payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Charity by this Memorandum of Association,
- (q) to make and alter such rules and regulations as may be requisite for the efficient management development and administration of the Charity;
- (r) to pay out of funds of the Charity the costs charges and expenses of and incidental to the formation and registration of the Charity;
- (s) to do all such other lawful things as will further the attainment of the objects of the Charity of 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's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;
- (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 Trustees 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 Trustees 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 Trustees, but they shall as

regards any such property be subject jointly and separately to such control or authority as if the Charity were not incorporated;

- 51 The income and property of the Charity shall be applied solely towards the promotion of its objects 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 and no Trustee shall without the prior written permission of the Charity Commission be appointed to any office of the Charity paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Charity.

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

- (a) of reasonable and proper remuneration to any member, officer, servant or consultant of the Charity (not being a Trustee of the Charity) for any services rendered to the Charity and of reasonable and proper travelling, conference and study expenses necessarily incurred in carrying out the duties of any such member, officer, servant or consultant of the Charity,
- (b) to any Trustee who is a Solicitor, Accountant or other person engaged in a profession of all reasonable professional and other charges for work done by him or his firm when instructed by the other Trustees to act in that capacity on behalf of the Charity provided that:
 - (i) he shall be absent from all meetings at which the employment and remuneration of such a firm or company are discussed during the relative discussion,
 - (ii) he shall not vote on any resolution relating to the employment or remuneration of such firm or company,
 - (iii) the other Trustees are satisfied that the employment of the firm or company in question is both necessary and expedient in the interests of the Charity,
- (c) of interest on money lent by a Member of the Charity or its Trustees at a rate per annum not exceeding 2 per cent less than the base lending rate prescribed for the time being by a major London Clearing Bank or 3 per cent whichever is the greater,
- (d) to any Trustee of reasonable and proper out-of-pocket expenses,
- (e) to a company of which a Member of the Charity or a Trustee may be a member holding not more than one hundredth part of the capital of such company;
- (f) of reasonable and proper rent for premises demised or let by any Member of the Charity or by any Trustee;
- (g) of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act of default of the Trustees (or any of them) in relation to the Charity provided that such insurance shall not extend to indemnification against liability for wilful or criminal wrongdoing or default; and shall be subject to the restrictions

contained in sections 232 and 236 of the Companies Act 2006 All the Trustees may vote on this issue notwithstanding that they have an interest in the insurance policy.

- 5.2 In the event of a conflict of interests arising for a trustee (which shall include a conflict of interest and duty or conflict of duties) because of a duty or loyalty owed to another organisation or person and the conflict is not authorised by any other provision in this Memorandum or the Articles, the un-conflicted trustees may authorise such a conflict of interests, where the following conditions apply

5.2.1 the conflicted trustee is absent from the part of the meeting at which there is a discussion of any arrangement or transaction affecting that other organisation or person,

5.2.2 the conflicted trustee does not vote on any such matter, and is not to be counted when considering whether a quorum of trustees is present at the meeting,

5.2.3 the un-conflicted trustees consider that it is in the interests of the company to authorise the conflict of interests in the circumstances prevailing,

- 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 among themselves, such amount as may be required not exceeding £1 (one pound)

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 Women's Royal Voluntary Service if it shall be in existence at the date of such winding up or dissolution and if not then to some other charitable institution or institutions having objects similar to the objects of the Charity and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Charity under or by virtue of Clause 5 hereof, such institution or institutions to be determined by Members of the Charity at or before the time of dissolution and in so far as effect cannot be given to such provisions then such property shall be disposed of at the discretion of the Trustees for some other charitable purpose or purposes

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

JAMES THORNE
66 Lincoln's Inn Fields
LONDON WC2A 3LH

SOLICITOR

JUDITH LYNNE HILL
66 Lincoln's Inn Fields
LONDON WC2a 3LH

SOLICITOR

ROBERT EDWARD FOSTER
66 Lincoln's Inn Fields
LONDON WC2a 3LH

SOLICITOR

DATED this 30th day of September 1996

WITNESS to the above signatures

LUKE FARRER

66 Lincoln's Inn Fields
LONDON WC2A 3LH

THE COMPANIES ACTS 1985 TO 2006
A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE
CAPITAL

ARTICLES OF ASSOCIATION

of

GREENSLEEVES HOMES TRUST

**(As amended by Special Resolutions of 16th January 1997, 15th May 2001, 24th
October 2006 and 4th November 2008)**

INTERPRETATION

1

1.1. In these Articles and the Memorandum:

<i>the Articles</i>	means these Articles of Association of the Company;
<i>Auditor</i>	means a person appointed to conduct an examination and verification of the Company's accounts and includes a reporting accountant appointed in accordance with the Statutes;
<i>The Board</i>	The directors of the company who are the Trustees of the Charity
<i>CA 1985</i>	means the Companies Act 1985,
<i>CA 2006</i>	means the Companies Act 2006;
<i>Charitable Purposes</i>	means purposes which are charitable in accordance with the law of England and Wales;

<i>The Charities Acts</i>	Means the Charities Acts 1992-2006 or any re-enactment or replacement thereof
<i>The Charity</i>	Means the above Company
<i>clear days</i>	in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,
<i>Companies Act</i>	means the company law provision of the CA 2006, the CA 1985, the Companies Consolidation (Consequential Provisions) Act 1985 and the Companies Act 1989 is so far as the same are in force from time to time;
<i>electronic communication</i>	means the same as in the CA 2006;
<i>electronic form</i>	has the meaning in section 1168(3) of the CA 2006;
<i>Executed</i>	includes any mode of execution;
<i>hard copy</i>	has the meaning in section 1168(2) of the CA 2006;
<i>Members</i>	Means all persons who are members of the Company and who have the right to vote at general meetings of the Company
<i>the Memorandum</i>	means the Memorandum of Association of the Company;
<i>Month</i>	means a calendar month;
<i>Office</i>	means the registered office of the Company;
<i>the seal</i>	means the common seal of the Company if it has one;
<i>Secretary</i>	means the company secretary of the Company (if one is appointed) or any

other person appointed to perform the duties of the company secretary of the Company;

Statutes

means the Companies Acts and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Companies Acts;

Trustee

means a director and member of the Board of the Company;

the United Kingdom

means Great Britain and Northern Ireland;

1.2 Any reference to

1.2.1. a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it;

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

1.2.3 a *person* includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, government or state agencies, local authorities, public bodies, foundations and trusts (in each case whether or not having separate legal personality); and

1.2.4. *writing* is a reference to any method of representing or reproducing words in a legible and non-transitory form

1.3 Subject to the preceding provisions of this Article and unless the context requires otherwise, words or expressions defined in the Statutes (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Company) shall bear the same meaning in the Articles.

MEMBERSHIP OF THE COMPANY

2 The number of Company Members with which the Company proposes to be registered is unlimited.

3 The Company Members shall be:

- 3 1 the subscribers to the Memorandum,
 - 3 2. the Trustees; and
 - 3.3 such other persons as the Board shall admit to membership as a Company Member from time to time when those persons are appointed or seeking appointment as Trustees.
- 4 Except in respect of the subscribers to the Memorandum, every application for membership shall be in writing signed by or on behalf of the applicant in such form as the Board may from time to time determine.
- 5 The Board shall admit to membership such persons as it shall think fit and the Board may from time to time prescribe (and vary) criteria for membership. The Board shall not be obliged to give reasons for refusing to accept any person as a Member.
- 6 Membership shall not be transferable and a Member shall cease to be a Member.
- 6.1 in the case of a natural person, on death or bankruptcy;
 - 6.2. in the case of a member who is a Trustee, on ceasing to be a Trustee for whatever reason,
 - 6 3 if by notice in writing to the Secretary signed by or on behalf of the Member, the Member resigns. The Member is deemed to have resigned when the letter of resignation is received at the Office;
 - 6.4. by unanimous vote of the Board or, if there shall be more than six Trustees, by resolution of the Board passed by a majority of not less than 3/4ths of the Trustees present and voting at the meeting of the Board convened for the purpose. A resolution to terminate a Member's membership of the Company shall not be passed unless the Member has been given not less than 14 days' notice of the meeting of the Board at which the matter is to be considered and has been afforded a reasonable opportunity of being heard by or of making a written representation to the Board prior to the Board voting the resolution;
 - 6.5 When these Articles come into force any person who was formerly a member of the Company under any previous set of Articles, but does not fall within the criteria for membership in these Articles, namely being a subscriber to the Memorandum or a Trustee, shall cease to be a member immediately.

GENERAL MEETINGS

7. The Board may call general meetings. General meetings may also be called on the requisition of Company Members pursuant to the provisions of the Statutes. General Meetings and the business discussed shall be so arranged as to enable the Trustees to comply with their legal obligations under the Statutes, and the Charities Acts.
8. If there are not within the United Kingdom sufficient Trustees under clause 40 to call a general meeting, any Trustee or a Company member may call a general meeting

NOTICE OF GENERAL MEETINGS

9. All 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 by a majority in number of Company Members having a right to attend and vote being a majority together holding not less than 95% of the total voting rights at the meeting of all the Company Members.
10. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. The notice shall also comply with the provisions of section 325(1) of the CA 2006 which requires that each Company Member is informed of his right to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. The notice shall be given to all Company Members, Trustees, patrons, honorary officers, and the auditor.

PROCEEDINGS AT GENERAL MEETINGS

11. No business shall be transacted at any general meeting unless a quorum is present. Three persons entitled to vote upon the business to be transacted, each being a Company Member, shall constitute a quorum.
12. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine.
13. The Chairman, or Vice Chairman, if any, of the Board or in their absence some other Member nominated by the Board shall preside as chairman of the meeting, but if neither the Chairman or Vice Chairman nor such Member (if any) be present within fifteen minutes after the time appointed for holding the meeting

and willing to act, the Members present shall elect one of their number to be chairman.

14. If there is no Chairman or Vice Chairman and no other Member is willing to act as chairman, fifteen minutes after the time appointed for holding the meeting, then those Members present shall choose one of their number to be chairman.
15. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given in any manner in which notice of a meeting may lawfully be given specifying the date, time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
16. A resolution put to the vote of a meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Statutes, a poll may be demanded:
 - a. by the chairman; or
 - b. by at least two Company Members present in person or by proxy
17. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
18. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. 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.
19. A poll shall be taken as the chairman 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.
20. A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the results of a show of hands and the demand

is duly withdrawn, the meeting shall continue as if the demand had not been made.

21. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be not be entitled to a casting vote. The motion shall be deemed not carried, but may be put to the vote again immediately or at some future meeting
22. The provisions of chapter 2 of Part 13 of the CA 2006 shall apply to written resolutions of Company Members. A proposed written resolution shall lapse if it is not passed before the end of the period of twenty eight days beginning with the circulation date (as defined in section 290 of the CA 2006).

VOTES OF COMPANY MEMBERS

23. Subject to Article 26, every Company Member shall have one vote.
24. No Company Member shall debate or vote (whether in person or by proxy) on any matter in which he is personally interested without the permission of the majority of the persons present and voting
25. Any Member of the Company entitled to attend and vote at any meeting of the Company shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote (by show of hands or poll) instead of him.
26. The instrument appointing a proxy shall be signed by the appointer or his attorney in the following form or as near to it as circumstances admit, or in any other form which is usual or which the Board may approve

GREENSLEEVES HOMES TRUST

I [Company Member's name and address] being a Company Member of the above-named company hereby appoint

[name and address of proxy holder] or failing him,

[name and address of substitute] as my/our proxy to vote on my/our behalf at the [Adjourned] General Meeting of the above-named company to be held on the day of
 and at any adjournment thereof.

Signed [name] this day of

27. The appointment of a proxy and any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy shall:

- a in the case of an appointment in hard copy form, be delivered personally or by post to the Office not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which it relates; or
 - b. in the case of an appointment in electronic form, be received at an address specified (or is deemed by a provision in the CA 2006 to have been specified) by or on behalf of the Company for the purpose of receiving documents or information in electronic form:
 - (i) in, or by way of note to, the notice convening the meeting,
 - (ii) in any form of proxy sent by or on behalf of the Company in relation to the meeting; or
 - (iii) in any invitation in electronic form to appoint a proxy issued by or on behalf of the Company in relation to the meeting,

not less than 48 hours before the time appointed for holding the meeting or adjourned meeting to which it relates; or
 - c. in the case of a poll which is taken more than 48 hours after it is demanded, be delivered or received as aforesaid not less than 24 hours before the time appointed for the taking of the poll; or
 - d. in the case of a poll which is not taken at the meeting at which it is demanded but is taken not more than 48 hours after it was demanded, be delivered in hard copy form at the meeting at which the poll was demanded to the chairman or to the secretary or to any Trustee
28. In default of the provision of Article 27 the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.
29. An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll
30. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
31. A vote cast or a poll demanded by a proxy shall not be rendered invalid by reason of the death or mental disorder of the appointor or by the termination or revocation of the proxy or the authority under which the proxy was executed unless notice of such death, mental disorder, termination or revocation shall have been received by the Company not later than the latest time at which the proxy would need to have been delivered to or received by the Company in order to be

valid for use at the meeting or adjourned meeting at which the proxy is used, or in the case of a poll, not later than the latest time at which the proxy would need to have been delivered to or received by the Company to enable the proxy to vote on the poll. Such notice of termination shall be either by means of an instrument in hard copy form, delivered to the Office or in electronic form received at the address (if any) specified by or on behalf of the Company in accordance with Article 27 b, regardless of whether any relevant proxy appointment was effected by means of an instrument in hard copy or electronic form

THE BOARD

- 32 The number of Trustees shall be not less than three but not more than thirteen.
- 33.1 The Trustees shall be those persons named in the statement delivered to the Registrar of Companies pursuant to the Companies Acts, who shall be deemed to have been appointed under the Articles Future Trustees shall be appointed by resolution of the Board Trustees must be Members of the Company
- 33.2 Trustees shall be appointed for fixed terms of office of four years A Trustee may serve for no more than two consecutive terms of four years. The persons eligible for election as Trustees shall be either
- (i) A Trustee whose first term of office is expiring; or
 - (ii) A person who has been nominated by a Member and seconded by another Member and who has agreed to hold office.
- 33.3 The Trustees shall have power at any time to appoint a person to be a Trustee, either to fill a casual vacancy, or as an addition to the existing Trustees, except that the total number of Trustees shall not at any time exceed the maximum number fixed by or in accordance with these Articles Any Trustee so appointed shall be entitled to serve for a maximum period of eight years commencing with the date of his appointment.
34. Except to the extent permitted by the Memorandum, no Trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party.
35. The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board (or its committees or sub-committees) or general meetings or otherwise in connection with the discharge of their duties.

POWERS OF THE BOARD

36. Subject to the provisions of the Statutes, the Memorandum and Articles and to any directions given by a resolution of the Company Members, the business of the Company shall be managed by the Board who may exercise all the powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and are not by the Statutes or by these Articles required to be exercised by the Company in general meeting. No alteration to the Memorandum or the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.
37. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.
38. The Board shall have power from time to time to make, repeal and alter regulations for the proper conduct and management of the Company, any committee and any other matters arising under the Articles.

DISQUALIFICATION AND REMOVAL OF TRUSTEES

39. A Trustee shall cease to hold office if he
 - 39.1 ceases to be a Trustee by virtue of any provision in the Statutes or is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 or is otherwise prohibited by law from being a Trustee,
 - 39.2 becomes incapable by reason of mental disorder of managing and administering his own affairs;
 - 39.3 resigns his office by notice to the Company (but only if at least two Trustees will remain in office when the notice or resignation is to take effect), or
 - 39.4 is absent without the permission of the Board from three consecutive meetings and the Board resolve that his office be vacated.
 - 39.5 ceases for whatever reason to be a Member of the Company.

39.6 (subject to the Trustee's right to protest removal under the Statutes) is removed for good cause by resolution of the Board.

PROCEEDINGS OF THE BOARD

- 40 Subject to the provision of the Articles, the Board may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit. Two Trustees may call a meeting of the Board, and if they ask the Secretary to call a meeting he must do so. Notice of a Board meeting shall be deemed to be properly given to a Trustee if it is given to him personally or by word of mouth or sent to him in hard copy form at his last known address or any other address given by him to the Company for this purpose or sent in electronic form to him at an address given by him to the Company for this purpose. 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 chairman shall not have a second or casting vote. The motion shall be deemed not carried but may be put to the vote again immediately or at some future meeting.
- 41 The quorum for the transaction of the business of the Board shall be three
- 42 The Board may act notwithstanding any vacancies but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies by calling a Board meeting to appoint new Trustees, or of calling a general meeting
- 43 The Board may from time to time elect a Chairman and a Vice Chairman of their meetings and may at any time remove either of them from that office. Unless he is unwilling to do so, the Chairman or in his absence the Vice Chairman so appointed shall preside at every meeting of Board at which he is present. But if there is no Trustee holding either office, or if the Trustee holding the relevant office 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 chairman of the meeting.
- 44 The Board may delegate any of its powers or the implementation of any of its resolutions to any committee provided that:
- 44.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to co-opt persons up to a specified number);
- 44.2 the composition of any such committee shall be entirely in the discretion of the Board and may comprise such of their number as the resolution may specify;

- 44.3 the quorum for the conduct of business of the committee shall be two Trustees;
- 44.4 the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary.
- 45 All acts done by a meeting of the Board, or a committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or member of the committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee or a member of the committee (as the case may be) and had been entitled to vote.
- 46 A resolution in writing signed by all the Trustees for the time being or any committee shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) such committee duly convened and held.
- 47 Trustees and members of any committee may participate in or hold a meeting of the Board or any committee (as the case may be) by means of conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Board or a committee (as the case may be) duly convened and held with such persons physically present.

OFFICERS

- 48 For such time as the Companies Acts require, the Board:
- 48.1 shall appoint a company secretary and thereafter there will be no obligation to maintain that office;
- 48.2 may appoint or engage a treasurer, a deputy company secretary and such other officers as they shall see fit;
- and any such appointment or engagement may be made for the purpose of discharging such duties and upon such terms as the Board determines and the Board may dismiss any officer so appointed or engaged.

MINUTES

49 The Board shall ensure that minutes are kept:

49.1 of all appointments of officers made by the Board; and

49.2 of all proceedings at meetings of the Company and of the Board and of committees and sub-committees of the Board including the names of those present at such meetings.

THE SEAL

50 The seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. 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.

BANK ACCOUNTS

51 Any bank account in which any part of the assets of the Company is deposited shall indicate the name of the Company. The Board shall have power to make regulations from time to time (and to rescind, alter or vary such regulations) dealing with the financial controls of the Charity including (but not by way of limitation) rules for the operation of accounts, the signing of cheques or orders for payment of money and electronic banking.

ACCOUNTS

52 Accounting records sufficient to show and explain the transactions and assets and liabilities of the Company and otherwise complying with the Statutes shall be kept at the Office or such other place within the United Kingdom as the Board thinks fit.

53 Subject to the requirements of the Statutes, the Company may at a general meeting impose reasonable restrictions as to the time and manner at and in which the books and accounts of the Company may be inspected by Members and subject to those restrictions the books and accounts shall be opened to inspection by Members at all reasonable times during usual business hours

AUDIT

- 54 The Board shall comply with their obligations under the Statutes with regard to the audit of accounts and if required by the Statutes shall appoint an auditor whose duties shall be regulated in accordance with the Statutes.

ANNUAL REPORT AND ANNUAL RETURN

- 55 The Board shall comply with their obligations under the Charities Acts (or any statutory re-enactment or modification of them) with regard to the preparation of an annual report and an annual return and their transmission to the Charity Commission for England and Wales, and also their obligations under the Statutes

NOTICES

- 56 Notwithstanding anything to the contrary in these Articles, any notice or other document or information sent or supplied by or to the Company (whether authorised or required to be sent or supplied by the Statutes or otherwise) to or by a Company Member, or to or by any person entitled to enjoy or exercise all or any specified rights of a member in relation to the Company, may be sent or supplied in any way in which the CA 2006 provides for documents or information to be sent or supplied by or to the Company for the purposes of the Statutes and in particular by the Company making them available on a website
- 57 A notice or other document or information sent in electronic form shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.
- 58 A Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
- 59 The provision of the CA 2006 shall apply to the deemed delivery of documents and information sent by the Company.
- 60 The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by a person entitled to receive a notice shall not invalidate the proceedings of that meeting.

INDEMNITY

- 61 Subject to the provisions of the Statutes but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or

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

- 62 The Board shall have power to resolve pursuant to clause 5.1(g) of the Memorandum to effect indemnity insurance notwithstanding their interest in such policy.
- 63 Clause 5.2 dealing with conflicts of interest shall take effect and be observed as if repeated in these Articles

FRIENDS ORGANISATIONS

- 64 The Board may in its discretion permit the formation of Friends Organisations set up by persons supporting and furthering the objects of the Charity, and may permit the name of the Charity to be used by such organisations Friends Organisations shall operate in such form, and shall have such purposes, functions, powers and duties as the Board shall in writing approve.

WINDING-UP

- 65 The provisions of clauses 7 and 8 of the Memorandum 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.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

JAMES THORNE

66 Lincoln's Inn Fields

LONDON WC2A 3LH

SOLICITOR

JUDITH LYNNE HILL

66 Lincoln's Inn Fields

LONDON WC2A 3LH

SOLICITOR

ROBERT EDWARD FOSTER

66 Lincoln's Inn Fields

LONDON WC2A 3LH

SOLICITOR

DATED this 30th day of September 1996.

WITNESS to the above signatures:

LUKE FARRER

66 Lincolns Inn Fields, LONDON WC2A 3LH