

## THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

## MEMORANDUM OF ASSOCIATION

OF

BRE TRUST

(as adopted with effect from 4 August, 2004 by Special Resolution  
passed on 4 August 2004)



1. The Company's name is "BRE TRUST".
2. The Company's registered office is to be situated in England and Wales.
3. (1) The Company's objects are, for the public benefit, to undertake, commission and support research in areas of science, engineering, information technology, management and economics associated with the built environment, including its processes and artefacts, and to advance knowledge, innovation, and communication, and to promote education and excellence, in all such matters, and to collect, collate and publish useful information, ideas, and data relating thereto.
- (2) In furtherance of such objects, but not otherwise, the Company shall have the following powers:
  - (a) To provide opportunities by all suitable means for the discussion, publication, and inter-change of knowledge, ideas, techniques and experience on all matters of interest in relation to or connected with the built environment;
  - (b) Either alone or with others to organise and conduct conferences, seminars, workshops and courses;
  - (c) To award research grants and studentships, and to give other assistance by any and all means;
  - (d) To publish and distribute journals, periodicals, pamphlets, papers, reports, books and other documents or films or recorded tapes (whether audio or visual or both);
  - (e) To monitor and advise upon existing and prospective legislation;
  - (f) To subscribe to any library, laboratory, or other institution;

- (g) To buy or by any other means acquire and take options and any other rights or privileges of any kind over any property whatever and to improve, manage, construct, repair, develop, exchange, let on lease or otherwise mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- (h) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;
- (i) To employ all technical, professional and other staff, servants and agents as may be required by the Company and to pay salaries, wages or rewards to any such persons and to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of such persons and their dependants;
- (j) To invest and deal with the moneys of the Company not immediately required for its purposes in or upon such investments securities or property as the Company may think fit;
- (k) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
- (l) To accept gifts and raise funds and invite and receive contributions from any person whatsoever by way of subscription or otherwise;
- (m) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;
- (n) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures,

debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world;

- (o) to undertake and execute any charitable trusts which may lawfully be formed by the Company and which may be related to its objects;
- (p) to make loans (with or without security or interest) or gifts of money to persons, companies or other organisations for purposes in furtherance of the Company's objects, and to guarantee the performance of the obligations of any person or company undertaken in connection with such purposes;
- (q) to effect insurances over the Company's property;
- (r) to establish or subscribe to the support of any charity;
- (s) to subscribe to, affiliate, become a member of, arrange, amalgamate, or co-operate with any other charitable organisations, companies, institutions, societies, clubs or associations having objects similar to those of the Company and which shall prohibit the 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 the Company by this Memorandum;
- (t) to purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities or engagements as may lawfully be acquired or undertaken by the Company of any one or more of the charitable organisations, companies, institutions, societies or bodies having objects altogether or in part similar to those of the Company;
- (u) to provide indemnity insurance to cover the liability of the members of the Company's Council which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company; provided that any such insurance shall not extend to any claim arising from any act or omission which the members of the Council knew to be a breach of trust or breach of duty or which was committed by the members of Council in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the members of the Council in their capacity as directors/trustees of the Company;
- (v) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

4. The liability of the Members is limited.
5. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a Member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities 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.
6. The income and property of the Company 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, gift, division, bonus or otherwise howsoever by way of profit, to Members of the Company and no member of the Council shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

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

- (a) of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a member of the Council;
- (b) of interest on money lent by any Member of the Company or member of the Council at a reasonable and proper rate of interest per annum;
- (c) of reasonable and proper rent for premises demised or let by any Member of the Company;
- (d) to any member of its Council of out-of-pocket expenses;
- (e) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Council may also be a member holding not more than 1/100<sup>th</sup> part of the issued capital of that company;
- (f) of the usual professional charges for business done by any member of the Council who is a solicitor, accountant or other person engaged in a profession or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf provided that at no time shall a majority of the members of the Council benefit under this provision and that a member of the Council shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion;
- (g) of any premium in respect of any indemnity insurance to cover the liability of the members of the Council which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company; provided that any such insurance shall not extend to any claim arising from any act or omission which the members of the Council knew to be a breach of trust or breach of duty or which was committed by the members of the Council in disregard to

whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the members of the Council in their capacity as directors/trustees of the Company

7. If upon the winding-up or dissolution of the Company 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 Company, but shall be given or transferred to some other charity or charities having objects similar to the objects of the Company, 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 Company under or by virtue of Clause 6 hereof, such charity or charities to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

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Names and addresses of Subscribers

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C. Hadler  
For and on behalf of:  
Instant Companies Limited  
Mitchell Lane,  
Bristol BS1 6BU

M.R.Counsell  
For and on behalf of:  
Swift Incorporations Limited  
1 Mitchell Lane,  
Bristol BS1 6BU

Dated 18 November 1996

Witness to the above Signatures:  
Mark Anderson  
1 Mitchell Lane  
Bristol BS1 6BU

**THE COMPANIES ACTS 1985 TO 1989**

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

**ARTICLES OF ASSOCIATION**

**OF**

**BRE Trust**



**(as adopted with effect from 4 August, 2004 by Special Resolution  
passed on 4 August 2004)**

**INTERPRETATION**

**1.1 In these articles:-**

**"Act"** means the Companies Act 1985 as amended, modified, replaced or re-enacted by the Companies Act 1989 and any modification, amendment, re-actment or consolidation thereof from time to time;

**"College"** means a group of Members designated as such in accordance with article 41;

**"Company"** means the BRE Trust

**"Council"** means the board of directors and trustees of the Company from time to time;

**"Members"** means Members of the Company;

**"the Memorandum"** means the Memorandum of Association of the Company;

**"the Regulations"** means the rules or by-laws of the Company enacted from time to time by the Council;

**"seal"** means the common seal of the Company;

**"secretary"** means any person appointed to perform the duties of the secretary of the Company from time to time;

**"United Kingdom"** means the United Kingdom of Great Britain and Northern Ireland.

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

- 1.3 Unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the Act.

## **MEMBERS**

2. The number of Members with which the Company may be registered is unlimited.
3. The subscribers to the Memorandum and such other persons as the Council shall admit to membership shall be Members. Every Member other than the subscribers shall either sign a written consent to become a Member or sign the register of Members on becoming a Member.
4. The Council shall endeavour to procure that, taken as a whole, the membership of the Company consists of a broadly based group of persons having a common interest in the furtherance of the Company's objects.
5. A corporation being a Member may nominate a person to act as its representative in the manner provided in section 375 of the Act. Such representative shall have the right on behalf of the corporation (and to the extent only to which the corporation would if a person be entitled to do so) to attend general meetings of the Company and if so qualified vote thereat, and generally exercise all rights of membership on behalf of the corporation. A corporation may from time to time revoke the nomination of such representative, and nominate another representative in his place. All such nominations and revocations shall be notified in writing to the Secretary.
6. No firm or other unincorporated association may as such become a Member but any firm or other unincorporated association may nominate one of its members to act as its representative, apply in its name for membership and sign the application as its representative and exercise the rights of membership on its behalf. Every person so applying for membership shall be subject to the same rules and regulations (whether included in these articles or not) concerning admissions and otherwise as any other person, and shall, if admitted to membership with the consent of the Council, have the same rights and be subject to the same liabilities and incidents as any other person, subject, however, to the provisions of article 7. The firm or other unincorporated association shall deposit with the Council the nomination of such applicant for membership and shall give all information that may be reasonably required by the Council regarding such applicant.
7. A firm or other unincorporated association which has nominated as its representative one of its members as aforesaid may from time to time revoke the nomination of such Member and, subject to the consent of the Council nominate another representative in his place. Upon receipt by the Council of any such revocation such Member shall ipso facto cease to be a Member or act or be entitled or recognised as a representative of such firm or association, and any person nominated in his place shall, if duly approved by the Council, be and become a Member and the representative of such firm or association in the place of the representative whose nomination has been revoked as aforesaid.
8. All nominations and revocations mentioned in articles 6 and 7 shall be in writing signed in the case of a firm by all its members or one of its members or partners duly authorised in that behalf, and in the case of any other

unincorporated association by its secretary or other authorised representative. Each such firm or other unincorporated association shall at the date of each nomination give to the Council in writing full particulars of the nature of the firm or association and its places of business and of the name of each partner or member thereof and all such further particulars as the Council shall require, and thereafter shall give such particulars when and as often as may be required by the Council. Any change in the constitution or nature of such firm or association or in the status of any of its members shall be immediately notified in writing to the Council, who if they do not approve such change shall be entitled (without prejudice to article 9) to give notice in writing to the Member representing such firm or association to terminate his membership and to withdraw from the Company and thereupon such representative shall cease to act or be entitled or recognised as a Member and such firm or other unincorporated association as aforesaid shall have no further right to nominate a representative to act as a Member.

### **REMOVAL OF MEMBERS**

9. The Council may remove any Member by giving the Member written notice if, in the opinion of the Council, the Member is no longer fit to be a Member.

### **GENERAL MEETINGS**

10. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held at such time and place as the Council shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings. In addition to such matters as are required by these Articles, law or otherwise proposed by the Council, there shall be considered at each annual general meeting (but without in any way binding the Council or otherwise restricting its discretions) the strategic issues facing the Company and its subsidiary companies and the use of the Company's income.
11. The Council may, whenever it thinks fit, convene an extraordinary general meeting and an extraordinary general meeting may also be convened by requisitionists in accordance with the Act. If at any time there are not within the United Kingdom sufficient members of the Council capable of acting to form a quorum, any member of the Council or any two Members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which the meeting may be convened by the Council.

### **NOTICE OF GENERAL MEETING**

12. An annual general meeting and a meeting called for the passing of a special resolution shall be called by at least twenty-one days' notice in writing, and a meeting of the Company other than an annual general meeting or a meeting for the passing of a special resolution shall be called by at least fourteen days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given, in the manner hereinafter



mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under these articles, entitled to receive such notices from the Company PROVIDED THAT a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed:-

- 12.1 in the case of a meeting called as the annual general meeting, by all the Members entitled to attend and vote thereat: and
- 12.2 in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting and representing not less than ninety-five percent. of the total voting rights at that meeting of all the Members.
13. 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**

14. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Council and auditors, and the appointment of, and the fixing of the remuneration of, the auditors.
15. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, two Members present in person shall be a quorum.
16. 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 Council may determine. Subject to article 19, no notice shall be required to be given of such adjourned meeting and at the adjourned meeting one Member present in person shall be a quorum.
17. The Chairman of the Council, if any, shall preside as chairman at every general meeting of the Company, or if there is no such Chairman of the Council, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the members of the Council present shall elect one of their number to be chairman of the meeting.
18. If at any meeting no member of the Council is willing to act as chairman or if no member of the Council is present fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be chairman of the meeting.
19. 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.

20. 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:-
  - 20.1 by the chairman; or
  - 20.2 by at least two Members present in person or by proxy; or
  - 20.3 by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

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

The demand for a poll may be withdrawn.

21. Except as provided in article 23, if a poll is duly demanded it shall be taken in such 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.
22. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
23. A poll demanded on the election of a chairman, or 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.
24. Subject to the provisions of the Act, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at a general meeting (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

#### **VOTES OF MEMBERS**

25. Subject to article 26 every Member shall have one vote.
26. No Member shall be entitled to vote at any general meeting unless all money presently payable by him or her to the Company, if any, has been paid.
27. On a poll votes may be given either personally or by proxy.

28. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his or her attorney duly authorised in writing, or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Member of the Company.
29. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for *holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote* and in default the instrument of proxy shall not be treated as valid.
30. An instrument appointing a proxy shall be in the following form or a form otherwise approved by the Council:-

"The Company for the Built Environment.

I/We \_\_\_\_\_ of \_\_\_\_\_ being a Member/Members of the  
above-named Company, hereby appoint  
of \_\_\_\_\_ or failing him/her  
of \_\_\_\_\_ as my/our proxy to vote for me/us on  
my/our behalf at the (annual or extraordinary, as the case may be) general  
meeting of the Company to be held on the ● 200●, and at any adjournment  
thereof.

Signed this ● day of ● 200●."

31. Where it is desired to afford Members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form otherwise approved by the Council:-

"The Company for the Built Environment.

I/We \_\_\_\_\_ of \_\_\_\_\_ being a Member/Members of the  
above-named Company, hereby appoint  
of \_\_\_\_\_ or failing him./her  
of \_\_\_\_\_ as my/our proxy to vote for me/us on  
my/our behalf at the (annual or extraordinary, as the case may be) general  
meeting of the Company to be held on the ● 200●, and at any adjournment  
thereof.

Signed this ● day of ● 200●."

This form is to be used **in favour** the resolution.  
**against**

Unless otherwise instructed, the proxy will vote as he/she thinks fits.

32. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

## **CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS**

33. Any corporation, authority or body which is a Member of the Company may by resolution of its board, management council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation, authority or body which he represents as that corporation, authority or body could exercise if it were an individual Member of the Company.

## **COUNCIL**

34. The minimum number of members of the Council shall be one and the maximum shall be fourteen.
35. The members of the Council shall have the right to be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Council (or any committee thereof) or general meetings of the Company or otherwise in connection with the business of the Company. Except to the extent permitted by Clause 6 of the Memorandum, no member of the Council shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a member of Council in any contract to which the Company is a party.

## **BORROWING POWERS**

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

## **POWERS AND DUTIES OF COUNCIL**

37. The business of the Company shall be managed by the Council who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Act or by these articles, required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act or these articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Council which would have been valid if that regulation had not been made.
38. The Council shall cause minutes to be made in books provided for the purpose:-
- 38.1 of all appointments of officers made by the Council;
- 38.2 of the names of the members of the Council present at each meeting of the Council and of any committee of the Council;
- 38.3 of all resolutions and proceedings at all meetings of the Company, and of the Council, and of committees of the Council.

## DISQUALIFICATION OF MEMBERS OF THE COUNCIL

39. The office of member of the Council shall be vacated if the member of the Council:-
- 39.1 becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - 39.2 becomes prohibited from being a member of the Council by reason of any order made under the Act; or
  - 39.3 is disqualified from acting as a member of the Council by virtue of Section 72 Charities Act 1993 (or any statutory re-enactment or modification of that provision);
  - 39.4 becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or
  - 39.5 resigns his office by notice in writing to the Company;
  - 39.6 is called upon by a majority of the other members of Council to resign; or
  - 39.7 being a member of Council elected in accordance with article 41, he is removed from office pursuant to that article.

## COMPOSITION OF THE COUNCIL

40. For the purposes of article 41 each Member shall be classified by the Council into one of the following groups (or such other groups as the Members may decide by ordinary resolution or as may be provided in the Regulations), namely:
- 1. Professional;
  - 2. Contractors;
  - 3. Materials/product suppliers;
  - 4. Housing;
  - 5. Owners and managers;
  - 6. Users; and
  - 7. Universities.
41. Each College shall have the right from time to time to elect one person of repute and having relevant knowledge and experience to be a member of the Council for such period as the College may determine and to remove and replace that member of the Council. Each election shall take place in accordance with procedures contained in the Regulations.

42. The Council may appoint one of their number or some other person of repute and having relevant knowledge and experience to be the Chairman of the Council for such period as the Council may determine and may remove him from that office. Any person so appointed shall be a member of Council ex-officio and if he shall already be a member of Council elected pursuant to article 41, or co-opted pursuant to article 43 such election or co-option shall be of no further effect, and a vacancy shall arise in the members of the Council holding office pursuant to article 41 or article 43 (as the case may be).
43. The Council shall have power to co-opt a maximum of six persons of repute and having relevant knowledge and experience as members of the Council for such period or periods as the Council may from time to time and in each case determine.
44. The Company may by ordinary resolution, of which special notice has been given in accordance with the Act, remove any member of the Council at any time notwithstanding anything in these articles or in any agreement between the Company and such member of the Council.

#### **PROCEEDINGS OF THE COUNCIL**

45. The members of the Council may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A member of the Council may, and the secretary on the requisition of a member of the Council shall, at any time summon a meeting of the Council. It shall not be necessary to give notice of a meeting of the Council to any member of the Council for the time being absent from the United Kingdom.
46. The quorum necessary for the transaction of the business of the Council, shall be 5.
47. The continuing members of the Council may act notwithstanding any vacancy in its body, but, if and so long as its number is reduced below the number fixed by or pursuant to these articles as the necessary quorum of members of the Council the continuing member or members of the Council may act for the purpose of increasing the number of members of the Council to that number, or of summoning a general meeting of the Company, but for no other purpose.
48. Unless he is unwilling to do so, the Chairman of the Council shall preside at every meeting of the Council at which he is present. If there is no Chairman of the Council or if the Chairman of the Council is unwilling to preside or if the Chairman of the Council is not present within five minutes after the time appointed for holding the meeting, the members of the Council present may choose one of their number to be chairman of the meeting.
49. The Council may appoint one or more committees consisting of three or more members of Council and such other persons as it thinks fit for the purposes of making any inquiry or supervising or performing any function or duty which in the opinion of the Council would be more conveniently undertaken or carried out by a committee provided that all acts and proceedings of any such committee shall be fully and promptly reported to the Council. Any committee

so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Council.

50. 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 the meeting.
51. 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 a equality of votes, the chairman shall have a second or casting vote.
52. All acts done by any meeting of the Council or of a committee of the Council, or by any person acting as a member of the Council or of such a committee, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member of the Council, committee 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 member of Council or such committee.
53. A resolution in writing, signed by all the members of the Council for the time being entitled to receive notice of and vote at a meeting of the Council, shall be as valid and effective as if it has been passed at a meeting of the Council duly convened and held.

#### **SECRETARY**

54. Subject to the Act, the secretary shall be appointed by the Council for such term, at such remuneration and upon such conditions as it may think fit; and any secretary so appointed may be removed from it.

#### **THE SEAL**

55. The Council shall provide for the safe custody of the seal, which shall only be used by the authority of the Council or of a committee of the Council authorised by the Council in that behalf.
56. Every instrument to which the seal shall be affixed shall be signed by a member of the Council and shall be countersigned by the secretary or by a second member of the Council.

#### **ACCOUNTS**

57. The Council shall cause accounting records to be kept in accordance with the Act and any other relevant statutes and regulations.
58. The accounting records shall be kept at the registered office of the Company, or subject to the Act, at such other place or places as the Council shall think fit, and shall always be open to the inspection of the Council, the Secretary and the auditors of the Company.
59. The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the

inspection of Members not being members of the Council or the Secretary, and no Member (not being a member of the Council or the Secretary) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Council or by the Company in general meeting.

60. The Council shall from time to time, in accordance with the Act and any other relevant statutes and regulations, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the same.
61. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with a copy of the auditors' report and the Council's report shall, not less than twenty-one days before the date of such meeting, be sent to every member of the Company, PROVIDED THAT this article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware.

#### **AUDIT**

62. Auditors shall be appointed and their duties regulated in accordance with the Act and any other relevant statutes and regulations.

#### **ANNUAL REPORT AND ANNUAL RETURN**

63. The Council shall comply with their obligations under the Charities Act 1992 or any statutory re-enactment or modification of that Act with regard to the preparation of an annual report and an annual return and their transmission to the Charity Commission.

#### **NOTICES**

64. A notice may be given by the Company to any Member either personally or by sending it by post to him at his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effective by properly addressing, preparing and posting a letter containing the notice. Notice given personally shall be effective immediately and notice sent by post shall be deemed effective at the expiration of 24 hours after the letter containing the same is posted.
65. Notice of every general meeting shall be given in any manner hereinbefore authorised to:-
  - 65.1 every Member of the Company except those Members who have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
  - 65.2 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
  - 65.3 the auditors for the time being of the Company.



No other person shall be entitled to receive notices of general meetings.

#### **RULES OR BYE-LAWS**

66. Provided as set out in this article 66, the Council may from time to time make such rules or bye-laws as they may deem necessary, expedient, desirable or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership, and (provided as aforesaid) in particular but without prejudice to the generality of the foregoing they may by such rules or bye-laws regulate:-
- 66.1 the admission and classification of Members of the Company, and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;
- 66.2 the conduct of Members of the Company in relation to one another, and to the Company's officers, employees, agents, representatives and advisers;
- 66.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
- 66.4 the procedure at general meetings and meetings of the Council and committees of the Council in so far as such procedure is not regulated by these articles;
- 66.5 the procedure for the election of members of the Council by Colleges; and
- 66.6 and, generally, all such matters as are commonly the subject matter of such rules or bye-laws.
67. The Company in general meeting shall have power to alter or repeal the rules or bye-laws and to make additions thereto and the Council shall adopt such means as it deems sufficient to bring to the notice of Members of the Company all such rules or bye-laws which, so long as they are in force, shall be binding on all Members of the Company, PROVIDED THAT no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or these articles, and, so far as any rule or bye-law shall be inconsistent with any provision of the Memorandum or of these articles, such provision shall prevail and supersede such rule or bye-law.

#### **INDEMNITY**

68. Every member of the Council or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto provided that this indemnity shall not apply to any liability which by virtue of any rule of law would attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company except any liability incurred by him

- (i) in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted; or
- (ii) 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.

#### **WINDING-UP**

69. Clause 7 of the Memorandum relating to the winding-up or dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.