

COMPANIES ACT 2006
SPECIAL RESOLUTION
CDP WORLDWIDE
Company number 05013650

On 18 June 2019 the following special resolution was agreed and passed by the members:

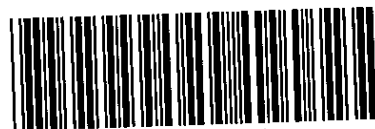
THAT with effect from the conclusion of the meeting the draft Articles of Association attached to this resolution be adopted as the Articles of Association of CDP Worldwide in substitution for, and to the exclusion of, CDP Worldwide's existing Articles of Association.

Signed



Marcus Norton
Company Secretary

FRIDAY



A11 *A882YJH7* #124
21/06/2019
COMPANIES HOUSE

Company no: 5013650

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

Memorandum
and
Articles of Association
of
CDP Worldwide

Incorporated on 13 January 2004

(As amended by special resolutions passed on 11 December 2007, 18 December 2013 and 18 June 2019)

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AJS/203845/0001

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

Memorandum of Association of CDP Worldwide

Name

1. The name of the company is CDP Worldwide. In this Memorandum and the company's Articles of Association it is called the "Charity".

Registered office

2. The registered office of the Charity is situated in England and Wales.

Objects

3. The objects of the Charity are to promote for the public benefit:
 - 3.1 the conducting of research and making the useful results available to the public; and
 - 3.2 such other purposes as are exclusively charitable in English law.

Powers

4. To further its objects the Charity may:
 - 4.1 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
 - 4.2 provide and assist in the provision of money, materials or other help;
 - 4.3 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
 - 4.4 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
 - 4.5 provide or procure the provision of counselling and guidance;
 - 4.6 provide or procure the provision of advice;
 - 4.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English charity may properly undertake;
 - 4.8 enter into contracts to provide services to or on behalf of other bodies;
 - 4.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

- 4.10 subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit;
- 4.11 subject to any consent required by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds;
- 4.12 set aside funds for special purposes or as reserves against future expenditure;
- 4.13 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.14 delegate the management of investments to a financial expert or experts provided that:
 - 4.14.1 the investment policy is set down in writing for the financial expert or experts by the Trustees;
 - 4.14.2 every transaction is reported promptly to the Trustees;
 - 4.14.3 the performance of the investments is reviewed regularly by the Trustees;
 - 4.14.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.14.5 the investment policy and the delegation arrangements are reviewed at least once a year;
 - 4.14.6 all payments due to the financial expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 4.14.7 the financial expert or experts may not do anything outside the powers of the Trustees;
- 4.15 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert or experts acting under their instructions and pay any reasonable fee required;
- 4.16 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 4.17 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.18 subject to the restriction in clause 4.20 raise funds by way of subscription, donation or otherwise;
- 4.19 accept (or disclaim) gifts of money and any other property;
- 4.20 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 4.21 incorporate subsidiary companies to carry on any trade;
- 4.22 subject to clause 5:
 - 4.22.1 engage and pay employees, consultants and professional or other advisers; and
 - 4.22.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.23 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.24 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent

endowment property held for any of the charitable purposes included in the Charity's objects);

- 4.25 undertake and execute charitable trusts;
 - 4.26 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity;
 - 4.27 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
 - 4.28 pay out of the funds of the Charity the costs of forming and registering the Charity;
 - 4.29 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
 - 4.30 provide indemnity insurance to cover the liability of the Trustees 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 Charity, provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:
 - 4.30.1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not; or
 - 4.30.2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her;
- and
- 4.31 do all such other lawful things as shall further the Charity's objects.

Limitation on private benefits

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.
- 5.2 Except as provided below no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of benefit to the members of the Charity and no Trustees may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of:
 - 5.2.1 any payments made to any member, Trustees or Connected Person in their capacity as a beneficiary of the Charity;
 - 5.2.2 any payments made to any Trustees, officer or auditor under the indemnity provisions set out in Article 68;
 - 5.2.3 reasonable and proper remuneration to any person (not being a Trustees) for any goods or services supplied to the Charity (including services performed under a contract of employment with the Charity) provided that:
 - (a) if such person is a Connected Person the procedure described in Article 57 of the Articles (Conflicts of Interest) must be followed by the relevant Trustees in relation to any decisions regarding such Connected Person; and
 - (b) this provision together with clause 5.2.9 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee);

- 5.2.4 interest on money lent by any member, Trustee or Connected Person at a reasonable and proper rate;
- 5.2.5 any reasonable and proper rent for premises let by any member, Trustee or Connected Person;
- 5.2.6 fees, remuneration or other benefits in money or money's worth to a company of which a member, Trustee or Connected Person holds less than 1% of the capital;
- 5.2.7 reasonable and proper out-of-pocket expenses of Trustee;
- 5.2.8 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.30 of this Memorandum;
- 5.2.9 reasonable and proper remuneration to any Trustee for any goods or services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that:
 - (a) the procedure described in Article 57 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision; and
 - (b) this provision together with clause 5.2.3 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee).
- 5.3 The restrictions on benefits and remuneration conferred on members of the Charity and on the Trustees by clause 5.2 of this Memorandum and the exceptions to such restrictions in clauses 5.2.1 to 5.2.9 inclusive of this Memorandum shall apply equally to benefits and remuneration conferred on members of the Charity and on the Trustees by any Subsidiary Company, and for this purpose references to the Charity in clauses 5.2.3 and 5.2.9 shall be treated as references to the Subsidiary Company.

Limited liability

- 6. The liability of the members is limited.
- 7. Every member of the Charity undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during his or her membership or within one year afterwards:
 - 7.1 for payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member;
 - 7.2 for the costs, charges and expenses of winding up;
 - 7.3 for the adjustment of the rights of the contributories among themselves.

Winding up

- 8. If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity, but must be given to some other charitable institution or institutions with similar, objects to those of the Charity. The institution or institutions to benefit may be chosen by resolution of the Trustees at or before the time of winding up or dissolution.

Definitions

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9. Words and phrases used in this Memorandum have the same meanings as are ascribed to them in the Articles of the Charity unless the context otherwise requires.

We, the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum

Signatures, Names and Addresses of Subscribers

1. For and on behalf of
Instant Companies Limited
1 Mitchell Lane
Bristol BS1 6BU

2. For and on behalf of
Swift Incorporations Limited
1 Mitchell Lane
Bristol BS1 6BU

Dated 13th January 2004

Witness to the above Signatures: -

Glenys Copeland
1 Mitchell Lane
Bristol BS1 6BU

The Companies Acts 1985 to 2006
Company Limited by Guarantee and not Having a Share Capital

Articles of Association
of
CDP Worldwide

Interpretation

1. In these Articles and the Memorandum the following terms shall have the following meanings:

Term	Meaning
1.1 “Acts”	has the meaning given to it in section 2 of the Companies Act 2006
1.2 “address”	includes a number or address used for the purposes of such sending or receiving documents by electronic means
1.3 “Articles”	these Articles of Association of the Charity
1.4 “Charity”	CDP Worldwide
1.5 “clear days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
1.6 “circulation date”	in relation to a written resolution, has the meaning given to it in the Companies Act 2006
1.7 “Connected Person”	(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (c) any company or firm of which a Trustee is a paid director, partner or employee, or shareholder holding more than 1% of the capital
1.8 “electronic form” and “electronic means”	have the meanings respectively ascribed to them in the Companies Act 2006
1.9 “financial expert”	an individual, company or firm who is authorised to give investment advice under the Financial Services
1.10 “hard copy” and “hard copy form”	Have the meanings respectively ascribed to them in the Companies Act 2006
1.11 “Memorandum”	the Memorandum of Association of the Charity

- 1.12 “**Secretary**” the secretary of the Charity
- 1.13 “**Subsidiary Company**” any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company
- 1.14 “**Trustee and Trustees**” the director and directors as defined in the Acts
2. In these Articles and the Memorandum:
- 2.1 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Acts as in force on the date when these articles became binding on the Charity;
- 2.2 Subject to Article 2.1 any reference in these Articles or the Memorandum to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

Members

3. The Trustees from time to time shall be the only members of the Charity. A Trustee shall become a member on becoming a Trustee. A member shall cease to be a member if he or she ceases to be a Trustee. Membership shall not be transferable and shall cease on death.

Associate Members

4. The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make provided that no such associate members shall be members of the Charity for the purposes of the Articles or the Companies Acts.

Patrons

5. The Trustees may appoint and remove any individual(s) as patron(s) of the Charity and on such terms as they shall think fit. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity as if a member and shall also have the right to receive accounts of the Charity when available to members.

Trustees

Number of Trustees

6. There shall be at least three Trustees.

Appointment, retirement, removal and disqualification of Trustees

7. Trustees shall be appointed by resolution of the Trustees.
8. Each Trustee shall retire from office on the day before the fourth anniversary of his or her appointment.
9. [*Intentionally left blank.*]

10. *[Intentionally left blank.]*
11. Retiring Trustees may be reappointed but a Trustee who has served for three consecutive terms of office must take a break from office and may not be reappointed until the anniversary of the commencement of his or her break from office.
12. If the retirement of a Trustee under Article 8 causes the number of Trustees to fall below that set out in Article 6 then the retiring Trustee shall remain in office until a new appointment is made.
13. No person may be appointed as a Trustee:
 - 13.1 unless he or she has attained the age of 18 years; or
 - 13.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of the Articles.
14. The office of a Trustee shall be vacated if:
 - 14.1 he or she ceases to be a Trustee by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a Trustee;
 - 14.2 he or she is disqualified under the Charities Act 1993 from acting as a Trustee;
 - 14.3 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
 - 14.4 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
 - 14.5 he or she resigns by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);
 - 14.6 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
 - 14.7 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees; or
 - 14.8 he or she ceases to be a member of the Charity.

Powers of Trustees

15. Subject to the Acts and the Memorandum and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
16. The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees or of summoning a general meeting of the Charity.

17. All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.
18. Subject to the Articles the Trustees may regulate their proceedings as they think fit.

Chair

19. The Trustees may appoint one of their number to be the chair of the Trustees and may at any time remove him or her from that office.

Delegation of Trustees' powers

20. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.
21. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Charity to any person or committee in accordance with the conditions set out in these Articles.

Delegation to committees

22. In the case of delegation to committees:
 - 22.1 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 make co-options up to a specified number);
 - 22.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
 - 22.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary;
 - 22.4 all delegations under this Article shall be variable or revocable at any time;
 - 22.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and
 - 22.6 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
23. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee.
24. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any regulations made by the Trustees.

Delegation of day to day management powers

25. In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:

- 25.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
- 25.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and
- 25.3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts sufficient to explain the financial position of the Charity.

Meetings

Trustees' meetings

26. Two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a Trustees' meeting.

Trustees' virtual meetings

27. Without prejudice to Article 52, a Trustees' meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

General meetings

28. Any two Trustees may (in their capacity as members) (and the Secretary shall at the request of two Trustees) call a general meeting at any time.

Remote attendance at general meetings

29. The Charity may make arrangements for members to attend a general meeting by televisual or other electronic or virtual means provided that all remote attendants may securely identify themselves, hear the proceedings and cast their votes online.

Length of notice

30. Any general meeting shall be called by at least 14 clear days' notice unless the Acts require a longer notice period.
31. A general meeting may be called by shorter notice if it is so agreed by a majority of at least 95% of the members having the right to attend and vote at that meeting.
32. A Trustees' meeting shall be called by at least seven clear days' notice unless urgent circumstances require shorter notice, or unless all Trustees entitled to attend and vote at that meeting agree to a shorter notice.
33. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

Contents of notice

34. Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a Trustees' or general meeting, the general nature of the business to be transacted and any resolution to be proposed at a general meeting. If a special resolution is to be proposed at a general meeting, the notice shall include the proposed resolution and specify that it is proposed

as a special resolution. In every notice calling a general meeting of the Charity there must appear with reasonable prominence a statement informing the member of his rights to appoint another person as his proxy at a general meeting.

Service of notice

35. Notice of meetings shall be given to each Trustee and in the case of general meetings notice shall also be given to any patron(s) and to the auditors of the Charity.

Manner of serving notice

36. Notice of general meetings shall be served in accordance with Articles 61 to 66.

Proxies

37. Members have the right to appoint another person as his or her proxy at a general meeting. The provisions of the Acts shall apply to the appointment of proxies. An appointment under a proxy form may be served by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice serving a proxy instrument only takes effect if it is delivered before the start of the meeting or the adjourned meeting to which it relates.

Quorum

38. No business shall be transacted at any meeting unless a quorum is present. Three people present and entitled to vote shall be a quorum. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

Chair

39. The chair, if any, of the Trustees or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each meeting.

Adjournment

40. The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

Voting

41. Every person present and entitled to vote shall have one vote. A resolution put to the vote of a Trustees' meeting shall be decided on a show of hands. In the case of a members' meeting a resolution shall be decided on a show of hands or on a poll and every member present in person or by proxy shall have one vote.
42. A declaration by the chair that a resolution has been carried, carried unanimously, by a particular majority, 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.

43. Except where otherwise required by the Acts, questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.

Members' written resolutions

44. Subject to Article 45, a written resolution of the Charity passed in accordance with these Articles 44 to 49 shall have effect as if passed by the Charity in general meeting.
- 44.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.
- 44.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as special resolution.
- 44.3 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.
45. A members' resolution under the Acts removing a Trustee or an auditor before the expiry of his or her term of office may not be passed as a written resolution.
46. A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Acts.
47. A member signifies their agreement to a proposed written resolution when the Charity receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 47.1 If the document is sent to the Charity in hard copy form, it is authenticated if it bears the members' signature.
- 47.2 If the document is sent to the Charity by electronic means, it is authenticated if it bears the member's signature or if the identity of the member is confirmed in a manner specified by the Charity.
48. A written resolution is passed when the required majority of eligible members have signified their agreement to it.
49. A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

Trustees' decisions

50. Subject to the Articles, the Trustee may take any decision at a Trustees' meeting or in the form of a Trustees' written resolution.
51. Any decision of the Trustees at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he has.
52. The Trustees may, in the circumstances outlined in this Article, take a majority decision without holding a Trustees' meeting if:

- 52.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;
 - 52.2 that Trustee has made all the other Trustees aware of the matter and the need for a decision;
 - 52.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
 - 52.4 a majority of the Trustees indicate their agreement by any means to a particular decision on that matter.
53. Any decision made by resolution in writing of the Trustees shall be as valid and effectual as if it had been passed at a Trustees' meeting duly convened and held, provided copies of the resolution have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing. If there is a decision which requires unanimous approval, the Trustees take a unanimous decision when they all indicate to each other by any means that they share a common view on a matter.
54. A Trustees' resolution in writing which is wholly or partly approved by email under Article 53 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 54.1 approval from each Trustee must be received by such person as all the Trustees shall have nominated in advance for that purpose (the "**Recipient**"), which person may, for the avoidance of doubt, be one of the Trustees;
 - 54.2 approval from a Trustee must be sent from an email address previously notified in writing (not using electronic means) by that Trustee to the Secretary (or if there is no Secretary, the chair) as intended for use by that Trustee for the purpose;
 - 54.3 following receipt of a response on any resolution from each of the Trustees, the Recipient shall circulate a further email to all of the Trustees confirming whether the resolution has been formally approved by the Trustees in accordance with the terms of this Article 54;
 - 54.4 the date of a resolution shall be the date of the email from the Recipient confirming formal approval.

Irregularities

55. The proceedings at any meeting or on the passing of a written resolution shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Acts.
56. 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 chair whose decision shall be final and binding.

Conflicts of interest

57. Whenever a Trustee has a personal interest in a matter to be discussed at a meeting (whether a general meeting or Trustees' meeting), and whenever a person has an interest in another organisation whose interests are reasonably likely to conflict with those of the Charity in relation to a matter to be discussed at a meeting (whether a general meeting or Trustees' meeting), he or she must:
- 57.1 declare an interest before discussion begins on the matter;

- 57.2 withdraw from that part of the meeting unless expressly invited to remain (or decline to participate in any discussion on the matter unless expressly invited to do so);
- 57.3 in the case of personal interests not be counted in the quorum for that part of the meeting (or decision-making process); and
- 57.4 in the case of personal interests withdraw during the vote and have no vote on the matter.

General

Secretary

- 58. Subject to the provisions of the Acts, the Secretary shall be appointed by two Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them.
 - 58.1 If there is not a Secretary:
 - 58.1.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and
 - 58.1.2 anything else required or authorised to be done by or to the Secretary may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustee.

Minutes

- 59. The Trustees shall cause minutes to be made in books kept for the purpose:
 - 59.1 of all appointments of officers made by the Trustees;
 - 59.2 of all resolutions of the Charity and of the Trustees; and
 - 59.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting (for 10 years from the date of the meeting, in accordance with the Acts);

and any such minute, if signed (or, in the case of minutes of Trustees' meetings, signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

Records and accounts

- 60. The Trustees shall comply with the requirements of the Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
 - 60.1 annual reports;
 - 60.2 annual returns;
 - 60.3 annual statements of account.

Communications by and to the Charity

- 61. Subject to the provision of the Acts and these Articles:

- 61.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form, in electronic form or by making it available on a website;
 - 61.2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement; and
 - 61.3 a document or information (including any notice) may only be given, sent or supplied by being made available on a website if the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner, or if the recipient is deemed to have so agreed in accordance with the Acts.
62. Any document or information (including any notice) sent to a member under the Articles may be sent to the member's postal address as shown in the Charity's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member, provided that:
- 62.1 a member whose registered address is not within the United Kingdom and who gives the Charity an address within the United Kingdom at which notices may be given to him or her or an address to which notices may be sent by electronic means shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Charity; and
 - 62.2 the Charity is not required to send notice of a general meeting or a copy of its annual report and accounts to a member for whom it no longer has a valid address.
63. Any document to be served on the Charity or by any member on any officer of the Charity under the Articles may only be served:
- 63.1 in the case of documents in hard copy form, by sending or delivering them to the Charity's registered office or delivering them personally to the officer in question; or
 - 63.2 in the case of documents in electronic form, by sending them by electronic means
 - 63.2.1 to an address notified to the members for that purpose; and
 - 63.2.2 from an address previously notified to the Charity by the member (other than by electronic means) for the purpose of sending and receiving documents and information.
64. A member present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
65. Where a document or information is sent or supplied under the Articles:
- 65.1 where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
 - 65.2 where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it will be sufficient to prove that it was properly addressed.
 - 65.3 where the document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:
 - 65.3.1 the material is first made available on the website; or

65.3.2 (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.

66. Where any document or information has been sent or supplied by electronic means and the Charity receives notice that the message is undeliverable:
- 66.1 if the document or information has been sent to a member and is notice of a general meeting of the Charity or a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so; and
 - 66.2 in all other cases, the Charity will send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.
 - 66.3 the date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

Indemnity

67. Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Acts.

Trustees' indemnity insurance

68. The Trustees shall have power to resolve pursuant to clause 4.30 of the Memorandum to effect Trustees' indemnity insurance, despite their interest in such policy.

Winding-up

69. The provisions of clauses 7 and 8 of the Memorandum relating to the winding-up or dissolution of the Charity shall have effect and be observed as if the same were repeated in the Articles.

Signatures, Names and Addresses of Subscribers

1. For and on behalf of
Instant Companies Limited
1 Mitchell Lane
Bristol BS1 6BU

2. For and on behalf of
Swift Incorporations Limited
1 Mitchell Lane
Bristol BS1 6BU

Dated 13th January 2004

Witness to the above Signatures: -

Glenys Copeland
1 Mitchell Lane
Bristol BS1 6BU