

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 5775827

The Registrar of Companies for England and Wales hereby certifies that  
**GLOBAL DIALOGUE**

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, London, the 10th April 2006



\*N05775827S\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —



# 12

Please complete in typescript,  
or in bold black capitals.

CHWP000

## Declaration on application for registration

5775827

Company Name in full

GLOBAL DIALOGUE

I, IAN MICHAEL DAVIES

of 54 WINNUMORE HILL ROAD SOUTHWATE LONDON N14 6PX

† Please delete as appropriate.

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company] ~~[person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985]~~ and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Declared at FRERE RD, 66 LINDENS INN FIELDS, LONDON, WC2A 3LH

Day Month Year

On 10 04 2006

• Please print name.

before me •

JOANNE CLARE COLEMAN

Signed

Date

10 April 2006

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

IAN DAVIES, SOLICITOR, 54 WINNUMORE HILL ROAD, SOUTHWATE LONDON N14 6PX

Tel 0208 8861830

DX number

DX exchange



COMPANIES HOUSE

10/04/2006

Form revised 10/03

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB  
for companies registered in Scotland

DX 235 Edinburgh  
or LP - 4 Edinburgh 2



Companies House

for the record

Please complete in typescript,  
or in bold black capitals.

CHFP000

# 30(5)(a)

**Declaration on application for registration of a company  
exempt from the requirement to use the word "limited" or  
"cyfyngedig"**

5775827

Company Name in full

GLOBAL DIALOGUE

I, IAN MICHAEL DAVIES

of 54 WINDHAMERE HILL ROAD, SOUTHGATE LONDON N14 6PX

a [Solicitor engaged in the formation of the company] ~~person named as  
director or secretary of the company in the statement delivered under  
section 10 of the Companies Act 1985~~† do solemnly and sincerely declare  
that the company complies with the requirements of section 30(3) of the  
Companies Act 1985.

† Please delete as appropriate.

And I make this solemn Declaration conscientiously believing the same to  
be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

*[Signature]*

Declared at FARRER & CO, 66 LINCOLN'S INN FIELDS, LONDON WC2A 3BH

Day Month Year

on

1 0 0 4 2 0 0 6

• Please print name.

before me •

JOANNE CLAIRE COLEMAN

Signed

*[Signature]*

Date

10 April 2006

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

IAN DAVIES SOLICITOR 54 WINDHAMERE HILL  
ROAD SOUTHGATE LONDON N14 6PX

Tel 0208 886 1830

DX number

DX exchange

When you have completed and signed the form please send it to the  
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for companies registered in England and Wales  
or

**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**  
for companies registered in Scotland

**DX 235 Edinburgh**



LD1 143  
COMPANIES HOUSE 10/04/2006

Form revised June 1998



# 10

Please complete in typescript,  
or in bold black capitals.

CHWP000

Notes on completion appear on final page

## First directors and secretary and intended situation of registered office

5775827

Company Name in full

GLOBAL DIALOGUE

Proposed Registered Office

(PO Box numbers only, are not acceptable)

5A SIGDON RD

Post town

LONDON

County / Region

Postcode

E8 1AP

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

☐

Agent's Name

IAN MICHAEL DAVIES, SOLICITOR

Address

54 WINCHMORE KILL ROAD, SOUTHWATE

LONDON

Post town

LONDON

County / Region

Postcode

N14 6PX

Number of continuation sheets attached

☐

You do not have to give any contact  
information in the box opposite but if  
you do, it will help Companies House  
to contact you if there is a query on  
the form. The contact information  
that you give will be visible to  
searchers of the public record.

IAN DAVIES, SOLICITOR, 54 WINCHMORE  
KILL ROAD, SOUTHWATE LONDON N14 6PX  
Tel 0208 886 1830  
DX number                      DX exchange



v 10/03

When you have completed and signed the form please send it to the  
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ    DX 33050 Cardiff  
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB  
for companies registered in Scotland

DX 235 Edinburgh  
or LP - 4 Edinburgh 2

**Company Secretary** (see notes 1-5)

Company name	GLOBAL DIALOGUE		
NAME	*Style / Title	*Honours etc	
	MR		O.B.E.
* Voluntary details	Forename(s)	ANDREW CHARLES	
	Surname	PUDDIPHATT	
	Previous forename(s)		
	Previous surname(s)		
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.	Address ††		
	Post town	LONDON	
	County / Region	Postcode	E8 1AP
	Country		

I consent to act as secretary of the company named on page 1

Consent signature

A. Puddiphatt

Date

28-03-06

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	*Honours etc	
	MR		O.B.E.
	Forename(s)	ANDREW CHARLES	
	Surname	PUDDIPHATT	
	Previous forename(s)		
	Previous surname(s)		
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.	Address ††		
	Post town	LONDON	
	County / Region	Postcode	E8 1AP
	Country		

Day Month Year

Date of birth

02 04 1950

Nationality

BRITISH

Business occupation

DIRECTOR, GLOBAL PARTNERS

Other directorships

GLOBAL PARTNERS + ASSOCIATES LTD

I consent to act as director of the company named on page 1

Consent signature

A. Puddiphatt

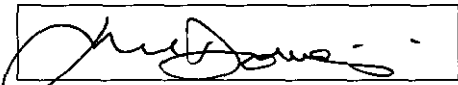
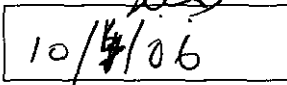



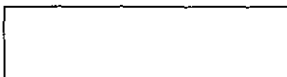
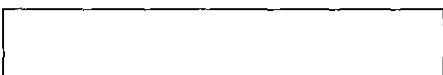
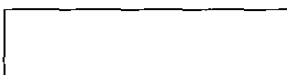


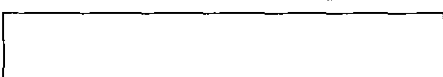
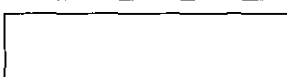
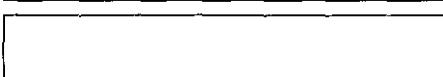
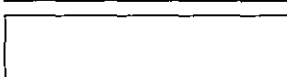
Date

28-03-06

(see notes 1-5)

*Please list directors in alphabetical order*

<b>NAME</b>	<b>*Style / Title</b>	MR		<b>*Honours etc</b>	
<b>* Voluntary details</b>	<b>Forename(s)</b>	GREGORY DAVID			
	<b>Surname</b>	POWER			
	<b>Previous forename(s)</b>				
	<b>Previous surname(s)</b>				
<b>†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.</b>	<b>Address ††</b>	14 CHEVENING ROAD			
	<b>Post town</b>	GREENWICH			
	<b>County / Region</b>	LONDON	<b>Postcode</b>	SE10 0LB	
	<b>Country</b>				
<b>Date of birth</b>	Day	Month	Year	<b>Nationality</b>	
	27	04	1968	BRITISH	
<b>Business occupation</b>	DIRECTOR				
<b>Other directorships</b>	GLOBAL PARTNER + ASSOCIATES				
I consent to act as director of the company named on page 1					
<b>Consent signature</b>	Greg Power			<b>Date</b>	28/3/06

<b>This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).</b>	Signed		Date	
	Signed		Date	
	Signed		Date	
	Signed		Date	
	Signed		Date	
	Signed		Date	
	Signed		Date	

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

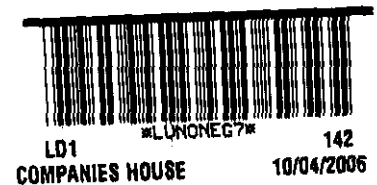
GLOBAL DIALOGUE



1. The company's name is Global Dialogue (in this document it is called "the Company").
2. The Company's registered office is to be situated in England.
3. The objects for which the Company is established are to advance for the public benefit in the United Kingdom or elsewhere such purposes as are recognised as exclusively charitable under the law of England and Wales and in particular (but without prejudice to the generality of those objects):-
  - 3.1 For the public benefit to promote projects which will advance and encourage the maintenance and observance of International and Domestic human rights,
  - 3.2 To promote Domestic and International human rights for the benefit of the public by raising public awareness of Domestic and International human rights, disseminating materials regarding the human rights the violation of such human rights;
  - 3.3 To procure, through international human rights advocacy, the abolition of discrimination and violence against all people;
  - 3.4 to provide relief to those affected by breaches of Domestic and International Human rights,

In this clause "Domestic Human Rights" shall mean those human rights which:

- (1) Constitute freedom from genocide, slavery or the slave trade, unlawful forced labour, extra-judicial killing or torture; or



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1000

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- (2) Are enshrined or incorporated into the domestic law of the country in which it is sought to promote those rights; or
- (3) Defined in any international treaty on human rights (including the European Convention on Human Rights and Fundamental Freedoms of 1950, and any such Declaration Resolution or Convention of the United Nations or any of its organs or agencies or any treaty or international agreement entered into by any member of the United Nations that is registered under Article 102(1) of the United Nations Charter, including in all cases any supporting document and any subsequent amendment and including those rules and laws which fall into this category and which may be described as "International Humanitarian Law" which can be enforced in relevant international tribunal).

"International Human Rights" means any rights secured by International Law which do not fall within the definition of Domestic Human Rights.

- 4. In furtherance of the objects but not further or otherwise, the Company may exercise the following powers:
  - (1) to make grants and/or loans whether out of capital or income and upon such terms and conditions (if any) as to interest, repayment, security or otherwise, and to guarantee money or to use the assets of the Company as security for the performance of contracts entered into by any person, association, company, local authority, administrative or governmental agency or public body as may be thought fit for or towards the charitable purposes which are in any way connected with or calculated to further the objects of the Company;
  - (2) to produce, publish and distribute (whether gratuitously or not) or to make grants towards the cost of others producing, publishing or distributing material in any form including books, pamphlets, reports, journals, films, tapes, video/digital tapes or programmes that may be deemed desirable for the promotion of the objects of the Company, or for the purpose of informing contributors, those supported by the company, and others of the needs or progress of the Company;
  - (3) to conduct or promote research into matters of affecting the company and the carrying out of its charitable objects, and to publish (whether gratuitously or not) the useful results of that research;
  - (4) To provide or assist in the provision of seminars, lectures, symposia, conferences and other forms of education and training;
  - (5) to accept any gifts, endowments, legacies, bequests devises, subscriptions, grants, loans or contributions of any other kind of money or property, including contributions subject to special trusts or conditions, provided always that the Company shall only hold or deal with property subject to special trusts or conditions in accordance with those trusts or conditions and in such manner as is permitted by law;
  - (6) to raise funds for the Company by personal or written appeals ( whether occasional or periodical) public meetings or otherwise as may be deemed

necessary from time to time, provided always that the Company shall not undertake or carry out any permanent trading except to the extent that such trading by a charity is recognised and permitted by law;

- (7) to operate bank accounts in the name of the Company, and to draw, make, accept, endorse, discount, execute and issue promissory notes bills cheques and other instruments;
- (8) to invest any moneys of the Company not immediately required for its purposes in or upon such investments, securities or property of any other kind and situated anywhere in the world, whether involving liabilities or producing income or not, as may be thought fit, subject to such conditions and consents (if any) as may from time to time be imposed or required by law;
- (9) to buy, take on lease or in exchange, hire or otherwise acquire any real or personal property, and any rights or privileges which the Company may think is necessary for the promotion of its objects and to maintain, manage, construct or alter any buildings or erections and to equip and fit out any property and buildings for use;
- (10) to make planning applications, applications for consent under bye-laws or building regulations and other like applications;
- (11) subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- (12) subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and such security (if any) as may be thought fit;
- (13) to enter into and carry out contracts;
- (14) to employ, engage or retain the services of such persons as may be necessary or desirable for the attainment of the Company's objects, on such terms as may be thought fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependants;
- (15) to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:
  - (a) the Managers shall be authorised to carry on investment business under the provisions of the Financial Services Act 1986 or any statutory re-enactment or replacement thereof;
  - (b) the delegated powers shall be exercisable only within the clear policy guidelines drawn up in advance by the Company;
  - (c) the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction

carried out by the Managers to the Company within 14 days and to report on a 3 monthly basis on the performance of the investments managed by them;

- (d) the Company shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
  - (e) the Company shall be bound to review the arrangements for delegation at intervals of not more than 12 months unless there are special circumstances, but failure to conduct such a review shall not invalidate the delegation;
  - (f) the Company shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms on which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers, but otherwise shall not be liable for any acts or defaults of the Managers;
- (16) to permit any investments belonging to the Company to be held in the name of any bank or Company as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such;
- (17) (i) to pay out of the funds of the Company the cost of any premium in respect of any insurance or indemnity to cover the liability of the Directors
- a. which by virtue of any rule of law would otherwise attach to them, in respect of negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company;
  - b. to make contributions to the assets of the company in accordance with the provisions of section 214 of the Insolvency Act 1986.
- (ii) Any insurance in the case of (i)(a) shall not extend to:
- (a) any liability resulting from conduct which the directors knew, or must be assumed to have known, was not in the best interests of the company, or which the directors did not care whether it was in the best interests of the company or not;
  - (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the directors;
  - (c) any liability to pay a fine.
- (iii) Any insurance in the case of (i)(b) shall not extend to any liability to make such a contribution where the basis of the director's liability is her/his knowledge prior to the insolvent liquidation of that company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the company would avoid going into insolvent liquidation.

- (18) to establish charitable trusts for any particular purposes of the Company, to act as trustees of any such special charitable trusts whether established by the Company or otherwise and generally to execute or undertake any charitable trust which may lawfully be undertaken by the Company and may be conducive to its objects;
  - (19) to establish and support or assist in the establishment and support of any charitable companies, associations or institutions in any way connected with the purposes of the Company or calculated to further its objects;
  - (20) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects of the Company or similar charitable purposes and to exchange information and advice with them;
  - (21) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
  - (22) to do all such lawful things as shall further the attainment of the objects of the Company or any of them.
5. The income and property of the Company shall be applied solely towards the promotion of the objects as set forth in this Memorandum of Association, and no part shall be paid or transferred directly or indirectly, by way of dividend bonus or otherwise by way of profit, to members of the Company and no Trustee (as defined the Company's Articles of Association) 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 in this document shall prevent any payment in good faith by the Company:
- (1) The Company may employ or enter into a contract for the supply of goods and services to the Company with one of the Trustees, provided that:
    - (a) The remaining Trustees are satisfied (having weighed the advantages and disadvantages) that it is in the best interests of the Company to contract with the Trustee rather than a person who has no connection with the Company;
    - (b) Any remuneration must not exceed an amount that is reasonable in all the circumstances;
    - (c) At no time shall a majority of the Trustees benefit under this provision;
    - (d) A Trustee who is to benefit shall withdraw from any meeting at which his or her appointment or remuneration, or performance under any contract or the appointment, remuneration or performance of his or her partner, is under discussion;
    - (e) A Trustee who withdraws under (d) shall not be counted in calculating any quorum for that meeting or part of a meeting;

- (f) The restrictions in this clause apply to any benefits that accrue to any firm or company of which any Trustee is a partner, employee, consultant, director or shareholder (but subject to clause 5(4) below) as they apply to the Trustee personally;
  - (g) The Trustees shall minute their decision and the reasons for it.
- (2) of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant who is not a Trustee;
  - (3) of interest on money lent by any member of the Company or Trustee at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the Trustees or three per cent whichever is the greater;
  - (4) of fees, remuneration or other benefit in money or money's worth to any Company of which a Trustee may also be a member holding not more than 1% of the issued capital of that company;
  - (5) of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee;
  - (6) to any Trustee of reasonable out of pocket expenses;
  - (7) of any premiums in respect of any indemnity insurance, to cover the liability of the directors 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 insurance shall not extend to any claim arising from liability resulting from conduct which the directors knew, or must be assumed to have known, was not in the best interests of the company, or which the directors did not care whether it was in the best interests of the company or not, and Provided also that any insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the directors.
6. The liability of the members is limited.
  7. Every Company Member (as defined in the Company's Articles of Association) undertakes to contribute such amount as may be required (not exceeding £1) to the Companies assets if it should be wound up while he or she is a Company Member or within one year afterwards, for the payment of the Company's debts and liabilities contracted before he or she ceases to be a Company Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories amongst themselves.
  8. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any money or property it 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 or including the objects of the Company; and which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by clause 5 above, chosen by the Company Members at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.

Signatures, names and Addresses of Subscribers

Gregory David Power  
14 Chevening Road,  
Greenwich,  
London SE10 0LB



Dated: 7 April 2006

Witness to the above signature



Name: JENNIFER WATSON

Address: 5A Sigdon Road  
London E8 1AP

Occupation: Choir, EOC

Andrew Charles Puddephatt  
5a Sigdon Road  
London E8 1AP



Dated: 6 - April 2006

Witness to the above signature:



Name: JENNIFER WATSON

Address: 5A Sigdon Road  
London E8 1AP

Occupation: Choir, EOC

THE COMPANIES ACTS 1985 AND 1989

---

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION

OF

GLOBAL DIALOGUE

---

INTERPRETATION

1. In these Articles and Memorandum:

"the Act"	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
"the Articles"	means the articles of Association of the Company.
"the Board"	means the board of directors of the Company.
"the Company"	means the above-named company.
"Company Members"	means the members of the Company having the right to vote at General Meetings.
"clear days"	means, in relation to a period of notice, the period excluding the day on which 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.
"executed"	includes any mode of execution.
"Members"	means all the individuals and organisations admitted to membership (of any class or category) of the Company whether entitled to vote at General Meetings or not.



"the Memorandum"	means the Memorandum of Association of the Company.
"month"	means calendar month.
"Office"	means the registered office of the Company.
"these presents"	means the Articles and regulations of the Company for the time being in force.
"the seal"	means the common seal of the Company if it has one.
"the Secretary"	means the company secretary of the Company or any other person appointed to perform the duties of the company secretary of the Company.
"Trustee"	means a member of the Board.
"the United Kingdom"	means Great Britain and Northern Ireland.

Words importing the singular shall include the plural and vice versa; words importing a particular gender shall include all genders, and words importing persons shall include corporations.

Subject to the above provisions in this Article, words or expressions defined in the Act (or any modification thereof in force when these Articles come into effect) shall bear the same meaning in these Articles unless the context otherwise requires.

## 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 the subscribers to the Memorandum, and such other persons as the Board shall admit to membership as a Company Member from time to time.
4. The Company may from time to time resolve upon the creation of other classes of members of the Company (including honorary members) provided that the rights of such other classes of members do not extend to voting at General Meetings. Such other categories of membership may be under whatever title or nomenclature the resolution may specify and may bestow upon the persons concerned such rights, privileges duties and obligations (except the right to vote at General Meetings) as may be specified in the resolution.
5. 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.

6. The Board shall admit to membership such persons or organisations as it shall think fit and the Board may from time to time prescribe and vary the criteria for membership. The Board shall not be obliged to give reasons for refusing to accept any person as a Member.
7. The Board may in its discretion levy subscriptions on all or any classes of Members at such rates as it shall determine and may levy subscriptions at different rates for different categories of Members including members of the same class.
8. Membership shall not be transferable and a Member shall cease to be a Member:-
  - (1) in the case of an individual, on death;
  - (2) if by notice in writing to the Secretary a Member resigns. The Member is deemed to have resigned when the letter of resignation is received at the Office;
  - (3) by unanimous vote of the Board or, if there shall be more than six Trustees, by a resolution passed by a majority of not less than 3/4ths of the Trustees present and voting at a meeting of the Board convened for the purpose. A resolution to terminate a Members membership shall not be passed unless the Member has been given not less then 14 days notice in writing 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 on the resolution;
  - (4) if any subscription or other sum payable by the Member is not paid on the due date and remains unpaid one month after a notice has been served on the Member on behalf of the Board informing him that he will be removed from the membership if it is not paid. The Board may re-admit to membership of the Company any person removed on this ground on his paying such part of the sum due as the Board may determine.

## PATRONS

9. The Board in its discretion may appoint any person to be a Patron of the Company (and remove any Patron) on such terms as they shall think fit.
10. A Patron shall have the right to attend and speak (but not vote) at any General Meeting of the Company and to be given notice of General Meetings as if a Company Member and shall also have the right to receive the accounts of the Company when available to Company Members.

## GENERAL MEETINGS

11. The first Annual General Meeting of the Company shall be held at such time not being more than 18 months after the incorporation of the Company and at such place as the Board may determine.

12. Subject to Article 11 the Company shall in each year hold an 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 and the next. Annual General Meetings shall be held at such times and such places as the Board shall determine.
13. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. The Board may call General Meetings and, on the requisition of Company Members in accordance with the provisions of the Act, shall within 21 days from the date of the deposit of the requisition convene an Extraordinary General Meeting for a date not later than eight weeks after the deposit of the requisition.
14. If there are not within the United Kingdom sufficient Trustees to convene a General Meeting, any Trustee or any Company Member may convene a General Meeting.

### NOTICE OF GENERAL MEETINGS

15. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution appointing a person as Trustee shall be called by at least twenty one clear days notice. All other Extraordinary 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:
  - (1) in the case of an Annual General Meeting, by all the Company Members entitled to attend and vote at such a meeting; and
  - (2) in the case of any other meeting by a majority in number of the Company Members having a right to attend and vote at such a meeting, being a majority holding together not less than 95 per cent of the voting rights at that meeting of all the Company Members.
16. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall be given to all the Company Members, Trustees, Patrons and the Auditors.

### PROCEEDINGS AT GENERAL MEETINGS

17. No business shall be transacted at any General Meeting unless a quorum is present. Two persons entitled to vote on the business to be transacted, each being a Company Member or a duly authorised person representing a Company Member organisation, or one tenth of the total number of such persons for the time being, whichever is the greater, shall constitute a quorum.

18. If a quorum is not present within half an hour from the time fixed 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.
19. The Chairman (if any) of the Board or in his absence some other Trustee nominated by the Board shall preside as chairman of the meeting, but if neither the Chairman nor such Trustee be present within fifteen minutes of the time fixed for the meeting, and willing to act, the Trustees present shall elect one of their number to be chairman and, if there is only one Trustee present and willing to act he shall be chairman.
20. If no Trustee is willing to act as chairman, or if no Trustee is present within 15 minutes after the time fixed for the meeting, the Members present and entitled to vote shall chose one of their number to be chairman.
21. A Trustee shall, notwithstanding that he is not a Company Member, be entitled to attend and speak (but not vote) at any General Meeting.
22. 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 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.
23. A resolution put to the vote of a meeting shall be decide on a show of hands unless before or on the declaration of the result of the show of hands, a poll is duly demanded. In the case of a person or persons with a disability, a show of hands shall mean such signification of voting intention as the chairman shall approve. Subject to the provisions of the Act, a poll may be demanded:
  - (1) by the chairman; or
  - (2) by at least two Company Members present in person or by proxy; or
  - (3) by a Company Member or Company Members present in person or by proxy and representing not less than one tenth of the total voting rights of all the Company Members having the right to vote at the meeting.
24. Unless a poll is duly demanded a declaration by the chairman that 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 in favour of or against the resolution.
25. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of the demand for a poll shall not

invalidate the result of a show of hands declared before the demand for the poll was made.

26. 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.
27. A poll demanded on the election of a chairman or on the 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.
28. In the case of an equality of votes, whether on show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
29. Subject to the provisions of the Act, a resolution in writing signed by all the Company Members for the time being entitled to receive notice of and to attend and vote at any General Meetings (or being organisations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a meeting of the Company convened and held.

### VOTES OF COMPANY MEMBERS

30. Subject to Article 28, every Company Member shall have one vote.
31. No Company Member shall debate or vote on any matter in which she/he is personally interested without the permission of the majority of the persons present and voting.
32. Any organisation which is a Company Member may by a resolution of its Council or other governing body authorise such individuals as it thinks fit to act as its representative at any meeting of the Company, and the individual so authorised shall be entitled to exercise all the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual Company Member of the Company. An instrument appointing such individual shall be in the following form or as near to it as circumstances will admit, or in any other form which is usual or which the Board may approve:-

### GLOBAL DIALOGUE

We [name of organisation] being a member of the above-named Company hereby appoint [name and address of representative] or failing him/her [name and address of substitute] to vote on our behalf at the [Annual/Extraordinary/Adjourned] General Meeting of the above-named Company to be held on the .....day of.....

And any adjournment thereof.

Signed [name] this .....day of .....

33. Any Company 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.
34. The instrument appointing a proxy shall be in writing signed by the Appointor or his attorney duly authorised in writing and shall be in the following form or as near to it as circumstances will admit, or in any other form which is usual or which the Board may approve:-

#### GLOBAL DIALOGUE

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 ailing him/her [name and address of substitute] as my/our proxy to vote on my/our behalf at the [Annual/Extraordinary/Adjourned] General Meeting of the Company to be held on the .....day of ..... and any adjournment thereof.

Signed [name] this .....day of.....

35. An 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 Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting not less than thirty six hours before the time for the holding of the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
36. An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
37. 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.
38. A vote given or poll demanded by the duly authorised representative of a Company Member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or

the poll demanded or (in the case of a poll taken otherwise than on the same day of as the meeting or adjourned meeting) the time appointed for taking the poll.

39. A vote given or a poll demanded in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no indication in writing of the death, insanity or revocation of the Company Member shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

39A. General Meetings may be conducted by electronic means and members may participate in a general meeting by means of conference phone, video conferencing or other electronic means of communication provided that members participating are able to identify each other. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes. Any expression whatsoever used relating to the conduct of general meetings such as resolutions, votes, declarations, demand for a poll shall be construed in accordance with the electronic means of communication being used, whether visual, phonic, textual or otherwise. Nothing in this article affects the actual conduct of a poll.

## THE BOARD

40. The number of Trustees shall not be less than 2 but (unless otherwise determined by Ordinary Resolution) shall not exceed 15.
41. The first Trustees shall be the subscribers to the Memorandum, who shall be deemed to have been appointed under the Articles. Future members of the Board (who shall be Members) shall be appointed as provided subsequently in the Articles.
42. Except to the extent permitted by clause 5 of the Memorandum, no member of the Board 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.
43. 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, but (subject to Article 42) shall otherwise be paid no remuneration.

## POWERS OF THE BOARD

44. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by Special Resolution, 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 statute or by these presents 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 not been given. The powers given by this Article shall not be limited by any special power given by the Articles to the Board, and a meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.

45. 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.
46. The Board shall have power from time to time to make such regulations as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and the affairs thereof; as to prescribing the classes of and conditions of membership and the rights and privileges of Members; as to the duties of any officers or servants of the Company; as to the conduct of the business of the Company by the Board or any committee or sub-committee and as to any of the matters or things within the power or under the control of the Board provided the same shall not be inconsistent with the Articles.
47. The Board and the Company in General Meeting shall have power to repeal or alter or add to any regulations and the board shall adopt such means as they think sufficient to bring to the notice of Members all such regulations which shall be binding on Members.

#### APPOINTMENT AND RETIREMENT OF TRUSTEES

48. At the first Annual General Meeting and at every subsequent Annual General Meeting one third of the Trustees for the time being, or if their number is not three or a multiple of three, the number nearest to one third shall retire from office.
49. The Trustees to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment, but as between those persons who became or were last re-appointed Trustees on the same day those to retire shall (unless they otherwise agree amongst themselves) shall be determined by lot.
50. If the Company at the meeting at which a Trustee retires by rotation does not fill the vacancy, the retiring Trustee shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Trustee is put to the meeting and lost..
51. No person shall be appointed or re-appointed a Trustee at any General Meeting:-
  - (1) unless she/he has attained the age of 18 years;
  - (2) in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 56;
  - (3) unless either:-



- (a) she/he is recommended by the Board; or
  - (b) not less than fourteen nor more than thirty five clear days before the day fixed for the meeting, a notice signed by a Company Member has been given to the Company of the intention to propose that person for appointment or re-appointment stating the particulars which would if he were so appointed or re-appointed, be required to be included in the Company's register of members of the Board together with a notice signed by that person of his willingness to be appointed or re-appointed.
52. Not less than seven, nor more than twenty-eight clear days before the date fixed for the holding of a General Meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person who is recommended by the Board for appointment or re-appointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or re-appointment as a Trustee. The notice shall give the particulars of that person which would, if he were so appointed or re-appointed, be required to be included in Company's register of the members of the Board.
53. Subject as aforesaid, the Company may from time to time in General Meeting increase or reduce the number of Trustees and determine in what rotation such increased or decreased number shall go out of office and may make the appointments necessary for effecting any such increase.
54. The Board may appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee provided that the appointment does not cause the the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees. A Trustee so appointed shall hold office only until the next following Annual General Meeting and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If not re-appointed at such Annual General Meeting, he shall vacate his office at the conclusion of that meeting.
55. Subject as aforesaid, a Trustee who retires at an Annual General Meeting, may, if willing to act, be re-appointed.

## DISQUALIFICATION AND REMOVAL OF TRUSTEES

56. A Trustee shall cease to hold office if she/he:-
- (1) ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision) or is otherwise prohibited by law from being a Trustee;
  - (2) becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;

- (3) resigns his office by notice to the Company ( but only if at least two Trustees will remain in office when the notice of resignation takes effect);
- (4) is absent without the permission of the Board from all their meetings held within a period of six months and the Board resolve that his office be vacated.

57. In addition and without prejudice to the provisions of section 303 and 304 of the Act, the Company may by Extraordinary Resolution remove any Trustee before the expiration of the period of his office and may by an Ordinary Resolution appoint another qualified Member in his stead but any person so appointed shall retain his office so long only as the Trustee in whose place he is appointed would have held the same if he had not been removed.

### PROCEEDINGS OF THE BOARD

- 58. Subject to the provisions 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 and the Secretary at the request of two Trustees shall call a meeting of the Board. 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 have a second or casting vote.
- 59. The quorum for the transaction of the business of the Board may be fixed by the Board but shall not be less than one third of their number or two whichever is the greater.
- 60. 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 or of calling a General Meeting.
- 61. The Board shall from time to time elect a Chairman of their meetings and may at any time remove him from that office. Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of the Board at which he is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time fixed for the start of the meeting, the Trustees present may appoint one of their number to be Chairman of the meeting.
- 62. The Board may delegate any of its powers or the implementation of any of its resolutions to any committee provided that:-
  - (1) the resolution making the 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);
  - (2) the composition of any such committee shall be entirely in the discretion of the Board and may comprise such of their number (if any) as the resolution may specify;

- (3) 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;
  - (4) all delegations under this Article shall be revocable at any time;
  - (5) the Board shall make such regulations and impose such terms and conditions, and give such mandates to any such committee as it may from time to time think fit;
  - (6) for the avoidance of doubt the Board may delegate all financial matters to any committee and shall be empowered to resolve upon the operation of any bank account according to such mandate as it shall think fit from time to time provided that the signatures required shall include at least one Trustee.
63. 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.
64. 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.
65. 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, video conferencing or other electronic communications provided that all persons participating in the meeting can identify 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

66. Subject to the provisions of the Act and to clause 5 of the Memorandum, the Board:-
- (1) shall appoint or engage the Secretary and may appoint an assistant or deputy Secretary;
  - (2) may appoint or engage a Treasurer and such other officers or servants as they shall see fit;

- (3) may appoint one or more of their number to the unremunerated office of Managing Director or to any other unremunerated executive office under the Company

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 or servant so appointed or engaged.

67. Any appointment of a Trustee to an unremunerated executive office under Article 66, or to a remunerated executive office permitted by virtue an Order of the Charity Commissioners for England and Wales shall terminate if he ceases to be a Trustee.

### MINUTES

68. The Board shall keep minutes in books kept for the purpose:-

- (1) of all appointments of officers made by the Board; and
- (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 each meeting.

### THE SEAL

69. The seal (if any) 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 a second Trustee.

### BANK ACCOUNTS

70. (1) Any bank account in which any part of the assets of the Company is deposited shall indicate the name of the Company. All cheques and orders for the payment of money from such an account shall require two signatures at least one of which shall be that of a Trustee.
- 70 (2) Notwithstanding Article 70(1) above the Trustees may make regulations for the use of electronic banking, the use of card payments on an account, and may provide for the payment of small amounts by cheque on one signature only, provided that the Trustees shall ensure that the regulations apply proper financial controls including financial limits on payment using one signature.

### ACCOUNTS

71. Accounting records for the Company sufficient to show and explain the transactions and assets and liabilities of the Company and otherwise complying

with the Act shall be kept at the Office or such other place within the United Kingdom as the Board thinks fit.

72. Subject to the requirements of the Act, 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 the Members and subject to those restrictions the books and accounts of the Company shall be open to inspection by the Members at all reasonable times during usual business hours.
73. The Board shall lay before the Annual General Meeting of the Company in each year an income and expenditure account for the period since the last preceding account (or in the case of the first account, since the incorporation of the Company) together with a balance sheet made up as at the same date. Such accounts and balance sheet shall be accompanied by a report of the Board as to the state of affairs of the Company and a report of the Auditors (where required by law) and shall comply with the provisions of the Act. Copies of such account, balance sheet and reports and of any other documents required by law to be annexed or attached to them shall, not less than 21 clear days before the date fixed for the meeting before which they have to be laid, be sent to all persons entitled to receive notices of General Meetings of the Company.

#### AUDIT

74. Auditors shall be appointed and their duties regulated in accordance with the Act

#### ANNUAL REPORT AND ANNUAL RETURN

75. The Board shall comply with their obligations under the Charities Act 1993 9or any statutory re-enactment or modification of the same) with regard to the preparation of an annual report and an annual return and their transmission to the Charity Commission.

#### NOTICES

76. Any notice to be given to or by a person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.
77. The Company may give notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to to have notices given to him at that address, but otherwise no such Member shall b entitled to receive any notice from the Company.
78. 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.

79. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given 48 hours after the envelope containing it was posted.
80. 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 that meeting.

### INDEMNITY

81. Subject to the provisions of the Act 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 judgement 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.
82. The Board shall have power to resolve (but only pursuant to clause 4(16) and 5(7) of the Memorandum) to effect Indemnity Insurance notwithstanding their interest in such a policy.

### WINDING UP

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

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Signatures Names and Addresses of Subscribers

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Gregory David Power  
14 Chevening Street,  
Greenwich,  
London SE10 OLB



Dated: 6<sup>th</sup> April 2006

Witness to the above signature:



Name: JENNIFER WATSON

Address: 5A Sigdon Road  
Hendon E8 1AP

Occupation: Choir, EOC

Andrew Charles Puddephatt,  
5a Sigdon Road,  
London E8 1AP



Dated: 6 - April 2006

Witness to the above signature:



Name: ~~5A~~ JENNIFER WATSON

Address: 5A Sigdon Road  
Hendon E8 1AP

Occupation: Choir, EOC.