

Companies Acts 1985 to 2006

-  
Company Limited by Guarantee  
And Not Having  
A Share Capital

AMENDED

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

COMMUNITY TRANSPORT ASSOCIATION UK

COMPANY NUMBER 1985361

INCORPORATED ON 3RD FEBRUARY 1986

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

MEMORANDUM OF ASSOCIATION

- of -

COMMUNITY TRANSPORT ASSOCIATION UK

1. The Company's name is Community Transport Association UK.
2. The Company's Registered Office is to be situated in England.
3. The Company's objects are:

To relieve age, poverty, sickness or disability by the provision of education and support to charitable bodies or persons who supply transport to groups or individuals in need of such relief.

And the Company shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:-

- (A) To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription donation and otherwise provided that the Association shall not undertake any permanent trading activities in raising funds for its charitable objects.
- (B) To recruit and assist in the recruitment of voluntary workers in and for the Company and to retain or employ professional or technical advisers or workers in connection with the objects of the Company and to pay reasonable and proper fees for their services.
- (C) To make any financial grant or award, and to enter into any contract or arrangement for the provision to any person or body of persons of any technical, financial or other assistance, of any service or equipment, labour, or of travel, accommodation or other facilities, and generally to do all such things as may, in the opinion of the Trustees, further the primary objects of the Company.

- (D) To undertake research and surveys and publish the useful results of such research, to establish, equip and maintain a library, to collect, compile, print, publish and disseminate information, to provide, publish or contribute to the publication of any papers, books, periodicals, reports or other documents, films, slides, tapes, pictures, plans or models, to give and exchange information and advice and to promote, encourage, foster and maintain the interest and support of the public in the objects and activities of the Company.
- (E) To organise, provide facilities for and hold conferences, meetings, courses of instruction, demonstrations, lectures, exhibitions, competitions, tours and displays.
- (F) To establish, promote or assist in establishing or promoting and to subscribe to or become a member of, or co-operate or federate with any other organisations or associations, which are charitable at law and whose objects are in whole or in part similar to the objects of the Company or the establishment or promotion of which may be beneficial to the Company, to act as trustees or agents for and to manage and to undertake the property, assets, liabilities and engagements of any such organisations or associations and to subscribe or guarantee money for any purposes in any way calculated to further the objects of the Company.
- (G) To foster and encourage co-operation and communication between similar organisations, societies and institutions and local and national authorities and to co-ordinate the activities and represent the views of those making use of the facilities of the Company and its members.
- (H) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest, and (subject to such consents as may be required by law) sell, mortgage, lease or otherwise dispose of or turn to account any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.
- (I) To borrow or raise money for the purposes of the Company on such terms and with such consents as are required by law and on such security as the Trustees shall think fit, and whether by the creation and issue of debentures or debenture stock or otherwise provided that the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company.
- (J) To receive money on deposit or loan upon such terms as the Company may approve, and to undertake and execute any trusts which may lawfully be undertaken by the Company and may be conducive to its objects.
- (K) To invest and deal with the moneys of the Company not immediately required for its purposes in or upon such investments or securities and in such manner as may from time to time be determined, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided,

- (L) To sell, mortgage, improve, manage, turn to account, exchange, let, or grant licences, easements and other rights in or over, and in any other manner deal with or dispose of all or any of the property and assets for the time being of the Company as may be expedient for the promotion of its objects subject to such consents as may be required by law.
- (M) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependents.
- (N) 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.
- (O) To do all such other things as are necessary for the attainment of the objects of the Company or any of them, provided that the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company, and no member of its Board shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

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

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Board) for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company or of its Board at a rate per annum not exceeding 2 per cent less than the base lending rate for the time being prescribed by the National Westminster Bank Limited, or 3 per cent, whichever is the greater;
- (c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Board;
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Board may be a member holding not more than 1/100th part of the capital of that company;
- (e) to any member of its Board of reasonable out-of-pocket expenses;
- (f) of payments made pursuant to the indemnity in Article 64 of the Company's Articles of Association.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Company's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

7. If, upon winding up or dissolution of the Company, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects the same as or similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect can not be given to this last provision, then to some other charitable object as near as may be to that of the Company.

We, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

#### NAMES AND ADDRESSES OF SUBSCRIBERS

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Helen Louise Ashton  
81 City Road  
London  
EC1Y 1BD

Mark Francis Burton  
81 City Road  
London  
EC1Y 1BD

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Dated 15th of January 1986

Witness to the above Signatures:

Keith John Hughes  
81 City Road  
London  
EC1Y 1BD

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

COMMUNITY TRANSPORT ASSOCIATION UK

**GENERAL**

1. In these Articles the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof if not inconsistent with the subject or context:-

WORDS	MEANINGS
Articles	these Articles of Association of the Company
Board	the board of Trustees of the Company
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
Circulation date	in relation to a written resolution, has the meaning given to it in the Companies Acts
Companies Acts	has the meaning given to it in section 2 of the Companies Act 2006
Conflict of Interest	any interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company
Electronic form and electronic means	have the meanings respectively given to them in the Companies Act 2006

Governance Committee	a committee formed by the Board pursuant to Articles 46 and 58 for the purpose of approving applications for election and appointment to the Board in compliance with agreed skills and diversity criteria
Honorary Trustees	those members of the Board appointed to the roles of Chair of the Board, Vice-Chair and Treasurer in accordance with Article 34
In writing	written, printed or lithographed or partly one and partly another and other modes of representing or reproducing words in a visible form, including for the avoidance of doubt electronic display
Month	calendar month
Seal	the common seal of the Company
Trustee and Trustees	the director and directors as defined in the Companies Acts
United Kingdom	Great Britain and Northern Ireland

And words importing the singular number only shall include the plural number and vice versa and

Words importing persons shall include corporations.

Subject as aforesaid any words or expressions defined in the Companies Acts or any statutory modification thereof in force at the date on which these Articles become binding on the Company shall if not inconsistent with the subject or context bear the same meanings in these Articles.

2. The subscribers to the Memorandum of Association and such other persons as the Board shall admit in accordance with the provisions hereinafter contained shall be members of the Company.

3. Every person desirous of becoming a member of the Company must sign and deliver to the Company an application for membership in such form as may be approved from time to time by the Board.

4. When the Board shall have resolved to admit any applicant to membership the Secretary of the Company shall forthwith notify the applicant of his or her admission to membership either personally or by notice in writing to the address given on his or her

application for membership. The Board shall have an absolute discretion to reject any application for membership without assigning any reason therefor.

5. The privileges of a member shall not be transferable and every member shall cease to be a member on the happening of any of the events following namely:-

- (a) If being an individual he or she shall die or become of unsound mind or if being a company or other statutory body a resolution be passed or order made for its winding up or dissolution.
- (b) If he or she serve upon the Company one month's notice in writing of his or her intention to resign his or her membership in which event he or she shall cease to be a member at the expiration of one month from the date of service of such notice upon the Company.
- (c) If any annual, quarterly or other subscription payable by him as a member remains unpaid at the expiration of the period of two months from the date upon which it became payable and the Board resolve that by reason of such non-payment he or she shall cease to be a member.
- (d) If his or her membership be terminated in accordance with the next following sub-clause of this Article.
- (e) If (during any period in which no subscription is payable by members) any member shall in a consecutive period of at least two calendar years not have attended in person any general meeting of the Company and not have caused to be deposited pursuant to Article 29 a proxy for any such meeting or if during such consecutive period the registered address of a member shall be out of date (of which fact it shall be sufficient evidence that a letter sent to such address in the first two years has been returned through the post and that no subsequent information showing the address not to have been out of date has been received by the Company) the Board may at any time within the third calendar year cause to be posted to such member at his or her registered address a notice stating that if he or she shall not within one month after the date on which such notice was posted inform the Company in writing that he or she wishes to remain a member thereof his or her name will be struck off the list of members and if at the expiry of such notice he or she shall not so have informed the Company the Board may (whether or not the notice sent to him has been returned through the post) at any time before the end of such calendar year declare that he or she has ceased to be a member and on such declaration he or she shall so cease and the Register of Members shall be altered accordingly.
- (f) The Board shall be entitled to suspend or expel from membership any person on the grounds of misconduct, in relation either to the Company, its property or its members, or of conduct likely to prove prejudicial to the good standing of the Company or to the attainment of its objects. A member whose suspension or expulsion is to be decided upon at a meeting of the Board shall be entitled to not less than 7 clear days' notice of that meeting, stating the case made against him. Such member shall be entitled to attend and speak at that meeting at any time throughout the period during which his or her membership is discussed but shall

withdraw prior to voting, notwithstanding that he or she may himself be a Trustee. A resolution under this provision shall not be effective unless passed by a majority of not less than two thirds of the Trustees present and voting.

## **GENERAL MEETINGS**

6. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held at such time and place as the Board shall appoint.

7. The Board may, whenever they think fit, convene a general meeting, and general meetings shall also be convened on such requisition or, in default, may be convened by such requisitionists as provided by the Companies Acts. If at any time there are not within the United Kingdom sufficient Trustees capable of acting to form a quorum, any Trustee or any two members of the Company may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.

8. A general meeting shall be called on at least fourteen clear days' notice in writing. Every notice calling a general meeting shall specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted. If a special resolution is to be proposed, the notice shall include the proposed resolution and specify that it is proposed as a special resolution. In every notice calling a general meeting there must appear with reasonable prominence a statement informing the member of his or her or her rights to appoint another person as his or her or her proxy.

9. Notice of general meetings shall be given to: every member (except those having no registered address in the United Kingdom), to the Trustees, to every person being a legal representative or a trustee in bankruptcy of a member where the member but for his or her death or bankruptcy would be entitled to receive notice of the meeting, and to the auditors of the Company.

10. A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:-

- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote thereat, being a majority together representing not less than ninety per cent of the total voting rights at that meeting of all the members.

11. The accidental omission to give notice of a meeting to or the non-receipt of such notice by any person entitled to receive notice thereof shall not invalidate the proceedings at that meeting nor any resolution passed thereat.

## PROCEEDINGS AT GENERAL MEETINGS

12. All business shall be deemed special that is transacted at a general meeting with the exception at an annual general meeting, of the consideration of the accounts, balance sheets, and the reports of the Board and Auditors, the election of Trustees in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.
13. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided the quorum shall be twenty-five members present in person or by proxy and entitled to vote upon the business to be transacted.
14. If within half an hour from the time appointed for the holding of a general meeting a quorum is not present the meeting if convened on the requisition of members shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or at such other place as the Trustee may determine and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum.
15. The Chair of the Board, if any, shall preside as chair at every general meeting of the Company, or if there is no such Chair of the Board, or if he or she shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Trustees present shall elect one of their number to be chair of the meeting.
16. If at any meeting no Trustee is willing to act as chair of the meeting or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting the members present shall choose one of their number to be the chair of the meeting.
17. The chair of the meeting may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid the members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.
18. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is before or upon the declaration of the result of the show of hands demanded (a) by the chair of the meeting, or (b) by at least three members present in person or by proxy, or (c) by any member or members present in person or by proxy and representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting. Unless a poll be so demanded, a declaration by the chair of the meeting that a resolution has on a show of hands 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 minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes

recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

19. Subject to the provisions of Article 20, if a poll be demanded in manner aforesaid it shall be taken at such time and place and in such manner as the chair of the meeting shall direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

20. A poll demanded on the election of a chair of the meeting, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chair of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

21. In the case of an equality of votes whether on a show of hands or on a poll the chair of the meeting shall be entitled to a second or casting vote.

22. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

23. (A) Subject to Article 23 (C) a written resolution of the Company passed in accordance with this Article 23 shall have effect as if passed by the Company in general meeting:

(a) 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.

(b) 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.

(B) In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.

(C) A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.

(D) 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 Company's auditors in accordance with the Companies Acts.

(E) A member signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution. If the

document is sent to the Company in hard copy form, it is authenticated if it bears the member's signature. If the document is sent to the Company by electronic means, it is authenticated if it is from an email address specified by the member to the Company for the purposes of receiving documents or information by electronic means.

(F) A written resolution is passed when the required majority of eligible members have signified their agreement to it.

(G) A proposed written resolution lapses if it is not passed within 60 days beginning with the circulation date.

## VOTES OF MEMBERS

24. Subject as hereinafter provided every member present whether in person or by proxy shall have one vote.

25. (A) No member other than a member duly registered who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of his or her membership shall be entitled to vote on any question either personally or by proxy at any general meeting.

(B) If any vote shall be counted which ought not to have been counted or might have been rejected, the error shall not vitiate the resolution unless the question be raised before the declaration of the result by the chair of the meeting, and not in that case unless it shall in the opinion of the chair of the meeting be material as to the outcome of the vote.

26. Subject to the Companies Acts the Board may make arrangements for conducting voting on such terms and conditions as it thinks fit.

27. Any instrument appointing a proxy shall be in writing and in the following form or as near thereto as circumstances will admit:-

"I/We	"
"of	"
"a member of	"
hereby appoint	"
"of	"
"and failing him	"
"of	"
"to vote for me and on my behalf at the	"

"general meeting of the Company to be held " "

"on the day of and at every " "

"adjournment thereof " "

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1	*for	*against	*abstain	*as the proxy thinks fit
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Resolution No 2	*for	*against	*abstain	*as the proxy thinks fit
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All other resolutions properly put to the meeting	*for	*against	*abstain	*as the proxy thinks fit
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\*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signed: .....

Dated:.....”

28. Unless the appointment of a proxy indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

29. The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may:

- (a) in the case of an instrument in writing be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of an appointment sent by electronic means, where an address has been specified for the purpose of receiving documents or information by electronic means:

- (i) in the notice convening the meeting, or
  - (ii) in any instrument of proxy sent out by the Company in relation to the meeting, or
  - (iii) in any invitation to appoint a proxy issued by the Company in relation to the meeting which is sent by electronic means,
  - (iv) be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
- (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll; or
- (d) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair of the meeting or to the Secretary (if any) or to any Trustee;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

30. (A) A proxy for a member who is entered on the register of members as being a representative of an unincorporated association or body may be appointed either by the member or by the unincorporated association or body.

(B) A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the registered office of the Company or at such other place at which the appointment of the proxy was duly deposited or, where the appointment of the proxy was sent by electronic means, at the address at which such appointment was duly received, 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 as the meeting or adjourned meeting) the time appointed for taking the poll.

(C) An appointment of a proxy may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates. Attendance by a member in person at a meeting automatically revokes any appointment by that member of a proxy.

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

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

### **BOARD OF TRUSTEES**

32. (A) The business of the Company shall be managed by the Board who may pay all such expenses of and preliminary and incidental to the promotion, formation, registration and establishment of the Company as they think fit and may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in general meeting subject nevertheless to any regulations of these Articles, to the provisions of the statutes for the time being in force and affecting the Company and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in general meeting but no regulation made by the Company in general meeting shall invalidate any prior act of the Trustees which would have been valid if such regulation had not been made.

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

33. Without prejudice to the generality of the last preceding Article the Trustees may from time to time (but subject to any contrary direction by the Company in general meeting):

- (a) make regulations as to the terms on which subscribers to the funds of the Company or other persons may become and be known as patrons or associate members or be known by some other honorific title provided that no such person shall by reason thereof alone become a member or a Trustee of the Company.
- (b) make, adopt, alter and revoke Byelaws for the regulation of the matters specified in the next following sub-clause of this Article and such other matters as the Company may from time to time determine, but in respect only of such matters as shall not under the Companies Acts require the passing of a resolution of the Company in general meeting, and PROVIDED ALWAYS that no Byelaw of the Company shall be construed as having the effect of modifying or excluding the operation of any of the provisions for the time being of the Memorandum or Articles of Association and that any Byelaw made hereunder may be revoked by the Company by ordinary resolution.
- (c) The Board may make regulations as to:
  - (i) the joining fees to be paid (if any) and annual, quarterly or other subscriptions (if any) to be made by members of the Company to the funds of the Company

provided that such fees or subscriptions shall not exceed in total in any year the maximum annual rate from time to time fixed by the Company in general meeting.

- (ii) the categories or classes of membership, the conditions upon which persons may be admitted to various classes of membership and the rights and obligations attaching to those respective classes.
- (iii) the establishment and management of working parties and boards, their election and composition, their functions and powers, and the holding of consultative meetings of members or of committees of members.
- (iv) the terms upon which members and others may make use of the premises, vehicles, equipment and all other property or goods belonging or made available to the Company.
- (v) the admission to Board meetings or general meetings of the Company of patrons, associate members, members of the press and others, the distribution of press statements and the making of public announcements in the name of the Company.
- (vi) the conduct of elections to the Board.
- (vii) transitional provisions concerning the composition of the Board between the date of the adoption of these Articles and the date of the 2010 annual general meeting.

34. Subject to any transitional arrangements in Byelaws made pursuant to Article 33, the Board, when complete, shall comprise:

- (a) Up to eight Trustees elected by the members from among candidates nominated by the Governance Committee;
- (b) Up to three Trustees co-opted by the Board under Article 36(b) and meeting such skills, experience and diversity requirements as the Governance Committee may from time to time specify; and
- (c) Such Trustees, if any, as the Trustees may appoint to fill vacancies among elected Trustees under Article 37.

35. The Board shall appoint from among the Trustees a Chair, Vice Chair and Treasurer and may at any time remove the appointees from those posts.

36. The following provisions shall apply subject to any transitional arrangements in Byelaws made pursuant to Article 33:

- (a) no person may be elected as a Trustee unless at the time of the election he or she is an officer or an employee of a member.

- (b) every Trustee co-opted under this Article 36(b) shall be co-opted for a term of three years terminating at the close of the third annual general meeting following his or her co-option.
- (c) every elected Trustee shall be elected for a term of three years terminating at the close of the third annual general meeting after his or her election.
- (e) election of elected Trustees shall be conducted by postal ballot among all the members eligible to vote and in accordance with Bye-laws made pursuant to Article 33. The results of the election shall be announced at the annual general meeting at which the elections are to take effect. Elections shall take effect at the close of the annual general meeting.
- (f) no person may serve more than two terms of office in either an elected or co-opted capacity without a break from office of at least one year before serving again. A Trustee seeking a second consecutive term of office as an elected Trustee must nevertheless be nominated by the Governance Committee. A Trustee seeking a second consecutive term of office as a co-opted Trustee must nevertheless meet any skills, experience and diversity requirements from time to time specified by the Governance Committee.

37. The Board shall have the power at any time, and from time to time, to appoint any person to be a Trustee to fill a casual vacancy among elected Trustees but so that the total number of Trustees shall not at any time exceed the number fixed in accordance with these Articles. Any Trustee so appointed shall hold office only until, and shall retire at, the next following annual general meeting, but shall be eligible for election by the members or co-option by the Board in accordance with Article 34 as a Trustee assuming they are otherwise eligible. A period in office served under this Article shall not count towards a Trustee's maximum number of consecutive terms in office.

38. The Company may from time to time by ordinary resolution increase or reduce the number of Trustees. In addition and without prejudice to the provisions of the Companies Acts, the Company may by ordinary resolution remove any Trustee before the expiration of his or her term of office notwithstanding anything in these Articles or in any agreement between the Company and such Trustee.

39. The Company may by ordinary resolution appoint another person in place of any Trustee removed from office under the immediately preceding Article and, without prejudice to the powers of the Board, may appoint any person to be a Trustee either to fill a casual vacancy or as an additional Trustee.

40. The Trustees for the time being of the Company may act notwithstanding any vacancy in their body provided that if at any time the Trustees be reduced in number to less than the minimum number prescribed for a quorum, they may act for the purpose of admitting persons to the membership of the Company, filling up vacancies in their body and summoning a general meeting but not otherwise.

## **RETIREMENT AND REMOVAL OF TRUSTEES**

41. A Trustee shall vacate his or her position if that Trustee:-
- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
  - (b) becomes prohibited from being a Trustee by reason of any order made under the Companies Acts.
  - (c) becomes of unsound mind; or
  - (d) resigns his or her office by notice in writing to the Company; or
  - (e) is absent without the agreement of the Board from three consecutive Board meetings and the Board resolves that his or her office be vacated; or
  - (f) is removed from office by a resolution of the Trustees, provided that such resolution (i) is approved by at least a two-thirds majority of those eligible to vote (whether such resolution is proposed at a meeting or in accordance with Article 50) and (ii) shall not be passed unless the Trustee proposed to be removed 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
  - (g) is removed from office by a resolution of the members at a general meeting of the Company, provided the meeting has invited the views of the Trustee concerned and considered the matter in the light of such views.

## **PROCEEDINGS OF THE BOARD**

42. The Trustees may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chair of the meeting shall have a second or casting vote. A Trustee may, and the Secretary on the requisition of a Trustee shall, at any time summon a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any Trustee for the time being absent from the United Kingdom.

43. The quorum necessary for the transaction of the business of the Board may be fixed by the Trustees, but this shall never be less than three.

44. The Trustees shall cause minutes to be made in books provided for the purpose:-
- (a) of all appointments of Trustees made by the Board;

- (b) of the names of the Trustees present at each meeting of the Board and of any committees of the Board;
- (c) of all resolutions of and proceedings at all meetings of the Company, and of the Board and of committees of the Board.

45. If no Chair of the Board is in post, or if at any meeting the Chair of the Board is not present within five minutes after the time appointed for holding the same, the Trustees present may choose one of their number to be chair of the meeting.

46. The Board may delegate any of its functions and powers to committees consisting of such individuals as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed upon it by the Board and shall, in respect of each of its meetings, deliver to the Board before the next meeting, a copy of the minutes of the previous meeting.

47. A committee may elect a chair of its meetings. If no such chair is elected, or if at any meeting the chair is not present within five minutes after the time appointed for holding the meeting, the committee members present may choose one of their number to be chair of the meeting.

48. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the committee members present, and in the case of an equality of votes the chair shall have a second or casting vote.

49. All acts done by any meeting of the Board or of a committee of the Board or by any person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person, or that they or any of them were disqualified or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified to be a Trustee and had not vacated office and/or was entitled to vote.

50. The Trustees eligible to vote on a matter may take a decision without a meeting of the Board by:

- (a) in the case of a decision to remove a Trustee pursuant to Article 41(f), by a two-thirds majority of those eligible to vote indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter; or
- (b) in the case of any other decision, by a simple majority of those eligible to vote indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter.

Any such decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each of the requisite majority of eligible and voting Trustees or to which the each of the requisite majority of eligible and voting Trustees has otherwise indicated his or her agreement in writing.

51. A decision which is made in accordance with Article 50 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:

- (a) responses from each eligible and voting Trustee must be received by one person being either such person as all the eligible and voting Trustees shall have nominated in advance for that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Trustees;
- (b) following receipt of responses from all of the eligible and voting Trustees, the Recipient shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article 51;
- (c) the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- d) the Recipient prepares a minute of the decision in accordance with Article 44.

### **CONFLICTS OF INTEREST**

52. Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.

53. Whenever a matter is to be discussed at a meeting or decided in accordance with Article 50 and a Trustee has a Conflict of Interest in respect of that matter then, subject to Article 55, he or she must:

- (a) remain only for such part of the meeting as in the view of the Trustees is necessary to inform the debate;
- (b) not be counted in the quorum for that part of the meeting; and
- (c) withdraw during the vote and have no vote on the matter.

### **TRUSTEES’ POWER TO AUTHORISE A CONFLICT OF INTEREST**

54. If any question arises whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.

55. The Trustees may (subject to such terms as they may impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:

- (a) any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which he or she has a Conflict of Interest;

- (b) the manner in which a Conflict of Interest arising out of any Trustee's office, employment or position may be dealt with and, for the avoidance of doubt, they may modify or dispense with the requirements in Article 53 provided that when deciding to give such authorisation the provisions of Article 53 shall be complied with;
- (c) provided that nothing in this Article 55 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with the Memorandum of Association of the Company.

56. If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 55 then the Trustee may absent himself or herself from meetings of the Trustees at which anything relation to that matter, or that office, employment or position, will or may be discussed.

57. A Trustee shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees (subject to any limits or conditions to which such approval was subject).

58. When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

### **REGISTER OF TRUSTEES' INTERESTS**

59. The Board shall cause a register of Trustees' interests to be kept. A Trustee must declare the nature and extent of any interest, direct or indirect, which s/he has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

### **GOVERNANCE COMMITTEE**

60. The Board shall form a Governance Committee pursuant to Article 46 which shall comprise:

- (a) the Chair of the Board and Vice-Chair (or in the absence of either, the Treasurer);
- (b) one Trustee appointed by the Board;
- (c) the chief executive of the Company; and
- (d) two additional people (not being Trustees) appointed by the Governance Committee.

61. Each member of the Governance Committee pursuant to Articles 60(a) and (c) above shall serve for so long as he or she occupies the relevant post. Each member

appointed pursuant to Article 60(b) above shall serve for so long as he or she remains a Trustee.

62. Each member of the Governance Committee appointed pursuant to Article 60(d) above shall serve for an initial term of three years from the date of such appointment, and shall be eligible to serve for one additional three-year term. His or her membership of the Governance Committee shall cease immediately if he or she resigns or is removed by the Board.

63. The Board shall make regulations pursuant to Article 33 as to the functions, powers, management and composition of the Governance Committee, and once such Governance Committee is properly constituted, shall seek to agree in consultation with it the skills, experience and diversity requirements applicable from time to time to nominations of Trustees. If the Board and Governance Committee cannot agree on any matter concerning skills, experience and diversity requirements, the decision of the Board shall prevail.

### **INDEMNITY**

64. Subject to the provisions of the Companies Acts 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 was given in his or her favour or in which he or she 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 of the affairs of the Company and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his or her duties or in relation thereto provided that this Article shall not apply in relation to cost which a Trustee is ordered to pay or of which he or she is deprived.

### **SECRETARY**

65. A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

- (a) anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and
- (b) anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

### **THE SEAL**

66. The Board shall provide for the safe custody of the seal, which shall only be used by the authority of a resolution of the Board, or of a committee of the Board authorised

by the Board in that behalf. The seal of the Company shall not be affixed to any instrument except in the presence of at least two Trustees and of the Secretary and the said Trustees and Secretary shall sign every instrument to which the seal shall be so affixed in their presence.

### **CHEQUES**

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

### **ACCOUNTS**

68. The Trustees shall comply with the requirements of the Companies 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:

- (a) annual reports;
- (b) annual returns;
- (c) annual statements of account.

### **COMMUNICATIONS BY AND TO THE COMPANY**

69. Subject to the provisions of the Companies Acts and these Articles:

- (a) 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 (in the case of communications by the Company) by making it available on a website;
- (b) 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
- (c) 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 Companies Acts.

70. 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 Company'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:

- (a) 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 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 Company; and
- (b) the Company 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.

71. Any document to be served on the Company or on any officer of the Company under the Articles may only be served:

- (a) in the case of documents in hard copy form, by sending or delivering them to the Company's registered office or delivering them personally to the officer in question; or
- (b) in the case of documents in electronic form, by sending them by electronic means:
  - (i) to an address notified to the members for that purpose; and
  - (ii) from an address previously notified to the Company by the member for the purpose of sending and receiving documents and information.

72. A member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

73. Where a document or information is sent or supplied under the Articles:

- (a) 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.
- (b) 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 shall be sufficient to prove that it was properly addressed.
- (c) Where the document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:-
  - (i) the material is first made available on the website; or

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

74. Where any document or information has been sent or supplied by the Company by electronic means and the Company receives notice that the message is undeliverable:

- (a) if the document or information has been sent to a member and is notice of a general meeting of the Company or a copy of the annual report and accounts of the Company, the Company is under no obligation to send a hard copy of the document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so; and
- (b) in all other cases, the Company will send a hard copy of the document or information to the member's postal address as shown in the Company'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.
- (c) 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.

#### **DISSOLUTION**

75. Clauses 6 and 7 of the Memorandum of Association of the Company relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

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**NAMES AND ADDRESSES OF SUBSCRIBERS**

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Helen Louise Ashton  
81 City Road  
London EC1Y 1BD

Mark Francis Burton  
81 City Road  
London EC1Y 1BD

Dated the 15th of January 1986

Witness to the above Signatures:

Keith John Hughes  
81 City Road  
London EC1Y 1BD

Company Registration Agent