

THE COMPANIES ACT 1985 AND 1989
Company Limited by Guarantee
and not having a Share Capital
MEMORANDUM OF ASSOCIATION OF
KING'S CROSS RAILWAY LANDS GROUP

1. Name of Company

1.1 The name of the Company is King's Cross Railway Lands Group, called in this document "the Company".

2. Registered Office

2.1 The registered office of the Company will be in England and Wales.

3. Objects of the Company

The Objects of the Company are:

3.1 To relieve poverty and to improve the conditions of life of particularly those communities in and around the King's Cross Railway Lands in the London Boroughs of Camden and Islington (the Area of Benefit).

3.2 To advance education.

3.3 To further any other charitable purpose or purposes for the benefit of the communities in the Area of Benefit.

4. What the Company may do

4.1 The Company may do anything lawful that may be necessary in order to promote its Objects, including the use of the following powers:

(a) To promote in the fields of planning and development the common interests of the people living and working in and around the King's Cross Railway Lands.

(b) To employ and pay any employees, officers, servants and professional or other advisers

(c) Subject to any consent required by law to raise funds and borrow money, invite and receive contributions or grants, or enter into contracts, seek subscriptions or raise monies in any other way

(d) Subject to any consent required by law to buy, take on lease, sell lease or otherwise dispose of, hire charge or mortgage or acquire any land or property of any sort

(e) To promote, encourage or undertake research and disseminate the results of such

(f) To produce, print and publish anything in written, oral or visual media in furtherance of the Objects

(g) To provide or procure the provision of services training consultancy advice support counselling or guidance in furtherance of its Objects or any of them

(h) To promote and advertise the policies, views and activities of the Company

(i) To invest any money that the Company does not immediately need in investments, securities or properties

(j) To undertake any charitable trust or any charitable agency business, which may promote the Company's Objects

(k) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their wives, husbands or other dependants

(l) To carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Company or the trade is temporary and ancillary to the carrying out of the Objects of the Company

- (m) To establish, promote and otherwise assist any limited company or companies for the purpose of acquiring any property or of furthering in any way the objects of the Company through trading and to establish the same either as wholly owned subsidiaries of the Company or jointly with other persons, companies, government departments or local authorities and to finance the same if the Members of the Management Committee see fit by way of loan or share subscription on commercial terms provided that the Company shall seek professional legal advice before financing such companies
- (n) To establish support or join with any charitable companies, institutions, societies or associations including development trusts whose objects are the same or similar to its own
- (o) To purchase or otherwise acquire any of the property, assets and liabilities of any of the charities, institutions, societies or associations with which the Company is authorised to join
- (p) To transfer any of the Company's property, assets, liabilities and engagements to any of the charities, institutions, societies and associations with which the Company is authorised to join
- (q) To open and operate banking accounts and other banking facilities
- (r) To enter into any arrangements with any governments, authorities or any person, company or association necessary to promote any of the Company's Objects
- (s) To insure any risks arising from the Company's activities
- (t) To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- (u) To make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commissioners
- (v) To pay all the expenses and costs of establishing this Company
- (w) To delegate upon such terms and at such reasonable remuneration to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:
 - (i) the Managers shall be authorised to carry on investment business under the provisions of the Financial Services Act 1986;
 - (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;
 - (iii) 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 of the Company within 14 days and report regularly on the performance of investments managed by them;
 - (iv) the Company shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
 - (v) the Company shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Company to undertake such reviews within the period of 12 months shall not invalidate the delegation;
 - (vi) the Company shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon 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 and defaults of the Managers;

- (x) To permit any investments belonging to the Company to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of such stockbroking company) as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such;
- (y) To appoint Patrons on such terms as the Company shall think fit.

5. Use of income and property

5.1 The income and property of the Company must be applied solely towards promoting its Objects. None of it may be paid or transferred directly or indirectly to members of the Company in any way except as shown under "Allowed Payments".

6. Allowed Payments

6.1 The Company may pay:

- (a) Reasonable and proper payment to any officer or servant of the Company for any services to the Company
- (b) Reasonable and proper remuneration to a Member of the Management Committee for services actually rendered to the Company, including the usual professional charges for business done by any Member of the Management Committee who is a solicitor, accountant or other person engaged in a profession, or by a partner of his or her instructed by the Company to act in a professional capacity on its behalf,

PROVIDED THAT:

- (i) the number of Members of the Management Committee so remunerated shall not exceed a minority of the quorum of the Members of the Management Committee;
 - (ii) such Member of the Management Committee shall be absent from all meetings at which the terms and conditions of his or her employment with the Committee are discussed;
 - (iii) such Member of the Management Committee shall not vote on any resolution relating to his or her employment;
 - (iv) the other members of the Management Committee are satisfied that his or her employment, or that of his or her firm, is both necessary and expedient in the interests of the Company;
- (c) Interest on the money lent by a member of the Company or its Management Committee. The annual rate of interest must not be more than 2% below the base rate of one of the clearing banks or a rate of 3% whichever is the greater
 - (d) Reasonable out-of-pocket expenses to any member of the Management Committee
 - (e) Reasonable and proper payment to a company of which a member of the Management Committee holds not more than a hundredth of the capital
 - (f) Reasonable and proper rent of premises demised or let by any member of the Company or its Management Committee
 - (g) All reasonable and proper premiums in respect of indemnity insurance effected in accordance with the powers in this Memorandum
 - (h) In exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission
- PROVIDED THAT no member of the Company or of the Management Committee shall be present during the discussion of or voting on any decision to borrow money from or pay rent or other money or benefit to that member.

7. Alterations to this Memorandum

7.1 No alterations to this Memorandum may be made which would cause the Company to cease to be a charity in law. Other alterations to this Memorandum may only be made by a special resolution. For a special resolution to be valid, 21 clear days' notice of it must be given, and 75% of the votes cast must be in favour of it. Such a resolution may be passed on less notice if members holding 95% of the votes agree

7.2 Alterations may only be made to the objects of the Company or any clause of this memorandum and articles which directs or restricts the way monies or the property of the Company may be used with the Charity Commission's prior written consent

7.3 The Charity Commission and the Companies Registrar must be informed of alterations and all future copies of the Memorandum issued must contain the alteration

8. Limited Liability

8.1 The liability of the members of the Charity is limited

9. Guarantee by Members of the Company

9.1 Every member of the Company agrees to contribute such amount as may be required (not exceeding £10) if:

- (a) The Company is wound-up while he or she is a member or within a year afterwards; and
- (b) The Company has debts and liabilities that it cannot meet out of the assets

10. Winding up of the Company

10.1 If the Company is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must not be distributed among the members of the Company. Instead it must be given or transferred to some other charitable institution or institutions. This other institution must have similar Objects to those of the Company and must prohibit the distribution of its income and property among its members to an extent at least as great as that required by these Memorandum of Association

10.2 The institutions will be chosen by the members of the Company at or before the time when the Company is wound up or dissolved and if that cannot be done then to some other charitable object

11. Subscribers

We, the people whose names and addresses and descriptions are written below, wish to form into a company with this Memorandum of Association

Signatures, addresses and occupations of Subscribers

Dated this day of March 2004

Witness to the above signatures:

Name:

Address:

Occupation:

THE COMPANIES ACTS 1985 AND 1989
Company Limited by Guarantee and
not having a Share Capital
ARTICLES OF ASSOCIATION OF
KING'S CROSS RAILWAY LANDS GROUP

1. Meaning of Words

1.1 In these Articles the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:

1.2 Words Meanings

Act The Companies Acts 1985 and 1989 as amended
by subsequent Acts

The Company King's Cross Railway Lands Group

The Articles These Articles of Association and the
regulations of the Company

Clear days In relation to the period of a notice means the
period excluding the day when the notice is
given or deemed to be given and the day for
which it is given or on which it is to take effect

The Management The Management Committee of the Company
Committee whose members are the directors of the
Company and as such are charitable trustees

The Memorandum The Memorandum of Association of the
Company

The Office The registered office of the Company

The Seal The common seal of the Company

The United Great Britain and Northern Ireland
Kingdom

Month Calendar month

Subscriber A person who signs these Articles and the
Memorandum of Association of the Company
when the Company is formed

In writing Written, printed or lithographed or partly one
and partly another, and other ways of showing
and reproducing words in a visible form

1.3 Words in the singular form include the plural and vice versa

1.4 The words "person" or "people" include corporations

1.5 Apart from the words defined above, any words or expression defined
in the Act or any change to the Act in force when these Articles
become binding on the Company will have the same meanings in these
Articles, provided they are consistent with the subject or context

1.6 Headings are not part of the Memorandum or Articles

2. The Constitution of the Company; Rights of Inspection by Members

2.1 The Company is established for the Objects shown in the
Memorandum of Association

2.2 A copy of the Memorandum and Articles and any rules the
Management Committee make must be available for inspection at the
Office. Any member must be given a copy of these on payment of a
reasonable fee fixed by the Management Committee

3. Members

3.1 The number of members of the Company is unlimited

3.2 The Company must keep at the Office a register of members showing

their name, address and date of membership

3.3 The register is available for inspection

4. Membership

4.1 The Subscribers to the Memorandum

Individual Members

4.2 Membership is open to any person who lives or works in the area of benefit who supports the Objects of the Company, who applies to the Company in a form approved by the Management Committee and who the Management Committee decides to admit to membership. A resident shall have the right of appeal against refusal to a General Meeting

Organisation Members

4.3 Organisation members are organisations within the area of benefit who support the Objects of the Company, who apply to the Company in a form approved by the Management Committee and who the Management Committee decides to admit to membership. An organisation shall have the right of appeal against refusal to a General Meeting

4.4 Each member organisation has the right to appoint one representative and one substitute representative. At any time by giving notice in writing to the Company, the member organisation can cancel the appointment of its representative or substitute representative and appoint another instead. The member organisation must confirm the name of its representative and substitute representative at the Company's request. The representative has the right to attend and to vote at general meetings of the Company and any vote given shall be valid unless prior to the vote the Company receives written notice ending the representative's authority. In the absence of the appointed representative the substitute representative shall be entitled to the same voting rights as the representative and any vote shall be valid unless prior to the vote the Company receives written notice ending the substitute representative's authority

4.5 An annual membership fee will be charged, the amount to be agreed by and at the Annual General Meeting

4.6 Organisation members stop being members in the same way as individual members stop being members

4.7 Individuals and representatives of organisations are eligible to become members of the Management Committee

5. No transfer of Membership

5.1 None of the rights of any member of the Company may be transferred or transmitted to any other person

6. Ending of Membership

6.1 A member stops being a member of the Company if:

(a) the member resigns from membership by giving notice in writing to the Company

(b) in the case of a member organisation it ceases in the opinion of the Management Committee to support the Objects

(d) membership is ended under Article 7

(e) the member's subscription (if any) remains unpaid six months after it is due and the Management Committee resolves to end that person's membership

6.2 However, the Management Committee may make a resolution allowing an organisation no longer eligible for membership to remain a

member on such terms as it thinks fit

7. Removal from Membership

7.1 The Management Committee may suspend the rights of any individual or organisation member by giving notice in writing of the suspension

7.2 Within 28 days of receiving that notice the individual or organisation member can send or give an appeal in writing to the Company against the suspension. If no appeal is received, the individual or organisation member automatically stops being a member. If an appeal is received within the time limit, the suspension must be considered by the next meeting of the Management Committee. The individual or organisation member has a right to be heard at the meeting. The meeting must either confirm the suspension, in which case the individual or organisation is out of membership, or lift the suspension

8. General Meetings

8.1 Each year, the Company shall hold at least two general meetings one of which shall be an annual general meeting. The annual general meeting must be specified as such in the notices calling it. The first annual general meeting must be held within 15 months of the incorporation of the Company after which not more than 15 months must pass between one annual general meeting and the next

9. Extraordinary General Meetings

9.1 All general meetings except annual general meetings are called extraordinary general meetings

10. Calling of Extraordinary General Meetings

10.1 The Management Committee may call an extraordinary general meeting whenever they wish. Such a meeting must also be called if three organisation members or ten individual members request it

11. Notice of Meetings

11.1 An annual general meeting and a meeting called for the passing of a special resolution must be called by giving at least 21 clear days' notice in writing. Other meetings of the Company must be called by giving at least 14 clear days' notice in writing. These notices must specify the place, date and time of the meeting. If special business is to be discussed, full details or the general nature of the business must be given. Notice of the meeting must be given to everyone entitled to receive it

11.2 However, even if shorter notice is given than that required above, the meeting will be treated as having been correctly called if it is so agreed:

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote at it; and
- (b) in the case of any other meeting, by a majority of the members who have a right to attend and vote. But this majority must represent members of the Company holding at least 95% of the votes

12. Ordinary and Special Business at General Meetings

12.1 At an extraordinary general meeting all business will be treated as special business. At an annual general meeting all business will be treated as special except the consideration of accounts and balance sheets, the reports of the members of the Management Committee and

Auditors, the election of the Honorary Officers and of members of the Management Committee in place of those retiring, the appointment of Auditors, and the fixing of the payments to the Auditors

13. Quorum

13.1 Business may be done at a general meeting only if a quorum of members is present when the meeting begins to deal with its business. A quorum is representatives of not less than five member organisations or 10% of the organisations in membership whichever is the greater, or 10% of individual members of the organisation

14. Adjournment if no Quorum

14.1 If the meeting is called by the demand of organisation or individual members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in another way, the meeting must be adjourned to another day, time and place as the Management Committee may decide

14.2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum

15. Chairperson

15.1 The Chairperson (if any) of the Management Committee must preside as Chairperson at every general meeting of the Company. If there is no Chairperson, or if he or she will not be present within 15 minutes after the appointed starting time or is unwilling to take the chair, the members of the Management Committee present must elect one of their number to be Chairperson of the meeting

16. Election of Chairperson by Members

16.1 If at any meeting no member of the Management Committee is willing to act as Chairperson or if no member of the Management Committee is present within 15 minutes after the appointed starting time, the members present must choose one of their number to be Chairperson of the meeting

17. Adjournment of the Meeting

17.1 The Chairperson may, with the consent of any meeting at which a quorum is present (and must do so if directed by the meeting), adjourn the meeting from time to time and from place to place. But no business may be done at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place

17.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it

18. Voting on Resolutions

18.1 At any general meeting a resolution to put to the vote of the meeting is decided by a simple majority on a show of voting cards unless a poll is demanded (before or after the result of the show of voting cards is declared). A poll can be demanded by the Chairperson or at least two organisation members or five individual members who are present. No proxy votes are allowed

19. Declaration of Chairperson is Final

19.1 Unless a poll is demanded, the Chairperson's declaration that a

resolution has been carried by a particular majority or lost on a show of voting cards and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book

19.2 The demand for a poll may be withdrawn

20. When a poll is taken

20.1 A poll must be taken immediately, if it is correctly demanded to elect a Chairperson or to decide upon an adjournment. Polls about other things will be taken whenever the Chairperson says so. Business which is not the subject of a poll may be dealt with before or during the poll

20.2 The Chairperson will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting

21. Voting and Speaking

21.1 Every member organisation shall have ten votes exercised by its representative or substitute representative and each individual member shall have one vote. If the votes are level, the Chairperson has a casting vote

21.2 A member of the Management Committee shall have the same rights to attend and speak as a member even if he or she is not a member

22. Written Agreement to Resolution

22.1 Unless the law says otherwise, members may pass a valid resolution without a meeting being held. But for the resolution to be valid:

(a) it must be in writing;

(b) it must be signed by all those members (or their duly authorised substitutes) entitled to receive notice to attend general meetings;

(c) it may consist of two or more documents in identical form signed by members

23. Management by members of the Management Committee

23.1 The business of the Company is managed by the Management Committee. They may pay all the expenses of promoting and registering the Company. They may use all powers of the Company which are not, by the Act or by these Articles, required to be used by a general meeting of the Company. But the members of the Management Committee are at all times governed first by the Act, second by the Memorandum and Articles, and third by any regulations that a general meeting may prescribe

23.2 General meetings cannot make a regulation that overrides the Memorandum and Articles. Nor can they make one that invalidates any prior act of the members of the Management Committee which would otherwise have been valid

24. Powers of the Management Committee

24.1 The Management Committee may subject to such consents and having taken such advice as the law requires use all the powers of the Company to:

(a) borrow money;

(b) mortgage or charge its property or any part of it;

(c) issue debentures, debenture stock or other securities, whether outright or as security for any debt, liability or obligation of the Charity or any charitable third party;

(d) to resolve pursuant to the Memorandum of Association to

effect indemnity insurance notwithstanding their interest in such a policy

25. Payment of Subscriptions

25.1 All members must pay subscriptions if the Management Committee decides to introduce them

26. Cheques and Bills etc

26.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall indicate the name of the Company in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Management Committee decides from time to time and cheques shall be signed by at least two signatories to be decided by the Management Committee

27. Indemnity of members of the Management Committee

27.1 In the management of the affairs of the Company no member of the Management Committee shall be liable for any loss to the property of the Company arising by reason of improper investment made in good faith (so long as he or she shall have sought professional advice before making such an investment) or for the negligence or fraud of any agent employed by him or her or by any other member hereof in good faith (provided reasonable supervision shall have been exercised) although employment of such agent was not strictly necessary or by reason of any mistake or omission made in good faith by any member hereof or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the member who is sought to be made liable

27.2 Subject to the provisions of the Act but without prejudice to any indemnity to which a member of the Management Committee may otherwise be entitled every member of the Management Committee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in defending any proceedings whether civil or criminal in which judgement was given in his or her favour or in connection with any application in which relief is granted to him or her 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 or her in the execution and discharge of his or her duties or in relation thereto

28. Payment of reasonable expenses to members of the Management Committee

28.1 The members of the Management Committee may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Company but shall not be paid any other remuneration save as permitted in the Memorandum of Association

29. The Keeping of Minutes

29.1 The Management Committee must have minutes entered in the minute books:

- (a) of all appointments of officers by the Management Committee;
- (b) of the names of the members of the Management Committee present at each of its meetings and of any sub-committee of the members of the Management Committee;

- (c) of all resolutions and proceedings at all meetings of;
- (i) The Company;
- (ii) The Management Committee;
- (iii) Sub-committees of the Management Committee

30. The Make-up of the Management Committee

30.1 The first Management Committee consists of those people named in Statement of First Directors filed under Section 10 of the Act and sent to the Registrar of Companies when the Company is formed or those appointed by them. They hold office until the first annual general meeting. After that, the Management Committee consists of a Chairperson, Vice-Chairperson, Secretary and Treasurer and up to six other persons to be elected by and from among the membership at each annual general meeting, at least two of whom must be individual members

31. Retirement of members of the Management Committee

31.1 At each Annual General Meeting all members of the Management Committee shall retire. Retiring members shall be eligible for re-election

32. Change in Make-up and Number of the Management Committee

32.1 The make-up and number of the Management Committee may be varied but not reduced below three. Variation can only be by resolution approved by two-thirds of the Management Committee and ratified at a general meeting by a majority vote of the members present at the meeting

33. Notification of Change of members of the Management Committee to the Registrar of Companies

33.1 All appointments, retirements or removals of directors must be notified to the registrar of Companies

34. Filling vacancies on the Management Committee

34.1 The Management Committee can appoint anyone to fill a vacancy in the membership of the Management Committee. Any person so appointed will hold office until the next annual general meeting.

35. Ending of Management Committee Membership

35.1 A member of the Management Committee must cease to be a member if he or she:

- (a) is employed by the Company or holds any office of profit under the Company; or
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- (c) becomes barred from membership of the Management Committee because of an any order made under the Act or by virtue of Section 72 of the Charities Act 1993; or
- (d) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
- (e) resigns the office in writing to the Company but only if at least two members of the Management Committee will remain in office when the resignation takes effect; or
- (f) is directly or indirectly involved in any contract with the Company and fails to declare the nature of his or her interest in the proper way. The proper way is by giving notice at the first

meeting at which the contract is discussed or the first meeting after the member became interested in the contract; or
(g) is removed from office; or
(h) it was a requirement that at the point of their election they were an appointed representative of an organisation member and they cease to be such

36. Removal of a Member of the Management Committee by a General Meeting

36.1 A general meeting of the Company may remove any member of the Management Committee before the end of his or her period of office whatever the rest of these Articles or any agreement between the Company and the member may say

36.2 Removal can take place only by the Company passing an ordinary resolution saying so. At least 28 days' notice must be given to the Company and at least 21 days' notice to the membership. Once the Company receives such notice it must immediately send a copy to the member of the Management Committee concerned. He or she has the right to be heard at the general meeting. He or she also has the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the member may require it to be read to the meeting

37. Removal of a Member of the Management Committee by the Management Committee

37.1 If a member of the Management Committee fails without good reason to attend three consecutive meetings of the Management Committee, the Management Committee may resolve that he or she be removed from the Management Committee. The member must be given a least 7 days' notice in writing of the resolution

38. Meetings of the Management Committee

38.1 The Management Committee shall meet at least eight times in each calendar year

38.2 Questions arising at any meeting must be decided by a majority of votes. Every member has one vote including the Chairperson. If the votes are equal, the Chairperson has a second or casting vote

38.3 A member of the Management Committee may, and the Secretary if requested by a member of the Management Committee must, summon a meeting of the members of the Management Committee

38.4 Notice of a meeting need not be given to any member of the Management Committee who is out of the United Kingdom

39. Meetings

39.1 Meetings of the Management Committee must normally be open to members of the Company or those who have business with the Management Committee. But these non-members of the Management Committee can speak only by permission of the Management Committee. They may not vote. If they wish to raise a matter they should apply to the Chairperson before the meeting

39.2 The Management Committee can exclude non-members of the Management Committee for any parts of the business that they decide should be discussed in private

40. Quorum of the Management Committee

40.1 The quorum must be at least a third of the membership of the

Management Committee, with at least one officer present, subject to a minimum of three

41. Vacancies on the Management Committee

41.1 The Management Committee may act despite any vacancy on the committee. If membership falls below the minimum it may act only to summon a general meeting of the Company

42. A Resolution may be Approved by Signature Without a Meeting

42.1 A resolution in writing signed by all the members of the Management Committee or any sub-committee is as valid as if it had been passed at a properly held meeting of the Management Committee or sub- subcommittee. The resolution may consist of several documents in the committee. same form signed by one or more members of the Management Committee or sub-committee

43. Validity of Acts Done at Meetings

43.1 It may be discovered that there was some defect in the appointment of a member of the Management Committee or someone acting as a member or that he or she was disqualified. If this is discovered, anything done before the discovery at any meeting of the Management Committee is as valid as if there were no defects or disqualification

44. Delegation of Management Committee Powers to Sub-Committees

44.1 The Management Committee may delegate the administration of any of its powers to Committees consisting of one or more of its members.

A sub-committee must conform to any regulations that the Management Committee imposes on it

44.2 The members of the Management Committee on the sub-committee may (unless the Management Committee directs otherwise) co-opt any person or people to serve on the sub-committee

44.3 All acts and proceedings of the sub-committee must be reported to the Management Committee as soon as possible

45. Chairperson of Sub-Committees

45.1 A sub-committee may elect a Chairperson of its meetings if the Management Committee does not nominate one

45.2 If at any meeting the sub-committee's Chairperson is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be Chairperson of the meeting

46. Meetings of Sub-Committees

46.1 A sub-committee may meet and adjourn whenever it chooses

46.2 Questions at the meeting must be decided by a majority of votes of the members present

46.3 A sub-committee must have minutes entered in minute books. Copies of these minutes must be given to all members of the Management Committee

COMPANY SECRETARY

47. Appointment and Removal of Company Secretary

47.1 The members of the Management Committee appoint the Company Secretary. They decide his or her period of office, pay (if not a member of the Management Committee) and conditions of service. They may also remove the Company Secretary. Any Company Secretary who is paid may not also be a member of the Management Committee

48. Actions of Directors and Company Secretary

48.1 The Act says that some actions must be taken both by a member of the Management Committee (a Director) and by the Company Secretary. If one person is both a member of the Management Committee and the Company Secretary, it is not enough for him or her to do the action first as a Management Committee member and then as Company Secretary

49. The Seal

49.1 If the Company shall decide to use a Company Seal the Management Committee must provide safe custody of the Seal

49.2 The Seal may only be used as the authority of the Management Committee or of a sub-committee authorised by the Management Committee to use it

49.3 Everything to which the Seal is affixed must be:

- (a) signed by a member of the Management Committee;
- (b) countersigned by the Company Secretary or by a second member of the Management Committee or by some other person appointed by the Management Committee for that purpose

ACCOUNTS

50. Proper Accounts must be kept

50.1 The Management Committee must have proper books of account kept in accordance with the law, In particular, the books of account must show:

- (a) all amounts received and spent by the Company, and for what;
- (b) all sales and purchases by the Company;
- (c) the assets and liabilities of the Company.

50.2 The books of account must give a true and fair view of the state of the Company's affairs and explain its transactions. Otherwise they are not proper books of account

51. Books must be kept at the Office

51.1 The books of account must be kept at the Registered Office of the Company or at other places decided by the Management Committee. The books of account must always be open to inspection by members of the Management Committee

52. Inspection of Books

52.1 The Management Committee must decide whether, how far, when, where and under what rules the books of account may be inspected by members who are not on the Management Committee. A member who is not on the Management Committee may only have the right to inspect a book of account or document of the Company if the right is given by law or authorised by the Management Committee or a general meeting

53. Profit and Loss Account and Balance Sheets

53.1 The Management Committee must, for each accounting reference period, put before a general meeting of the Company:

- a) any profit and loss accounts;

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- b) a report by the Management Committee on the state of the Company as required by the law

53.2 The Management Committee must file with the Companies Registrar the annual returns that are required

54. Copies for Members

54.1 Certain documents must be sent to members of the Company at least 21 days before the date of the annual general meeting. These documents are:

- a) a copy of every balance sheet (including every document required by law to be attached to it) which is to be laid before the Company at the general meeting
- b) a copy of any report from Reporting Accountants or Auditors
- c) a copy of the report of the members of the Management Committee

54.2 But this Article does not require a copy of these documents to be sent to anyone whose address the Company does not know

55. Appointment of Reporting Accountants or Auditors

55.1 The Company must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Company's assets from time to time make this a legal requirement

56. Service of Notices

56.1 The Company may give notice to any member either personally or by delivering it or sending it by ordinary post to his or her registered address. If the member lacks a registered address within the United Kingdom, notice may be sent to any address within the United Kingdom that he or she has given the Company for that purpose. If a notice is sent by post, it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. The notice will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post

57. Accidental Omission of Notice

57.1 Sometimes a person entitled to receive a notice of a meeting does not get it because of accidental omission or some other reason. This does not invalidate the proceedings of that meeting

58. Who is Entitled to Notice of General Meetings

58.1 Notice of every general meeting must be given to:

- a) Every Member (except those members who lack a registered address within the United Kingdom and have not given the Company an address for notices within the United Kingdom);
- b) Reporting Accountants or Auditor of the Company;
- c) All members of the Management Committee;
- d) All those with rights of nomination to the Management Committee (if any)

58.2 No one else is entitled to receive notice of general meetings

59. Alteration of the Articles

59.1 The Company may alter these Articles only by a special resolution. A special resolution must be passed at a meeting of members of which 21 days notice has been given of the intention to pass a special resolution and at which 75% of the votes cast must be in favour of. Such a resolution may be passed on shorter notice if members holding 95% of

the votes agree

59.2 No alteration may be made to an article that directs or restricts the way monies or property of the Company may be used without the Charity Commission's prior written approval

60. Dissolution of the Company

60.1 The Management Committee or a general meeting may decide at any time to dissolve the Company. The Company shall then call a meeting of all members and those entitled to notice of general meetings

60.2 Any surplus must be used in accordance with the provisions of the Memorandum of Association

Signatures, addresses and occupations of Subscribers

Dated this day of March 2004

Witness to the above signatures:

Name:

Address:

Occupation: