

Company No. 7015011

THE COMPANIES ACTS 1985 1989 AND 2006

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COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

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MEMORANDUM

AND

ARTICLES OF ASSOCIATION

- of -

**THE HOSPICE LOTTERIES ASSOCIATION**

(Incorporated on 10 September 2009)

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FARRER & CO  
66 Lincoln's Inn Fields  
London WC2A 3LH  
Ref: amp/68033.1

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MEMORANDUM OF ASSOCIATION

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**THE HOSPICE LOTTERIES ASSOCIATION**

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1. The Company's name is The Hospice Lotteries Association ("the Company").
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the Company is established are:
  - (1) to promote the views and aspirations of those connected with fundraising lotteries and competitions and the use of lotteries and competitions as a method of fundraising;
  - (2) to promote cooperation between organisations engaged in activities connected with lawful lotteries and competitions; and
  - (3) to promote the development and effective management of lotteries and competitions.
4. In furtherance of the objects set out above but not otherwise the Company may exercise the following powers:
  - (1) to produce, publish, administer and review national notes of guidance;
  - (2) to produce, collate, review and disseminate all data including but not limited to technical data, legislative information, research data, survey results and investigations for the benefit of the members of the Company;
  - (3) to promote the image and enhance the reputation of lotteries;
  - (4) to consider, review, scrutinise and advise on relevant legislation;
  - (5) to produce, publish and distribute (whether gratuitously or not) or to make grants or loans towards the cost of others producing, publishing or distributing

material in any form including press releases, books, pamphlets, periodicals, leaflets, reports, journals, films, tapes, video tapes, programmes websites or any other material that may be deemed desirable for the promotion of the objects of the Company or for the purpose of informing members and others of the needs or progress of the Company;

- (6) to make grants and loans whether out of income or capital and upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Company as security for the performance of contracts entered into by any person, association, company, local authority, administrative or governmental agency or public body as may be thought fit;
- (7) to organise or make grants or loans towards the cost of others organising meetings, lectures, conferences, broadcasts or courses of instruction;
- (8) to provide or procure the provision of advice and guidance in furtherance of the objects of the Company or any of them;
- (9) to accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any other kind of money or property as may be thought fit;
- (10) to raise funds for the Company by personal or written appeals (whether periodical or occasional), public meetings or otherwise as may from time to time be deemed expedient;
- (11) to carry out trade in so far as the trade is exercised in the course of the actual carrying out of a primary object of the Company or is ancillary or incidental to the carrying out of the objects;
- (12) to operate bank accounts in the name of the Company and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments;
- (13) to invest any moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit;
- (14) to buy, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects and to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use;
- (15) to make planning applications, applications for consent under bye-laws or building regulations and other like applications;

- (16) subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- (17) to borrow or raise money for the purposes of the Company on such terms and on such security (if any) as may be thought fit;
- (18) to employ, engage or retain the services of such persons as may be necessary or desirable for the attainment of the objects of the Company on such terms as may be thought fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependants;
- (19) to permit any investments belonging to the Company to be held in the name of any bank or company as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such;
- (20) to pay out of the funds of the Company the cost of any premium in respect of any insurance or indemnity to cover liability of the Board or any Director (as defined in the Articles of Association of the Company);
- (21) to establish and support or aid in the establishment and support of any companies, associations, institutions or charities in any way connected with the purposes of the Company or calculated to further its objects;
- (22) to co-operate with charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (23) to amalgamate with, acquire the assets of or in any other way to merge with any organisation which has objects altogether or mainly similar to those of the Company;
- (24) either alone or jointly with others, to establish and control one or more companies to assist or act as agents for the Company;
- (25) 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;
- (26) to receive representations from industry suppliers;
- (27) to arrange and provide for (whether gratuitously or not) the holding of exhibitions, meetings, workshops, seminars, conferences and training courses as shall further the attainment of the objects of the Company or any of them;
- (28) to bring together in conference or meetings representatives of trade associations, government departments, statutory authorities and individuals;
- (29) to provide agreed representation of the Company's members to and within but not limited to government, legislative bodies, trade associations and charitable institutions; and

- (30) to do all such other lawful things as shall further the attainment of the objects of the Company or any of them.
5. The income and property of the Company shall be applied solely towards the promotion of the objects as set forth in this Memorandum of Association and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company (as defined in the Articles of Association of the Company) and no Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company: Provided that nothing in this document shall prevent any payment in good faith by the Company:
- (1) of the usual professional charges for business done by any member of the Board who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf: provided that at no time shall a majority of the Board benefit under this provision and that a Director shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
  - (2) of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant who is not a Director;
  - (3) of interest on money lent by any member of the Company or a Director at a reasonable and proper rate;
  - (4) of fees, remuneration or other benefit in money or money's worth to any company of which a Director may also be a member holding not more than 1/100th part of the issued capital of that company;
  - (5) of reasonable and proper rent for premises demised or let by any member of the Company or a Director;
  - (6) to any Director of reasonable out-of-pocket expenses;
  - (7) of reasonable and proper premiums in respect of Indemnity Insurance, effected in accordance with **Clause 4(20)** above.
6. The liability of the members is limited.
7. Every Member (as defined in the Articles of Association 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 afterwards, 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.

8. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any money or property it shall not be paid to or distributed among the Members, but shall be given or transferred to some other body having objects similar to those of the Company and which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by clause 5 above, or to a charity or charities selected by the Board.

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

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Names of Subscribers

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Garth Caswell

Christine Crabtree

Helen Elliott

Carolyn Ingham

Anthony Lord

Colin Martindale

Richard Simmonite

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**INTERPRETATION**

1. In these Articles and the Memorandum:

"the Act"	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
"the Articles"	means these Articles of Association of the Company;
"authenticated document"	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Company (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and where the Company has no reason to doubt the truth of that statement);
"the Board"	means the board of directors of the Company;
"the Chairman"	means the honorary officer elected to that office in accordance with <b>Article 56 (a)</b> ;
"the Company"	means the above-named 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;

"Director"	means a member of the Board;
"executed"	includes any mode of execution;
"Honorary Officers"	means the Chairman, Vice-Chairman Honorary Treasurer, Honorary Legal Adviser and such other honorary officers of the Company, if any, as the Company may from time to time decide, elected in accordance with <b>Article 56</b> ;
"Members"	means the members of the Company having the right to vote at General Meetings;
"the Memorandum"	means the Memorandum of Association of the Company;
"month"	means a calendar month;
"Office"	means the registered office of the Company;
"these presents"	means the Articles and the regulations of the Company from time to time in force;
"the seal"	means the common seal of the Company if it has one;
"Senior Honorary Officer"	means such Patron, President and one or more Vice Presidents appointed in accordance with <b>Article 9</b> ;
"the United Kingdom"	means Great Britain and Northern Ireland.

words importing the singular number only shall include the plural number and vice versa; words importing the one gender shall include all genders and words importing persons shall include corporations.

Subject to the preceding provisions of this Article and unless the context requires otherwise, words or expressions defined in the Act (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Company) shall bear the same meaning in the Articles.

## MEMBERSHIP OF THE COMPANY

2. The number of Members with which the Company proposes to be registered is unlimited.
3. The Members shall be the subscribers to the Memorandum and such other persons as the Board shall admit to membership as a Member from time to time. Except in respect of the subscribers to the Memorandum, every application for membership shall be in writing signed by or on behalf of the applicant in such form as the Board may from time to time determine.
4. The Board may from time to time resolve upon the creation of different classes of members of the Company (including honorary members). Such categories of membership may be under whatever title or nomenclature the resolution may specify and may bestow upon the persons concerned such rights, privileges, duties and obligations as may be specified in the resolution.
5. The Board shall admit to membership such persons as it shall think fit and the Board may from time to time prescribe (and vary) criteria for membership. The Board shall not be obliged to give reasons for refusing to accept any person as a Member.
6. The Board may in its discretion levy subscriptions on all or any classes of Members at such rates as it shall determine and may levy subscriptions at different rates for different categories of members including members of the same class. In the event of the termination of membership in accordance with **Article 8**, no refund of subscriptions shall be payable.
7. Where an allegation or complaint of misconduct or conduct likely to bring the Company into disrepute has been made against a Member then the rights and privileges of membership of the Company may be suspended by the Board for a period not exceeding three months in order to investigate the allegation / complaint. The Board shall put in place such regulations for the investigation of allegations and complaints as it considers fit provided that such regulations shall comply with the rules of natural justice.
8. Membership shall not be transferable and a Member shall cease to be a Member:
  - (a) in the case of an organisation, on the organisation's dissolution or winding up;
  - (b) if by notice in writing to the Chairman the Member resigns. The Member is deemed to have resigned when the letter of resignation is received at the Office;
  - (c) by unanimous vote of the Board or, if there shall be more than five Directors, by resolution of the Board passed by a majority of not less than 3/4ths of the Directors present and voting at the meeting of the Board convened for the purpose. A resolution to terminate a Member's membership of the Company shall not be passed unless the Member has been given not less than 14 days' notice in writing of the meeting of the Board at which the matter is to be considered and has been afforded a reasonable opportunity of being heard by

or of making a written representation to the Board prior to the Board voting the resolution;

- (d) if any subscription or other sum payable by the Member is not paid on the due date and remains unpaid one month after notice served on the Member on behalf of the Board informing him that he will be removed from the membership if it is not paid. The Board may readmit to membership of the Company any person removed on this ground on his paying such part of the sum due and such re-admittance fee as the Board may determine.

### **PATRONS AND SENIOR HONORARY OFFICERS**

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

### **GENERAL MEETINGS**

- 11. The first Annual General Meeting of the Company shall be held at such time not being more than 18 months after the incorporation of the Company and at such place as the Board may determine.
- 12. Subject to **Article 11** the Company shall in each year hold an Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Annual General Meetings shall be held at such times and places as the Board shall determine.
- 13. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. The Board may call General Meetings and, on the requisition of Members in accordance with the provisions of the Act, shall within 21 days from the date of the deposit of the requisition convene an Extraordinary General Meeting for a date not later than eight weeks after the deposit of the requisition.
- 14. If there are not within the United Kingdom sufficient Directors to convene a General Meeting, any Director or any Member may convene a General Meeting.

### **NOTICE OF GENERAL MEETINGS**

- 15. All General Meetings shall be called by at least fourteen clear days' notice. A General Meeting may be called by shorter notice if it is so agreed;
  - (a) in the case of an Annual General Meeting, by all the Members entitled to attend and vote at such meeting; and

- (b) in the case of any other meeting by a majority in number of Members having a right to attend and vote at such a meeting, being a majority together holding not less than 95% of the total voting rights at that meeting of all the Members.
16. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall be given to all Members, Directors, Senior Honorary Officers and the Auditors.

### **PROCEEDINGS AT GENERAL MEETINGS**

17. No business shall be transacted at any General Meeting unless a quorum is present. Twenty persons entitled to vote upon the business to be transacted (or one-third of the total number of Members if lower) each being a Member present in person or by proxy or a duly authorised representative of a Member organisation shall constitute a quorum.
18. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine.
19. The Chairman, if any, or in his absence some other Director nominated by the Board shall preside as chairman of the meeting, but if neither the Chairman nor such Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman.
20. If no Director is willing to act as chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.
21. The Board may allow any person to attend any General Meeting as an observer but any such person shall only be able to speak at such meeting with the permission of the chairman and shall not be able to vote at such meetings.
22. The chairman of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
23. A resolution put to the vote of a meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

- (a) by the chairman of the meeting; or
  - (b) by a 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.
24. Unless a poll is duly demanded a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
25. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman of the meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
26. A poll shall be taken as the chairman of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
27. Polls must be taken immediately and in such manner as the chairman of the meeting directs. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the results of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

### **WRITTEN RESOLUTIONS**

28. Subject to **Article 34**, any resolution that may be passed validly at a General Meeting of the Company may be passed as a written resolution. A written resolution may be proposed by the Board or by five per cent or more of the Members (on written request to the Board).
29. If the Members exercise their right to propose a written resolution they may also require the Company to circulate with it an accompanying statement of up to 1,000 words on the subject matter of the resolution and such Members shall meet the costs of circulating the written resolution (and, where relevant, any accompanying statement), unless the Company resolves otherwise.
30. The Board must circulate any proposed written resolution to all Members, together with:
- (a) any accompanying statement;
  - (b) guidance on how to signify agreement to the resolution; and

- (c) the date by which the resolution must be passed if it is not to lapse.
31. A Member signifies agreement to a proposed written resolution when the Company receives from him an authenticated document (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it.
  32. Subject to **Article 33**, a written resolution is passed when:
    - (a) in the case of an Ordinary Resolution, a simple majority of the Members have signified their agreement to it; and
    - (b) in the case of a Special Resolution, at least 75% of the Members have signified their agreement to it.
  33. A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.
  34. The following may not be passed as a written resolution:
    - (a) a resolution to remove a Director before his period of office expires; and
    - (b) a resolution to remove an auditor before his period of office expires.

### **VOTES OF MEMBERS**

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

### **THE HOSPICE LOTTERIES ASSOCIATION**

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

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

38. Any Member of the Company entitled to attend and vote at any meeting of the Company shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote (by show of hands or poll) instead of him.
39. The instrument appointing a proxy shall be in writing signed by the appointor or his attorney duly authorised in writing and shall be in the following form or as near to it as circumstances admit, or in any other form which is usual or which the Board may approve.

### **THE HOSPICE LOTTERIES ASSOCIATION**

I [Member's name and address] being a Member of the above-named company hereby appoint [name and address of proxy holder] or failing him/her, [name and address of substitute] as my/our proxy to vote on my/our behalf at the [Annual/Extraordinary/Adjourned] General Meeting of the Company to be held on the ..... day of ..... and any adjournment thereof.

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

40. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting not less than 36 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.
41. An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
42. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
43. A vote given or poll demanded by the duly authorised representative of a Member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
44. A vote given or poll demanded in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation of the Member shall have been received at the Office before the commencement of the

meeting or adjourned meeting at which the proxy is used or the poll demanded or (in the case of a poll taken otherwise and on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

### **THE BOARD**

45. The number of Directors shall be not less than five but (unless otherwise determined by Ordinary Resolution) shall not more than fourteen.
46. The first Directors shall be the subscribers to the Memorandum, who shall be deemed to have been appointed under the Articles. Future members of the Board shall be appointed as provided subsequently in the Articles.
47. Except to the extent permitted by Clause 5 of the Memorandum, no member of the Board shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Director in any other contract to which the Company is a party.
48. The Directors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board (or its committees or sub-committees) or General Meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

### **POWERS OF THE BOARD**

49. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and are not by statute or by these presents required to be exercised by the Company in General Meeting. No alteration to the Memorandum or the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.
50. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as it determines.
51. The Board shall have power from time to time to make such regulations as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and the affairs thereof; as to prescribing classes of and conditions of membership and the rights and privileges of Members; as to the duties of any officers or servants of the Company; as to the conduct of the business of the Company by the Board or any committee or sub-committee and as to any of the matters or things within the power or under the control of the Board provided that the same shall not be inconsistent with the Articles.



52. The Board and the Company in General Meeting shall have power to repeal or alter or add to any regulations and the Board shall adopt such means as it thinks sufficient to bring to the notice of Members all such regulations which shall be binding on members.

### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

53. The Board shall comprise:-
- (a) the persons elected at the Annual General Meeting of the Company in accordance with **Article 56**; and
  - (b) any co-opted Directors appointed from time to time by the Board pursuant to **Article 60**.
54. Subject to earlier termination under **Articles 60** or **61**, a Director shall hold office until the conclusion of the second Annual General Meeting following that at which he is appointed.
55. At every Annual General Meeting unless re-elected each of the Directors for the time being who has reached the end of his term of office shall retire and vacate his office at the conclusion of the meeting.
56. At each Annual General Meeting, the Company shall elect as necessary (in accordance with procedures including as to eligibility determined by the Board from time to time) to serve as Directors of the Company :
- (a) the Honorary Officers i.e. the Chairman, Vice Chairman, Honorary Treasurer and Honorary Legal Adviser;
  - (b) up to ten other Directors;
- who shall take office from the conclusion of the Annual General Meeting at which they are appointed until the conclusion of the second Annual General Meeting following that at which they are appointed.
57. No person shall be appointed or reappointed a Director at any General Meeting:
- (a) unless he has attained the age of 18 years;
  - (b) in circumstances such that, had he already been a Director, he would have been disqualified from acting under the provisions of **Article 64**.
58. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a General Meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person who is recommended by the Board for appointment or reappointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a Director. The notice shall give the

particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of the members of the Board.

59. Subject as aforesaid, the Company may from time to time in General Meeting increase or reduce the number of Directors and may make the appointments necessary for effecting any such increase.
60. The Board may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director provided that:
  - (a) the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors;
  - (b) the number of persons co-opted by the Board in this manner does not exceed one-fifth of the total number of Directors appointed by the Company Members in General Meeting;
  - (c) the appointment of such co-opted Director by the Board complies with any other criteria the Board may from time to time decide upon.
61. A Director appointed pursuant to **Article 60** shall hold office only until the next following Annual General Meeting. If not reappointed at such Annual General Meeting, he shall vacate his office at the conclusion of that meeting.
62. Subject as aforesaid, a Director who retires at an Annual General Meeting may, if willing to act, be reappointed.

#### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

63. A Director shall cease to hold office if he:
  - (a) ceases to be a Director by virtue of any provisions of the Act or he becomes prohibited by law from being a Director;
  - (b) ceases to be the duly appointed representative of an organisation which is a Member;
  - (c) becomes bankrupt or makes any arrangement or composition with his creditors generally and the Board resolve that his office be vacated;
  - (d) becomes incapable by reason of mental disorder, illness or injury managing and administering his own affairs;
  - (e) resigns his office by notice to the Company (but only if at least two Directors will remain in office when the notice of resignation is to take effect); or
  - (f) is absent without the permission of the Board from all its meetings held within a period of six months and the Board resolves that his office be vacated.

64. In addition, the Company may by Special Resolution remove any Director before the expiration of his period of office and may by an Ordinary Resolution appoint another person who is a Member or duly appointed representative of an organisation which is a Member in his stead but any person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed.

### PROCEEDINGS OF THE BOARD

65. Subject to the provisions of the Articles, the Board may meet together for the despatch of business, adjourn and otherwise regulate its proceedings as it thinks fit but in any event shall meet at least two times in any calendar year. Two Directors may call a meeting of the Board. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.
66. The quorum for the transaction of the business of the Board may be fixed by the Board but shall not be less than four Directors.
67. The Board may act notwithstanding any vacancies but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors may act only for the purpose of filling vacancies or of calling a General Meeting.
68. The Chairman (appointed pursuant to **Article 56(a)**) shall preside at every meeting of Board at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.
69. The Board may delegate any of its powers or the implementation of any of its resolutions to any committee provided that:
- (a) the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
  - (b) the composition of any such committee shall be entirely at the discretion of the Board but shall comprise at least one Director and no meeting of any such committee shall be quorate unless at least one Director is present;
  - (c) the resolution making that delegation shall prescribe the terms of reference for such committee including (i) the extent of any delegated responsibility and/or authority and (ii) any such terms or conditions as the Board may from time to time think fit;
  - (d) the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary;

- (e) all delegations under this Article shall be revocable at any time.
- 70. All acts done by a meeting of the Board, or a committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or member of the committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or a member of the committee (as the case may be) and had been entitled to vote.
- 71. The Board may also invite any person to attend its meetings and to observe proceedings and to speak on any issue as requested but such person may not vote.
- 72. A resolution in writing, signed by all the Directors for the time being or any committee shall be as valid and effective as if it had been passed at a meeting of the Director or (as the case may be) such committee duly convened and held.
- 73. Directors and members of any committee may participate in or hold a meeting of the Board or any committee (as the case may be) by suitable electronic means agreed by the Board or committee (as the case may be) in which all participants may communicate with all the other participants.

#### **ADMINISTRATION**

- 74. The Board shall keep minutes in books kept for the purpose:
  - (a) of all appointments of officers made by the Board; and
  - (b) of all proceedings at meetings of the Company and of the Board and of committees and sub-committees of the Board including the names of those present at each such meeting.
- 75. Copies of the Minutes of each meeting of the Board and any other committee shall be circulated to the Directors within twenty one days of the meeting.
- 76. The Board shall appoint a Director to be responsible for secretarial and administrative functions and shall determine the duties to be undertaken by such officer.

#### **THE SEAL**

- 77. The seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director.

#### **BANK ACCOUNTS**

- 78. Any bank account in which any part of the assets of the Company is deposited shall indicate the name of the Company. All cheques and orders for the payment of money

from such account shall require two signatures at least one of which shall be that of the Honorary Treasurer.

### **ACCOUNTS AND RECORDS**

79. The Board must comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:
- (a) annual returns;
  - (b) annual reports; and
  - (c) annual statements of account.
80. Subject to the requirements of the Act, the Company may at a General Meeting impose reasonable restrictions as to the time and manner at and in which the books and accounts of the Company may be inspected by Members and subject to those restrictions the books and accounts shall be opened to inspection by Members at all reasonable times during usual business hours.
81. A copy of the Company's latest available statement of account or annual report must be supplied on request to any Director or Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a written request for it and pays the Company's reasonable costs.

### **AUDIT**

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

### **COMMUNICATIONS WITH MEMBERS**

83. The Company may validly send or supply any document (including any notice) or information to a Member:
- (a) by delivering it by hand to the address recorded for the Member in the register of members;
  - (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of members;
  - (c) by fax to a fax number notified by the Member in writing;
  - (d) by electronic mail to an email address notified by the Member in writing; or
  - (e) by means of a website the address of which has been notified to the Member in writing;

in accordance with these **Articles 83 to 90**.

84. The Company may only send a document or information to a Member by electronic mail:
- (a) where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and
  - (b) to the address specified for that purpose by the Member.
85. The Company may send a document or information to Member via a website if the Member concerned has not responded within 28 days of the Company sending him a request asking him to agree to the Company communicating with him in that manner, provided that:
- (a) the request stated clearly what the effect of failure to respond would be;
  - (b) when the request is sent to the Member, at least 12 months have passed since the Company last requested the Member to agree to receive the same or a similar type of document or information via a website;
  - (c) the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it; and
  - (d) the Company complies with the requirements of **Articles 86** and **87**.
86. When sending information or a document via a website, the Company must notify each intended recipient of:
- (a) the presence of the document or information on the website;
  - (b) the address of the website;
  - (c) the place on the website where it may be accessed; and
  - (d) how to access the document or information.
87. Where information or a document is sent to Members via a website in accordance with this Article, the document or information must remain on the website:
- (a) in the case of notice of a General Meeting, until after the General Meeting has ended; and
  - (b) in all other cases, for 28 days beginning with the date on which the Company sent notification pursuant to **Article 86**.
88. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (a) 24 hours after being sent by electronic means or delivered by hand to the relevant address;

- (b) two clear days after being sent by first class post to the relevant address;
  - (c) three clear days after being sent by second class or overseas post to the relevant address;
  - (d) on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with **Article 86**);
  - (e) on being handed to the Member (or, in the case of a Member organisation, its authorised representative) personally; or if earlier
  - (f) as soon as the Member acknowledges actual receipt.
89. A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.
90. Members may validly send any notice or document to the Company:
- (a) by post to the Company's registered office or any other address specified by the Company for such purposes; or
  - (b) to any fax number or email address provided by the Company for such purposes.

#### **INDEMNITY**

91. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled every director 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 judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto.
92. The Board shall have power to resolve pursuant to **Clause 4(20)** of the Memorandum to effect Indemnity Insurance notwithstanding their interest in such policy.

#### **WINDING-UP**

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

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Names of Subscribers

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Garth Caswell

Christine Crabtree

Helen Elliott

Carolyn Ingham

Anthony Lord

Colin Martindale

Richard Simmonite