

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

BRITISH SOCIETY FOR PROTEOME RESEARCH

1. The Company's name is "BRITISH SOCIETY FOR PROTEOME RESEARCH".

2. The Company's registered office is to be situated in England and Wales.

3. The Company's objects are:-

(a) To advance the science of proteomics;

(b) To further public education therein;

(c) To promote study and research work in proteomics and related subjects for the public benefit.

3.2 In furtherance of the above objects but not further or otherwise the Company shall have the following powers:-

3.2.1 To diffuse information on all matters affecting proteomics and to establish, print, publish, issue, circulate and sell such papers, magazines, journals, books, periodicals and publications as shall be necessary to attain the objects or in any way be beneficial to the work of the Society.

3.2.2 To hold seminars, lectures, discussion groups, conferences, workshops and symposia.

3.2.3 Subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit.

3.2.4 To lend money to and to take security for such loans from and to guarantee and become or give security for the performance of contracts and obligations by any charitable organisation or body.

3.2.5 To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise and to convert any donated goods to liquid or other funds provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company

shall only undertake such trading activities in raising funds for the above mentioned charitable objects as may be lawful.

3.2.6 To open and operate bank accounts and banking facilities of all kinds and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments.

3.2.7 To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.

3.2.8 To invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.

3.2.9 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which may be necessary or appropriate.

3.2.10 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.

3.2.11 Subject to Clause 4 hereof to engage or employ and to remunerate such professional advisers, agents, contractors and staff as may be necessary or appropriate.

3.2.12 To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows, widowers and other dependants.

3.2.13 To provide indemnity insurance to cover the liability of the Trustees:

(a) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Company;

(b) to make contributions to the assets of the Company in accordance with the provisions of Section 214 of the Insolvency Act 1986.

PROVIDED THAT any such insurance in the case of (a) shall not extend to:

(i) any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Company, or which the Trustees did not care whether it was in the best interests of the Company or not;

(ii) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;

(iii) any liability to pay a fine.

AND ALSO PROVIDED THAT any insurance in the case of (b) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

3.2.14 To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such charitable organisation, institution, society or body.

3.2.15 To establish and support or aid the establishment and support of any charitable companies, other charitable corporate bodies, charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way.

3.2.16 To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate.

3.2.17 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.

3.2.18 To do all such other lawful things as are necessary for the attainment of the above objects or any of them.

3.2.19 Provided that:-

3.2.19.1 In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

3.2.19.2 The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

3.2.19.3 In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commission for England and Wales, the Company shall not sell, mortgage, charge or lease the same without observing such procedures or obtaining such authority, approval or consent (if any) as may be required by law, and as regards any such property the Trustees of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as a governing body have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commission over such Trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

4. The income and property of the Company shall be applied solely towards the promotion of its objects 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 members of the Company, and no Trustee shall be appointed to any employment or 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 any payment in good faith by the Company:-

4.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a Trustee) for any services rendered to the Company;

4.2 of interest on money lent by any member of the Company or any Trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees;

4.3 of reasonable and proper rent for premises demised or let by any member of the Company or any Trustee;

4.4 of fees, remuneration or other benefit in money or money's worth to any company or other corporate body of which a Trustee may also be a member holding not more than 1/100th part of the capital of that company or other corporate body; and

4.5 to any Trustee of reasonable out-of-pocket expenses; and

4.6 of any premium in respect of any such indemnity insurance as is permitted by Clause 3.2.13 of the Memorandum of Association of the Company.

Provided also that no Trustee may be counted in the quorum, take part in the discussion on or vote on the authorisation of any payment to that Trustee or a company or corporate body in which that Trustee holds not more than 1/100th of the capital or to any person connected with that Trustee, being a payment pursuant to Clauses 4.2 to 4.5 (inclusive) above. For these purposes "a connected person" shall have the same meaning as in paragraph 1 of Schedule 5 to the Charities Act 1993.

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 is a member, or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he 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 the 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 similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property 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 cannot be given to such provision, then to some other charitable object.

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

BRITISH SOCIETY FOR PROTEOME RESEARCH

1. INTERPRETATION AND GENERAL PROVISIONS

1.1 In these Articles:-

"the Act" means the Companies Act 1985.

"communication" means the same as in the Electronic Communications Act 2000.

"electronic communication" means the same as in the Electronic Communications Act 2000.

"executed" includes any mode of execution.

"office" means the registered office of the Company.

"the seal" means the common seal of the Company.

"secretary" means any person appointed to perform the duties of the secretary of the Company.

"the Trustees" means the board of directors of the Company who shall be its directors for the purposes of the Act and of company law generally and shall, if and for so long as the Company is a charity, be its charity trustees for the purposes of charity law. Any references to the board or to a Trustee shall be read and construed accordingly.

"the United Kingdom" means Great Britain and Northern Ireland.

1.2 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, photography, and other modes of representing or reproducing words in a visible form.

1.3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act.

1.4 In these Articles any reference to any provision of any Act of Parliament or any other enactment shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

1.5 Words expressed in the masculine form are used in the generic and not the gender specific context.

1.6 Table A as prescribed by the Companies (Tables A to F) Regulations 1985 (S.I. 1985 No. 805), amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (S.I. 1985 No. 1052) and The Companies Act 1985 (Electronic Communications) Order 2000 (S.I. 2000 No. 3373), shall not apply to the Company.

1.7 Any reference to a period of days notice means 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.

## 2. OBJECTS

2.1 The Company is established for the objects expressed in the Memorandum of Association.

## 3. MEMBERS

3.1 The subscribers and such other persons as are admitted to membership and registered in the Register of Members of the Company shall be members of the Company.

3.2 Save where otherwise specified in these articles the rights and responsibilities of the membership categories shall be the same. There shall be four categories of membership as set out below:

3.2.1 Ordinary member, open for application by any person who supports the objects of the Company as defined below;

3.2.2 Retired member, open to Ordinary members of at least seven years' standing who have retired from active involvement in the Company's objects but wish to remain as members of the Company or to an Ordinary Member of at least seven years' standing who has not yet retired as aforesaid but is invited to become a Retired member by the Trustees (at their discretion). Any ruling by the Trustees that an Ordinary member is now retired as aforesaid or that a person not yet retired shall be invited to become a Retired member shall be final and binding;

3.2.3 Honorary members admitted to honorary membership as set out below;

3.2.4 Corporate members, being incorporated bodies that support the objects of the Company.

3.3 The minimum number of members of the Company shall be three.

3.4 Ordinary members are entitled to receive notice of, attend and vote at general meetings of the Company and may exercise one vote when voting on any matter. Honorary and Retired members are entitled to receive notice of and attend general meetings of the Company but do not have any voting rights. All the provisions of these articles regarding general meetings and voting, whether in person or by proxy shall be read and construed accordingly.

3.5 There shall not be more the ten Honorary members at any time. Admission to honorary membership shall be by nomination of the Trustees to the annual general meeting and a vote in favour of the nominated candidate by nine tenths of the votes cast (in person or by proxy) on the resolution to admit them to honorary membership.

3.6 All applicants for a membership class requiring application shall apply on the membership application form prescribed by the Trustees or by the Rules or Bye Laws of the Company for the time being. Every such applicant shall indicate the category of membership sought and provide such evidence of eligibility for the class of membership sought as may be required by the Trustees or by the Rules or Bye Laws of the Company for the time being. The Trustees shall have absolute discretion to accept or reject any application and need not give their reasons for doing so. Written notification of the decision of the Trustees on an application shall be sent to the applicant as soon as practicable after that decision is taken.

3.7 When an Ordinary member reaches retirement age his membership may be converted to Retired member.

3.8 Ordinary and Corporate members (but not Retired or Honorary members) shall pay an annual subscription at the rate approved by the annual general meeting. The rates prior to the first annual general meeting of the Company shall be determined by the Trustees. Due payment dates for annual subscriptions shall be specified in the Rules or Bye Laws of the Company and in default may be set by the Trustees. If any member fails to pay his subscription by the due date the Trustees may resolve that his membership is terminated. Written notice of any such resolution shall be given to the former member as soon as practicable.

3.9 Membership of the Company shall not be transferable and shall cease on death or, in the case of a corporate body, on completion of its winding up or on any other dissolution of that body.

3.10 A member may resign his membership in writing at any time provided that after such resignation the number of members is not less than three.

3.11 All admissions of persons as members of the Company and all cessations of membership (for whatever reason) shall be recorded in the Register of Members of the Company in accordance with the requirements of Section 352 of the Act.

#### 4. GENERAL MEETINGS

4.1 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. Provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Council shall appoint. All general meetings other than annual general meetings shall be called extraordinary general meetings.

4.2 The Trustees may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 368 of the Act. 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 an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Trustees.

#### 5. NOTICE OF GENERAL MEETINGS

5.1 General meetings shall be called by at least 28 days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to the members of the Company, the Trustees and the auditors (if any).

Provided that 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:-

5.1.1 in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and

5.1.2 in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than 95 per cent. of the total voting rights at that meeting of all the members.

5.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## 6. PROCEEDINGS AT GENERAL MEETINGS

6.1 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, eleven members present in person or by proxy shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon 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 to such other day and at such other time and place as the Trustees may determine.

6.2 The chairman, if any, of the Trustees shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he 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 chairman of the meeting. If at any meeting no Trustee is willing to act as chairman or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the members of the Company present shall choose one of their number to be chairman of the meeting.

6.3 The chairman 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 the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

6.4 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 on the declaration of the result of the show of hands) demanded:-

6.4.1 by the chairman; or

6.4.2 by at least two members present in person or by proxy; or

6.4.3 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.

6.5 Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings 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 such resolution.

6.6 The demand for a poll may be withdrawn.

6.7 Except as provided in Article 6.9, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

6.8 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

6.9 A poll demanded on the election of a chairman, 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 chairman 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.

## 7. VOTES OF MEMBERS

7.1 Every member in a category of membership entitled to vote shall have one vote.

7.2 A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in mental health, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis or other person in the nature of a committee, receiver, or curator bonis appointed by that court, and any such committee, receiver, curator bonis or other person may, on a poll, vote by proxy.

7.3 No member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the Company have been paid.

7.4 Any member of the Company entitled to attend and vote at a general meeting shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the member to speak at the meeting.

7.5 On a poll or on a show of hands votes may be given either personally or by proxy or, in the case of a corporate body, by its authorised representative.

7.6 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.

7.7 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 of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than 48 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, not less than 24 hours before the time appointed for the taking of the poll. Provided that in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications –

7.7.1 in the notice convening the meeting; or

7.7.2 in any instrument of proxy sent out by the Company in relation to the meeting; or

7.7.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting;

the proxy must 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. Any proxy lodged in default of the provisions of this Article shall not be treated as valid.

7.8 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

" Limited.  
  
I/We of in the County of being a member/members of the above named Company, hereby appoint of or failing him of as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on the day of 20 , and at any adjournment thereof.  
  
Signed this day of 20 ."

7.9 Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

" Limited.  
  
I/We of in the County of being a member/members of the above named Company, hereby appoint of or failing him of as my/our proxy to vote for



accompanied by the nominated candidate's written consent to stand. Where the nomination is in respect of an Officer position it must specify the position to which the candidate is being nominated for appointment.

9.5 Save where otherwise specified in this Article 9, a term of office for an Officer or an elected Trustee shall be three years, commencing at the annual general meeting at which he was appointed and ending at the third following annual general meeting. The Officers and the elected Trustees may serve terms as follows:-

9.5.1 Officers may serve two successive terms in the office in question. At the end of the second term a retiring Officer may be nominated as a candidate for a different but not the same office or as a candidate to be a Trustee who is not an Officer.

9.5.2 Retiring Trustees may be nominated as candidates for re-appointment as Trustees without limit on number of successive terms.

9.5.3 A retiring Trustee may be nominated as a candidate for an Officer position subject always to Article 9.5.1 above.

9.6 For the purposes of Article 9.5.1 above, the first term of office of an Officer appointed as a first Officer pursuant to Article 9.3 above shall be deemed to run from the date of his appointment until the date of the first annual general meeting.

9.7 The Trustees may fill a vacancy amongst the Officers or the elected Trustees provided that the appointment does not cause the number of Trustees to exceed any maximum number for the time being in force pursuant to the provisions of these Articles. A person so appointed shall hold office until the next following annual general meeting. He shall retire at that meeting but may, if eligible, willing and duly nominated stand for re-appointment to a first full term of office at that meeting.

## 10. TRUSTEES' EXPENSES

10.1 The Trustees shall be paid all reasonable out-of-pocket expenses properly incurred by them in attending and returning from meetings of the Trustees or any committee of the Trustees or general meetings of the Company or otherwise properly incurred in connection with the business of the Company.

## 11. BORROWING POWERS

11.1 The Trustees may in furtherance of the objects of the Company but not otherwise exercise all the powers of the Company to borrow money, and, subject always to Sections 38 and 39 of the Charities Act 1993, 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 or of any charitable organisation or body subject to such consents as may be required by law.

## 12. POWERS AND DUTIES OF THE TRUSTEES

12.1 The business of the Company shall be managed by the Trustees, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulations, being not inconsistent with the

aforesaid 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 that regulation had not been made. In the exercise of the aforesaid powers and in the management of the business of the Company, the Trustees shall always be mindful that they are charity trustees within the definition of section 97 of the Charities Act 1993 as the persons having the general control and management of the administration of a charity.

12.2 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, by not less than two persons authorised by resolution of the Trustees from time to time.

### 13. TRUSTEES' INTERESTS

13.1 A Trustee shall declare to the board of Trustees any personal interest, whether direct or indirect, in any matter to be discussed at any meeting of the Trustees. A Trustee with an interest shall not be counted in the quorum at the meeting at which the matter is to be discussed and shall not vote in respect of any such matter and if he does so vote his vote shall not be counted.

### 14. PROCEEDINGS OF THE TRUSTEES

14.1 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 chairman shall have a second or casting vote. A Trustee may, and the secretary on the request of a Trustee shall, at any time summon a meeting of the Trustees.

14.2 The quorum necessary for the transaction of the business of the Trustees may be fixed by the Trustees (but shall not be less than two), and unless so fixed shall be three or one-third of the number of Trustees for the time being whichever shall be the greater number.

14.3 The continuing Trustees may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Trustees, the continuing Trustee or Trustees may act for the purpose of increasing the number of Trustees to that number, or of summoning a general meeting of the Company, but for no other purpose.

14.4 The Trustees may elect a chairman of their meetings and determine the period for which he is to hold office; but, if no such chairman is elected, or if at any meeting the chairman 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 chairman of the meeting.

14.5 The Trustees may delegate any of their powers to committees consisting of such persons 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 on it by the Trustees and shall fully and promptly report all acts and proceedings to the Trustees as soon as is reasonably practicable. A committee shall not have any expenditure powers unless otherwise expressly authorised by the Trustees.

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

14.7 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 members present, and in the case of an equality of votes the chairman of the meeting shall have a second or casting vote.

14.8 All acts done by any meeting of the Trustees or of a committee of the Trustees, 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 Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee.

14.9 A resolution in writing, signed by all the Trustees for the time being entitled to receive notice of a meeting of the Council, shall be as valid and effectual as if it had been passed at a meeting of the Council duly convened and held.

## 15. DISQUALIFICATION OF TRUSTEES

15.1 The office of a Trustee shall be vacated if the Trustee:-

15.1.1 becomes bankrupt or makes any arrangement or composition with his creditors generally; or

15.1.2 becomes prohibited from being a charity trustee by reason of section 72 of the Charities Act 1993 or any order made under any provision of the Act or any other statute or otherwise becomes prohibited by law from being a charity trustee; or

15.1.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or

15.1.4 resigns his office by notice in writing to the Company; or

15.1.5 is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 317 of the Act; or

15.1.6 ceases to be a member of the Company.

## 16. MINUTES

16.1 The Trustees shall cause minutes to be made in books provided for the purpose of all appointments of officers made by the Trustees; of the names of the Trustees present at each meeting of the Trustees and of any committee of the Trustees; of all resolutions and proceedings at all general meetings of the Company, and meetings of the Trustees and of committees of the Trustees.

## 17. SECRETARY

17.1 Subject to section 13(5) of the Act, the secretary shall be appointed by the Trustees for such term, at such remuneration and upon such conditions as the Trustees may think fit; and any secretary so appointed may be removed by the

Trustees. Provided always that no Trustee may occupy the salaried position of secretary.

17.2 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Trustee and the secretary shall not be satisfied by its being done by or to the same person acting both as a Trustee and as, or in place of, the secretary.

## 18. TREASURER

18.1 The Trustees may, if they think fit, appoint a Treasurer. A person so appointed may be selected from amongst the serving Trustees (but does not have to be). The duties and responsibilities of the Treasurer shall be determined by the Trustees and may be varied by them from time to time. Provided always that no Trustee may be remunerated for holding the office of Treasurer.

## 19. THE SEAL

19.1 If the Company has a seal the Trustees shall provide for its safe custody and it shall only be used by the authority of the Trustees or of a committee of the Trustees authorised by the Trustees in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Trustee and shall be countersigned by the secretary or by a second Trustee or by some other person appointed by the Trustees for the purpose.

## 20. ACCOUNTING RECORDS, ACCOUNTS AND RETURNS

20.1 The Trustees shall cause accounting records to be kept in accordance with the provisions of the Act. The accounting records shall be kept at the registered office of the Company or, subject to the provisions of the Act, at such other place or places as the Trustees think fit, and shall always be open to the inspection of the officers of the Company.

20.2 The Trustees shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members of the Company not being Trustees, and no member (not being a Trustee) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Trustees or by the Company in general meeting.

20.3 Annual accounts and reports shall be prepared, approved by the Trustees, audited (if required by law), circulated to the members of the Company and filed at Companies House and with the Charity Commission in the form and within the time limits applicable to the Company pursuant to the Act (as modified by the Charities Act 1993 and regulations made thereunder).

20.4 In every year a company annual return shall be filed with Companies House as required by section 363 of the Act and a charity annual return shall be filed with the Charity Commission as required by the Charities Act 1993 and regulations made thereunder.

## 21. AUDIT

21.1 If required by the Act auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

## 22. NOTICES

22.1 Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Trustees) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this article 22, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.

22.2 The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Company by the member. 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 an address to which notices may be sent using electronic communications, 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.

22.3 A member present, either in person or by proxy or, in the case of a corporate body, by authorised representative, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

22.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

## 23. DISSOLUTION

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

## 24. RULES OR BYE LAWS

24.1 The Trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may by such rules or bye laws regulate:-

24.1.1 the admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members.

24.1.2 the conduct of members of the Company in relation to one another, and to the Company's servants.

24.1.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes.

24.1.4 the procedure at general meetings and meetings of the Trustees and committees of the Trustees in so far as such procedure is not regulated by these presents.

24.1.5 and, generally, all such matters as are commonly the subject matter of company rules.

24.2 The Company in general meeting shall have power to alter or repeal the rules or bye laws and to make additions thereto and the Trustees shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such Rules or Bye Laws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

## 25. PROTECTION FROM LIABILITY

For the purposes of this article a "Liability" is any liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office. Subject to the provisions of the Act and without prejudice to any protection from liability which may otherwise apply:

25.1 the Trustees shall have power to purchase and maintain for any auditor of the Company and any officer of the Company (not being a Trustee or auditor of the Company), insurance against any Liability.

25.2 the Trustees shall have power to purchase and maintain for any Trustee such insurance against any Liability as is permitted by clause 3.2.11 of the Memorandum of Association of the Company.

25.3 every Trustee or auditor of the Company and every officer of the Company (not being a Trustee or auditor of the Company) shall be indemnified out of the assets of the Company against any loss or liability incurred by him in defending any proceedings 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 any Liability.