

The Companies Act 1985
Company Limited by Guarantee
And not having a Share Capital

MEMORANDUM OF ASSOCIATION

Of

THE FEDERATION OF PRIVATE RESIDENTS' ASSOCIATIONS LIMITED

Company Number: 01992130

1. The name of the Company (hereinafter called "the Company") is "The Federation of Private Residents' Associations Limited".
2. The registered office of the Company will be situate in England and Wales
3. The objects for which the Company is established are:
 - (A) To collect, diffuse and co-ordinate the views of private tenant and of tenants' and/or residents' associations in the United Kingdom in relation to the rights of tenants and the management of privately owned dwellings and on behalf of these persons and Associations collectively to make representations to Her Majesty's Government or any other authorities wherever necessary.
 - (B) To prepare a programme of necessary reforms of law and otherwise for the amendment of legislation affecting tenants and management of privately owned flats and to take such action as may be deemed expedient to secure those reforms.
 - (C) To promote and to assist whether financially or otherwise in the formation of private tenants' and residents' associations and the operation thereof.
 - (D) To provide advice to members on any matters relating to private tenants and resident associations.
 - (E) To encourage co-operation of private tenants and private tenants; and residents' associations for their mutual benefit and assistance.
 - (F) To print, publish, sell and distribute any books, papers, periodicals, magazines, journals, pamphlets, advertisements any other forms of literature in connection with the promotion of the Company's objects.
 - (G) To promote by meeting, publications, exhibitions, the delivery of lectures and addresses and by any other means the collection any dissemination of knowledge about the work of the Company.
 - (H) To purchase, 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 or convenient for the promotion of its objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.

- (I) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as it may think expedient with a view to the promotion of its objects.
- (J) To borrow or raise money for the purposes of the Company on such terms in such manner and on such security as the Company may think fit.
- (K) To invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property in any part of the world, whether real or personal, movable or immovable, 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 and subject also as hereinafter provided.
- (L) To make grants and gifts of all or any part of the moneys, property and assets of the Company from time to time as the Council may think expedient to any institution, society, trust or organisation whether corporate or unincorporated with objects similar in whole or in part to those of the Company.
- (M) To lend and advance money or give credit to any person or company; to guarantee and give guarantees or indemnities for the payment of money of the performance of contracts of obligations by any person or company; to secure or undertake in any way the repayment of money lent or advance to or the liabilities incurred by any person or company and otherwise to assist any person or company and generally to enter into and execute such indemnities, guarantees and insurances as may be deemed necessary or convenient for the promotion of the Company's objects.
- (N) To undertake and execute any trusts which may lawfully be undertaken by the Company and may be conducive to its objects.
- (O) To amalgamate or enter into partnership or into any arrangement for union of interest co-operation, joint venture, reciprocal concession or otherwise, with or to transfer its engagements and surplus assets to any company, person or body carrying on or engaged in or about to carry on or engage in any activity, business or transaction which the Company is authorised to carry on or in any activity, business or transaction capable of being conducted so as directly or indirectly to benefit the Company or incidental or conducive to the attainment of its objects or constitution or establishment of such company, persons or body preclude the distribution of its income or property among its members or contributors to an extent at least as great as is imposed on this Company by Clause 4 of this Memorandum.
- (P) To accept any bequest, devise, gift, subscription or donation whatsoever whether or not the same shall be subject to any special conditions or trusts.
- (Q) To establish and support or aid in the establishment and support of any trust, institution, society, or organisation, corporate or unincorporated in any way connected with the purposes of the Company or calculated to further its objects and to subscribe or guarantee money for approved purposes and to affiliate to or

accept affiliate from anybody with objects similar in whole or in part to those of the Company.

- (R) To establish and support or aid in the establishment or support of the and subscribe or guarantee money to any institution, society or organisation, corporate or unincorporate or any fund which may be for the benefit of any persons who are or may have been paid officers and servants of the Company or the wives, children or other dependent, relatives or paid officers of the Company; to give pensions, gratuities or charitable aids to any such persons; to make payments towards insurance for and to form and contribute to provident and benefit funds for the benefit of any such persons.
- (S) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
- (T) In this clause "Residents' Management Company" means any of the following:
 - (a) a limited company which is wholly or mainly owned by the leaseholders in the relevant block or estate and which manages the block or estate whether or not it also holds an estate in the land and whether or not it delegates some or all of the management functions to a managing agents;
 - (b) a body of trustees which comprises most or all of the leaseholders in the relevant block or estate and which carries out similar functions to a limited company such as that described at sub-sub clause (a) of this sub-clause;
 - (c) a Right to Manage (RTM) company as defined by section 73 of the Commonhold and Leasehold Reform Act 2002;
 - (d) a Right to Enfranchise (RTE) company, as defined by section 4A of the Leasehold Reform, Housing and Urban Development Act 1993 (as inserted in that Act by section 122 of the Commonhold and Leasehold Reform Act 2002);
 - (e) a Commonhold association, as defined by section 34 of the Commonhold and Leasehold Reform Act 2002.

4. Provided that:

- (i) 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.
- (ii) the Company shall not support with its funds any object or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Company would make it a Trade Union.

And 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 member of its Governing Body shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or monies worth from the Company; PROVIDED that nothing herein shall prevent the payment in good faith by the Company:

(a) of a reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Governing Body) being a Solicitor or other person engaged in any profession who shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm in connection with the execution of the objects hereof.

(b) of interest at a reasonable and proper rate on money lent or reasonable and proper rent for premises demised or let by any member of the Company or its Governing Body.

(c) to any member of its Governing Body of out of pocket expenses.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceased 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, such amount as may be required not exceeding one pound.

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 on or more trust, institution, society or organisation, corporate or unincorporated having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as is imposed on the Company under or by virtue of Clause 4 hereof, such organisation or organisations to be determined by Ordinary Resolution of the Company at or before the time of dissolution.

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ARTICLES OF ASSOCIATION

Of

THE FEDERATION OF PRIVATE RESIDENTS' ASSOCIATIONS LIMITED

INTERPRETATION

1. In these regulations

The Act	The Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
The Articles	means the articles of the Company.
Clear days	in relaxation to the period of a notice means that period excluding the day when the notice is given or deemed to be given or on which it is to take effect.
Document	includes, unless otherwise specified, any document sent or supplied in electronic form
Electronic Form	has the meaning given in section 1168 of the Companies Act 2006
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 the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company including a joint assistant or deputy secretary.
The United Kingdom	means Great Britain and Northern Ireland.
Writing	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

Unless the context otherwise requires, words or expression contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company.

MEMBERS

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

A Member may be any association whether corporate or unincorporated representing tenants and/or leaseholders in dwellings whose members are tenants or lessees including those carrying out management or their own block or estate of flats or dwellings, and including Residents' Management Companies (as defined in sub-clause (T) of Clause 3 of the Memorandum of Association).

3. The Executive Committee may from time to time prescribe the rates of subscription payable by members and any refund of subscription shall be at the discretion of the Executive Committee.

4. The Executive Committee may at any time and from time to time in its absolute discretion admit to be a member any corporation trust or unincorporated association who shall apply for such membership in the manner for the time being prescribed by the Executive Committee and who shall upon admission and while such membership continues pay to the Company as hereinbefore provided an annual subscription of such sum as the Executive Committee shall from time to time prescribe.

5. (a) A member shall cease to be such in any of the following circumstances:-

- (1) If an annual subscription in respect of any year shall remain payable and unpaid for two months after the end of the year in which it falls due; or
- (2) If the member resigns from membership by notice in writing.
- (3) If the member shall be removed by a majority of those present and voting at a duly convened meeting of the Executive Committee.

Provided always that no member shall be removed unless:-

- (i) Such member shall have had at least twenty-eight days of the notice in writing of the date of the meeting and grounds on which his removal is sought.
- (ii) Such member has had an opportunity of stating its case to, and of defending itself before the Executive Committee.
- (iii) Each member of the Executive Committee shall have had at least seven days notice prior to the meeting that the business of the day will be or include the question of the removal of a member or members and
- (iv) The member has conducted itself in a manner which in the discretion of the Executive Committee is prejudicial to the interests of the Company or unfits it for membership of the Company.

(4) If the Executive Committee in its discretion decline to accept a renewal of the subscription of any member the Executive Committee shall not be required to state its reasons for its decision.

(b) The rights of a member shall terminate on dissolution, winding up or liquidation and may not be transferred or transmitted.

GENERAL MEETING

8. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Executive Committee and shall specify the meeting as such in the notices calling it, provided that so long as the Company holds its first Annual General Meeting within eighteen months after its incorporation. It need not hold it in the year of its incorporation or the following year.

9. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

10. The Executive Committee may whenever it thinks fit convene general meetings and on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an Extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient members of the Executive Committee to call a General Meeting any member of the Executive Committee or member of the Company may call a General Meeting.

NOTICE OF GENERAL MEETINGS

11. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution or a Resolution appointing a person as a member of the Executive Committee shall be called by at least 21 clear days notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days notice but a General Meeting may be called by shorter notice if it is so agreed:-

(a) In the case of an Annual General Meeting, by all the members entitled to attend and vote thereat; and

(b) In the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than 95% of the total voting rights at the meeting of all the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such.

The notice shall be given to all the members and to all members of the Executive Committee and Auditors.

11A. All notices of General Meetings and any other documents which the Company may be required to give to members may be given in Electronic Form subject to the right of any member to require that such notices or other documents should thereafter be given to it in

hard copy form (provided that the exercising of such right by any member shall not invalidate any notice in Electronic Form that has already have been given to it).

12. The accidental omission to give notice of a meeting to, or non-receipt of such notice by any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

13. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided fourteen members entitled to vote and present personally (as described in Article 26(i)) or by proxy shall be a quorum.

14. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Executive Committee may determine.

15. The Chairman of the Executive Committee shall preside as Chairman at every General Meeting, but if there are no such Chairman, or if any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Vice Chairman of the Company, if present and willing, shall preside. Otherwise the members of the Executive Committee present shall select a member of the Executive Committee, if any be present and willing to preside. If all the members of the Executive Committee present decline to take the chair or if no member of the Executive Committee is present the members present and entitled to vote shall choose some member of the Company who shall be present to preside as Chairman for that meeting.

16. 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 business which might have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, at least seven 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.

17. 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 or

(b) by at least 2 members having the right to vote at the meeting or

(c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

18. Unless a poll be so demanded a declaration by the Chairman 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 made 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 that resolution.

19. The demand for a poll, may before the poll is taken be withdrawn out only with the consent of the Chairman and a demand so with drawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

20. A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

21. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other he may have.

22. A poll shall be taken forthwith. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

23. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days notice shall be given specifying the time and place at which the poll is to be taken.

24. No poll shall be demanded on the election of a Chairman of a meeting, or any question of adjournment.

25. Votes on a poll may be given in person or by proxy in accordance with Articles 26, 27 and 27A.

VOTES OF MEMBERS

26. Every member shall have one vote and this vote shall be exercised both at a General Meeting and when a resolution is to be passed in writing in the following ways:

- (i) A member may without any further formality be represented by any of the following: its Chairman, Secretary, Treasurer or (if different from the preceding) Main Contact, as advised to the Office of the Company in its application for membership, or to renew membership, or as otherwise advised in writing to the Office of the Company from time to time. In the event that more than one representative of a member attends a General Meeting, or if there is disagreement as to how a vote is to be cast on a written resolution, the representative who has the right to cast the vote shall be determined in the order of priority set out above.
- (ii) A member may alternatively appoint in accordance with Articles 26A and 26B any person as its proxy.

27.—(1) Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which—

- (a) states the name and address of the member appointing the proxy;

- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Executive Committee may determine; and
 - (d) is delivered to the company in accordance with the articles and section 327 of the Companies Act 2006 (or of any statutory re-enactment thereof) and any instructions contained in the notice of the general meeting to which they relate.
- (2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as—
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

27A.—(1) A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that member.

(2) An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the member by whom or on whose behalf the proxy notice was given.

(3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

28. 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.

POWERS OF THE EXECUTIVE COMMITTEE

29. Subject to the provisions of the Act and the Memorandum of Association the business of the Company shall be managed by the Executive Committee who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company, as it thinks fit and may exercise all the powers of the Company, subject nevertheless to such regulations, being not inconsistent with the aforesaid 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 Executive Committee which would have been valid if such regulation had not been made. The powers given by this regulation shall not be limited by any special power given to the Executive Committee by the Articles of Association and a meeting of the Executive Committee at which a quorum is present may exercise all powers exercisable by the executive Committee.

30. The members for the time being of the Executive Committee may act notwithstanding any vacancy in their body; provided always that in case the members of the Executive Committee shall at any time be or be reduced to less than the number of prescribed by or in accordance with these presents as the necessary quorum of the Executive Committee, it

shall be lawful for them to act as the Executive Committee for the purpose of admitting members, filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

ELECTION OF THE EXECUTIVE COMMITTEE

31. The Executive Committee shall be elected each year at the Annual General Meeting (excluding the first Annual General Meeting).

32. From the second Annual General Meeting and thereafter one third of the Executive Committee shall retire from office and subject to the provisions of the Act the members of the Executive Committee to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last appointed on the same date as those to retire shall (unless they otherwise agree among themselves) be determined by lot.

33. If the Company at the meeting at which a member of the Executive Committee retires by rotation, does not fill the vacancy the retiring member shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the member of the Executive Committee is put to the meeting and lost.

34. No person other than a member of the Executive Committee retiring by rotation shall be appointed or reappointed a member of the executive Committee at any general meeting unless:-

(a) he is recommended by the Executive Committee or

(b) his nomination has been given to the Secretary not less than one calendar month before the date fixed for the Annual General Meeting.

All such nominations must be seconded and in the case of a representative of a Member his nomination must be seconded by the committee or governing body of that Member. No Member shall nominate more than one of its own members for election.

35. Not less than seven or more than twenty-eight clear days before the date appointed for holding a General Meeting, notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a member of the Executive Committee retiring by rotation at the meeting) who is recommended by the Executive Committee for election as a member of the Executive Committee 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 election as a member of the Executive Committee. The notice shall give such particulars of that person as the Executive Committee may decide.

36. Subject as aforesaid, the Company may by Ordinary Resolution elect a person who is willing to act as a member of the Executive Committee either to fill a vacancy or as an additional member and may also determine the rotation in which any additional members are to retire.

37. The Executive Committee may co-opt a person who is willing to act to be a member of the Executive Committee to fill a vacancy or as an additional member, provided that the co-

option does not cause the number of members to exceed any number fixed by or in accordance with those Articles as the maximum number of members of the Executive Committee. A member so co-opted shall hold office only until the conclusion of the next following Annual General Meeting and shall not be taken into account in determining the members who are to retire by rotation at the meeting but shall be eligible for election.

38. Subject as aforesaid, a member of the Executive Committee who retires at an Annual General Meeting may, if willing to act, be reappointed. If he is not re-elected he shall retain office until the end of the meeting.

39. The number of the elected members of the Executive Committee shall not, unless the Company in General Meeting otherwise determine, exceed twenty including the Chairman, Vice-Chairman, Honorary Secretary and Honorary Treasurer, all which officers shall be elected by the Executive Committee from amongst their number at the first meeting of the Executive Committee following the Annual General Meeting, but in the first year, at the first meeting of the Executive Committee following incorporation.

40. The first members of the Executive Committee until the second Annual General Meeting shall be Arthur Johnston, Salmon James, Peter Hering, Wendy Nicolson, Michael Derome, Constance Beckett, Judith Brench, Nancy Crawshaw, Julie Ferguson, Reginald Jones, Edgar Mellor, Roy Rosser, Philippa Turner, Arthur Weaver.

DISQUALIFICATION AND REMOVAL OF MEMBERS OF THE EXECUTIVE COMMITTEE

41. The office of a member of the Executive Committee shall be vacated if:-

(a) he ceases to hold office by virtue of an provision of the Act or he becomes prohibited by law from holding office

(b) he becomes bankrupt or makes any arrangement or composition with his creditors generally or if being a Company is wound up whether voluntarily or compulsorily or

(c) he is, or may be, suffering from mental disorder and either -

(i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act; or

(ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a deputy, curator bonis or other person to exercise powers with respect to his property or affairs; or

(d) he resigns his office by notice in writing to the Company; or

(e) he shall for more than six consecutive months have been absent without permission of the members of the Executive Committee from meetings of the Executive Committee held during that period and the members of the Executive Committee resolve that his office be vacated.

42. No member of the Executive Committee shall vacate office or be ineligible for re-election nor shall any person be ineligible for election or co-option as a member of the Executive Committee by reason only of his having attained any particular age.

PROCEEDINGS OF THE EXECUTIVE COMMITTEE

43. The Executive Committee may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

44. A member of the Executive Committee may, and on the request of a member of the Executive Committee the Secretary shall, at any time summon a meeting of the Executive Committee by notice served upon the several members of the Executive Committee. A member of the Executive Committee who is absent from the United Kingdom shall not be entitled to notice of a meeting.

45. A meeting of the Executive Committee at which a quorum is present shall be competent to exercise all the authorities, powers and discretions or by under the regulations of the Company for the time being vested in the Executive Committee generally.

46. The Executive Committee may delegate any of its powers to sub-Committees consisting of such member or members of the Company as it thinks fit, and any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Executive Committee. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these present for regulating the meetings and proceedings of the Executive Committee so far as applicable and so far as the same shall not be superseded by any regulations made by the Executive Committee.

47. All acts bona fide done by any meeting of the Executive Committee or of any sub-committee referred to above or by any person acting as a member of the Executive Committee, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member 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 or had duly continued in office and was qualified to be a member of the Executive Committee.

48. The Executive Committee shall cause proper minutes to be made of all appointments of officers made by the Executive Committee and of the proceedings of all meetings of the Company and of the Executive Committee and of any sub-committees, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

49. A resolution in writing signed by all the members for the time being of the Executive Committee or of any sub-committee, who are entitled to receive notice of a meeting of the Executive Committee, or of a meeting of such sub-committee shall be as valid and effectual as if it had been passed at a meeting of the Executive Committee, or of such sub-committee duly convened and constituted.

SECRETARY AND HONORARY OFFICERS

50. A Secretary may be appointed by the Executive Committee for such time, and upon such conditions as it may think fit and may be removed by them. The provisions of Sections 282 and 284 of the Act shall apply and be observed. The Executive Committee may from time to time by resolution appoint (or remove) a deputy Secretary and an assistant Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

51. The Executive Committee may at any time and from time to time appoint any person to be a president and any person to be Vice Presidents upon such terms as the Executive Committee may think fit and such Presidents and Vice Presidents may be removed at any time by a resolution of the Executive Committee.

THE SEAL

52. (a) The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Executive Committee, and, unless otherwise decided by the directors, the instrument must also be signed by at least one authorised person in the presence of a witness who attests the signature.

(b) For the purposes of this article, an authorised person is –

- (i) any director of the company;
- (ii) the Secretary (if any).

(c) In favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

ACCOUNTS

53. The Executive Committee shall cause proper books of accounts to be kept with respect to:

- (a) all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditures take place
- (b) All sales and purchases of goods by the Company and
- (c) the assets and liabilities of the Company

Proper books shall not be deemed to be kept if there are not kept such books of accounts as are necessary to give a true and fair view of the state of the affairs of the Company and to explain its transactions.

54. The books of account shall be kept at the Office, or, subject to the provisions of the Act, at such other place or places as the Executive Committee shall think fit, and shall always be open to the inspection of the members of the Executive Committee.

55. the Executive Committee 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 not being

members of the Executive Committee, and no member (not being a member of the Executive Committee) shall have any right of inspecting any accounting record or other book or document of the Company except as conferred by statute or authorised by the Executive Committee or by ordinary resolution of the Company.

56. At the Annual General Meeting in every year the Executive Committee shall lay before the members a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Company) made up to a date not more than four months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Executive Committee and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto are to accompany the same shall not less than twenty-one days before the date of the meeting, subject nevertheless to the provisions of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in manner in which notices are hereinafter directed to be served. The Auditor's report shall be open to inspection.

AUDIT

57. At least once in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

58. Auditors shall be appointed and their duties regulated in accordance with the Act, the members of the Executive Committee being treated as the Directors.

FINANCE

59. All monies payable to the Company shall be received by the Treasurer or such other officers of the Company or such bank as the Executive Committee shall appoint to receive the same. The receipt of the Treasurer or such other officer or bank shall be a sufficient discharge.

60. All monies payable to the Company shall be paid into a banking account or accounts kept in the name of the Company at such bank or banks as the Executive Committee shall from time to time appoint and cheques shall only be drawn signed and endorsed in such manner and by such persons as the Executive Committee shall from time to time direct.

NOTICES

61. The company may give any notice to a member either personally or by sending it by post in a pre-paid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

62. A member present, 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.

63. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the Executive Committee need not be in writing.

64. The accidental omission to give notice of a meeting (whether such meeting be of the Company the Executive Committee or a sub-committee thereof) to or non-receipt of such notice by any person entitled to receive notice thereof shall not invalidate any resolution passed a proceeding had at that meeting.

INDEMNITY

65. Subject to the provisions of the Act of the Company, the Executive Committee and any sub-committee thereof and any member of any such body as aforesaid and any Officer of the Company shall not be liable for any act or omission of any Officer official servant or agent thereof unless the act is expressly authorised in writing by or on behalf of the Executive Committee and every member of the Company or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by 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.

65A.—(1) The Executive Committee may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant member of the Executive Committee or employee or consultant engaged by the Company in respect of any relevant loss.

(2) In this article—

(a) a “relevant member of the Executive Committee” means any member of the Executive Committee or former member of the Executive Committee of the Company,

(b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant member of the Executive Committee in connection with that member’s duties or powers in relation to the Company.

PUBLICATIONS

66. No printed document affecting the policy of the Company no publication of any kind whatsoever shall be issued in the name of the Company without the written approval of the Executive Committee first being obtained.

DISSOLUTION

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