

THE COMPANIES ACTS

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

THE FOLLY FELLOWSHIP

DEFINITIONS AND INTERPRETATION

1. In these articles:

	Term	Meaning
1.1	“address”	includes a number or address used for the purposes of sending or receiving documents by electronic means
1.2	“Articles”	these Articles of Association of the Company
1.3	“Company”	The Folly Fellowship
1.4	“circulation date”	in relation to a written resolution, has the meaning given to it in the Companies Acts
1.5	“clear days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
1.6	“Companies Acts”	has the meaning given to it in section 2 of the Companies Act 2006
1.7	“Conflict of Interest”	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company
1.8	“electronic form” and “electronic means”	have the meanings respectively given to them in the Companies Act 2006
1.9	“hard copy” and “hard copy form”	have the meanings respectively given to them in the Companies Act 2006
1.10	“Hour”	any full period of an hour but not including any part of a day that is a Saturday Sunday or Bank Holiday in England
1.11	“Memorandum”	the Memorandum of Association of the Company
1.12	“Secretary”	the secretary of the Company (if any)
1.13	“Trustee” and “Trustees”	the director and directors as defined in the Companies Acts

- 1.14 Subject to Article 1.15, any reference in these Articles or the Memorandum to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it;
- 1.15 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles became binding on the Company.

OBJECTS:

2. The Company is established for the objects expressed in the memorandum of Association.

MEMBERS:

- 3.1 The number of members with which the Company proposes to be registered is 4 but the Board may from time to time register an increase of members;
- 3.2 The subscribers to the Memorandum of Association and such other persons as the Board shall admit to membership shall be members of the Company;
- 3.3 An application for membership may be approved or rejected by the Board. The Board shall have the right for good and sufficient reason to terminate the membership of any member provided that the member concerned shall have a right to be heard before a final decision is made;
- 3.4 Unless the Trustees or the Company in general meeting shall make other provisions pursuant to the powers contained in Article 22, the Trustees may in their absolute discretion permit any members of the Company to retire provided that after such retirement the number of members is not less than 4.

GENERAL MEETINGS:

- 4.1 The Company shall hold an annual general meeting once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Trustees think fit.
- 4.2 The Trustees may call a general meeting at any time. The Trustees shall call a general meeting on receiving a requisition to that effect, signed by at least 10% of the members having the right to attend and vote at general meetings. In default, the requisitionists may call a general meeting in accordance with the Companies Acts.

NOTICE OF GENERAL MEETINGS:

- 5.1 All general meetings shall be called by either:
 - 5.1.1 at least 14 clear days' notice; or
 - 5.1.2 shorter notice if it is so agreed by a majority of the members having a right to attend and vote at that meeting. Any such majority shall together represent at least 90% of the total voting rights at that meeting of all the members.
- 5.2 Every notice calling a general meeting shall specify the place, day and time of the meeting, whether it is general or annual general meeting, and the general nature of the business to be transacted. If a special resolution is to be proposed, the notice shall include the proposed resolution and specify that it is proposed as a special resolution. In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a general meeting.
- 5.3 Notice of general meetings shall be given to every member, to the Trustees, to any patron(s) of the Company, and to the accountants or auditors of the Company (as the case may be).

5.4 Notice of general meetings shall be served in accordance with Article 19.

PROCEEDINGS AT GENERAL MEETINGS:

- 6.1 No business shall be transacted at any general meeting unless a quorum is present. The quorum shall be three persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporate member.
- 6.2 If a quorum is not present within half an hour from the time appointed for the meeting, 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 Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

Attendance

- 6.3 A Trustee may, even if not a member, attend and speak at any general meeting.

Chair

- 6.4 The chair, if any, of the Trustees or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of every general meeting, but if neither the chair nor such other Trustee (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chair and, if there is only one Trustee present and willing to act, he or she shall be chair. If no Trustee is willing to act as chair, or if no Trustee 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 chair save that a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair.

Adjournment

- 6.5 The chair may, with the consent of a general 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a general meeting is adjourned for 14 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.

Poll

- 6.6 A resolution put to the vote of a general 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 Companies Acts, a poll may be demanded:
- 6.6.1 by the chair; or
 - 6.6.2 by at least two members present in person or by proxy and having the right to vote at the meeting; or
 - 6.6.3 by any person who, by virtue of being appointed proxy for one or more members having the right to vote at the meeting, holds two or more votes; or
 - 6.6.4 by a member or members present in person or by proxy representing at least one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 6.7 Unless a poll is duly demanded a declaration by the chair 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.

- 6.8 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 6.9 A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 6.10 A poll demanded on the election of the chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. 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.
- 6.11 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.

VOTING AT GENERAL MEETINGS:

- 7.1 On a show of hands every person present and entitled to vote shall have a maximum of one vote. On a poll every member present in person or by proxy shall have one vote.
- 7.2 In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.
- 7.3 No member shall be entitled to vote at any general meeting unless all monies presently payable by him or her to the Company have been paid.
- 7.4 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his or her receiver, curator bonis or other person authorised in that behalf appointed by that court and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the registered office of the Company, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 7.5 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 chair whose decision shall be final and binding.

Proxies

- 7.6 The appointment of a proxy shall be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):-

“The Folly Fellowship

Name of member appointing the proxy:

Address:

I/We hereby appoint [name of proxy] of [address of proxy] as my/our proxy to vote in my/our name(s) and on my/our behalf at the meeting of the Company to be held on [date], and at any adjournment thereof.

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

<i>Resolution No 1</i>	<i>*for</i>	<i>*against</i>	<i>*abstain</i>	<i>*as the proxy</i>
				<i>thinks fit</i>
<i>Resolution No 2</i>	<i>*for</i>	<i>*against</i>	<i>*abstain</i>	<i>*as the proxy</i>
				<i>thinks fit</i>
<i>All other resolutions properly put to the meeting</i>	<i>*for</i>	<i>*against</i>	<i>*abstain</i>	<i>*as the proxy</i>
				<i>thinks fit</i>

*Strike out whichever is not desired.

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

Signed:

Dated:"

- 7.7 Unless the appointment of a proxy indicates otherwise, it must be treated as:
- 7.7.1 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
- 7.7.2 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.
- 7.8 The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may:
- 7.8.1 in the case of an instrument in writing be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting at least 48 Hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 7.8.2 in the case of an appointment sent by electronic means, where an address has been specified for the purpose of receiving documents or information by electronic means:
- (a) in the notice convening the meeting; or
- (b) in any instrument of proxy sent out by the Company in relation to the meeting; or
- (c) in any invitation to appoint a proxy issued by the Company in relation to the meeting which is sent by electronic means;
- 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;
- 7.8.3 in the case of a poll taken more than 48 Hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and at least 24 Hours before the time appointed for the taking of the poll; or
- 7.8.4 where the poll is not taken forthwith but is taken not more than 48 Hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary (if any) or to any Trustee;
- and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.
- 7.9 A proxy for a member who is entered on the register of members as being a representative of an unincorporated association or body may be appointed either by the member or by the unincorporated association or body.
- 7.10 A vote given or poll demanded by proxy shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the registered office of the Company or at such other place at which the appointment of the proxy was duly deposited or, where the appointment of the proxy was sent

by electronic means, at the address at which such appointment was duly received, before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

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

Written resolutions

- 7.12 Subject to Article 7.14, a written resolution of the Company passed in accordance with these Articles 7.12 to 7.18 shall have effect as if passed by the Company in general meeting:

7.12.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.

7.12.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as special resolution.

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

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

- 7.15 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Company's auditors (if appointed) in accordance with the Companies Acts.

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

7.16.1 If the document is sent to the Company in hard copy form, it is authenticated if it bears the member's signature.

7.16.2 If the document is sent to the Company by electronic means, it is authenticated if it bears the member's signature, or if the identity of the member is confirmed in a manner specified by the Trustees, or if it is from an email address specified by the member to the Company for the purposes of receiving documents or information by electronic means.

- 7.17 A written resolution is passed when the required majority of eligible members have signified their agreement to it.

- 7.18 A proposed written resolution lapses if it is not passed within 56 days beginning with the circulation date.

ORGANISATIONS ACTING BY REPRESENTATIVES AT MEETINGS:

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

BOARD OF TRUSTEES:

- 9.1 The minimum number of Trustees shall be three;
- 9.2 The Trustees shall be paid all reasonable expenses properly incurred by them in attending and returning from Board meetings or general meetings of the Company or in connection with the business of the Company.

BORROWING POWERS:

10. The Board may exercise all the powers of the Company to borrow money, and to mortgage or charge the whole or any part of its undertaking and property, 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 third party.

POWERS AND DUTIES OF THE BOARD OF TRUSTEES:

- 11.1 The business of the Company shall be managed by the Board who may pay all expenses incurred in the formation of the Company, and may exercise all such powers of the Company as are not required to be exercised by the Company in general meeting. Any such requirement may be imposed either by the Act or by these articles or by any regulation made by the Company in general meeting; but no such regulation shall invalidate any prior act of the Board which would have been valid if that regulation had not been made;
- 11.2 All charges and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, indorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time determine.

DISQUALIFICATION OF TRUSTEES:

- 12.1 The office of Trustee shall be vacated if the Trustee:
 - 12.1.1 becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - 12.1.2 he or she ceases to be a Trustee by virtue of any provision of the Companies Acts, or he or she becomes prohibited by law (including being disqualified under the Charities Act 1993) from being a Trustee; or
 - 12.1.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or
 - 12.1.4 resigns his office by written notice to the Company (but only if at least four Trustees will remain in office when the notice of resignation is to take effect); or
 - 12.1.5 is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in accordance with the Companies Acts; or
 - 12.1.6 at a general meeting of the Company, a resolution is passed that he or she be removed from office, provided the meeting has invited the views of the Trustee concerned and considered the matter in the light of such views; or
 - 12.1.7 the office of Trustee shall be vacated if the Trustee is determined by a resolution passed by the majority of the Trustees to have acted otherwise than in accordance with the best interests of the Company.

ELECTION OF TRUSTEES:

- 13.1 All officers and Trustees shall be appointed for a maximum period of three years, and the officers and Trustees are to agree between them the even rotation of officers and Trustees over that period;
- 13.2 A retiring Trustee shall be eligible for re-election;

- 13.3 The Company at the meeting at which a Trustee retires in the above manner may fill the vacated office by electing a person to it, and in default the retiring Trustee shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Trustee shall have been put to the meeting and lost;
- 13.4 No person other than a Trustee retiring at the meeting shall, unless recommended by the Board, be eligible for election to the Board at the general meeting unless, not less than 3 nor more than 21 days before the date set for the meeting, there shall have been left at the registered office of the Company notice in writing signed by a member qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected;
- 13.5 No person shall be eligible for election as a Trustee unless he or she is a member of the Company in good standing;
- 13.6 The Company may from time to time by ordinary resolution increase or reduce the number of Trustees;
- 13.7 The Board shall have power at any time to appoint any person to be a Trustee, either to fill a casual vacancy or as an addition to the existing Trustees but so that the total number of Trustees shall not at any time exceed any maximum number fixed in accordance with these Articles. Any Trustee so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election for a maximum period of three years;

PROCEEDINGS OF THE BOARD OF TRUSTEES:

- 14.1 The Board may meet together for the dispatch of business, adjourn, and otherwise regulate its meetings, as it thinks 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 Board Meeting. Notices of Board meetings shall be given to all Trustees including those resident outside of the United Kingdom provided that such notice need not be given to any Trustee permanently resident in the United Kingdom but temporarily absent at the time the notice is given;
- 14.2 The quorum necessary for the transaction of the business of the Board may be fixed by the Board from time to time and, unless so fixed, shall be two, so that:–
 - (a) in the case of a resolution by Trustees in telegraphic communications, all such Trustees shall be counted in the quorum; and
 - (b) in the case of a meeting of Trustees, in addition to the Trustees present at the Meeting, any Trustee taking part in the meeting by telephone shall be counted in the quorum.

A meeting of Trustees at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Trustees.
- 14.3 The Board may act notwithstanding any vacancy in its body, but, if and so long as its number is reduced below the number fixed by or pursuant to the articles of the Company as the necessary quorum of Trustees, the Board 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 Board may elect a chairman of its 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 5 minutes after the time appointed for holding the same, the Trustees present may choose one of their number to chair the meeting;
- 14.5 The Board may delegate any of its powers to sub-committees consisting of such persons as it thinks fit; any sub-committees so formed (in this case, the Executive Committee) shall conform to any regulations that may be imposed on it by the Board and shall report all acts and proceedings to the Board as soon as reasonably practicable;
- 14.6 A sub-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 5 minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting;

- 14.7 A sub-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 shall have a second or casting vote;
- 14.8 All acts done by any meeting of the Board or a sub-committee, 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 a Trustee, 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 or sub-committee member;
- 14.9 A resolution in writing, signed by all the Trustees entitled to receive notice of a Board meeting, shall be as valid and effectual as if it had been passed at a Board meeting duly convened and held, and may consist of several documents in like form each signed by one or more Trustees.

Conflicts of interest

- 14.10 Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.
- 14.11 Whenever a matter is to be discussed or decided at a meeting and a Trustee has a Conflict of Interest in respect of that matter then, subject to Article 14.13, he or she must:
- 14.11.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;
- 14.11.2 not be counted in the quorum for that part of the meeting; and
- 14.11.3 withdraw during the vote and have no vote on the matter.
- 14.12 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.

Trustees' power to authorise a conflict of interest

- 14.13 The Trustees may (subject to such terms as they may impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:
- 14.13.1 any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which he or she has a Conflict of Interest; and
- 14.13.2 the manner in which a Conflict of Interest arising out of any Trustee's office, employment or position may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum
- provided that when deciding to give such authorisation the provisions of Article 14.11 shall be complied with and provided that nothing in this Article 14.13 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with the Memorandum.
- 14.14 If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 14.13 then, even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 14.15 A Trustee shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 14.13 (subject to any limits or conditions to which such approval was subject).
- 14.16 When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Company by withholding confidential information

from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

SECRETARY:

- 15 A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
- 15.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and
- 15.1 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

THE SEAL:

16. The Board shall provide for the safe custody of the seal, which shall be used only by the authority of the Board or of a sub-committee authorised by the Board 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 Board for the purpose.

MINUTES:

17. The Trustees shall cause minutes to be made in books kept for the purpose:
- 17.1 of all appointments of officers made by the Trustees;
- 17.2 of all resolutions of the Company and of the Trustees; and
- 17.3 of all proceedings at meetings of the Company and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;
- and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Company, be sufficient evidence of the proceedings. The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

RECORDS AND ACCOUNTS:

18. The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts (as may be the case), and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
- 18.1 annual reports;
- 18.2 annual returns;
- 18.3 annual statements of account.

COMMUNICATIONS BY AND TO THE COMPANY:

- 19.1 Subject to the provisions of the Companies Acts and these Articles:

- 19.1.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form, in electronic form or (in the case of communications by the Company) by making it available on a website;
- 19.1.2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement; and
- 19.1.3 a document or information (including any notice) may only be given, sent or supplied by being made available on a website if the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner, or if the recipient is deemed to have so agreed in accordance with the Companies Acts.
- 19.2 Any document or information (including any notice) sent to a member under the Articles may be sent to the member's postal address as shown in the Company's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member, provided that:
- 19.2.1 a member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company; and
- 19.2.2 the Company is not required to send notice of a general meeting or a copy of its annual report and accounts to a member for whom it no longer has a valid address.
- 19.3 Any document to be served on the Company or on any officer of the Company under the Articles may only be served:
- 19.3.1 in the case of documents in hard copy form, by sending or delivering them to the Company's registered office or delivering them personally to the officer in question; or
- 19.3.2 in the case of documents in electronic form, by sending them by electronic means:
- (a) to an address notified to the members for that purpose; and
- (b) from an address previously notified to the Company by the member for the purpose of sending and receiving documents and information.
- 19.4 A member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 19.5 Where a document or information is sent or supplied under the Articles:
- 19.5.1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
- 19.5.2 Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.
- 19.5.3 Where the document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:-

- (a) the material is first made available on the website; or
 - (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.
- 19.6 Where any document or information has been sent or supplied by the Company by electronic means and the Company receives notice that the message is undeliverable:
- 19.6.1 if the document or information has been sent to a member and is notice of a general meeting of the Company or a copy of the annual report and accounts of the Company, the Company is under no obligation to send a hard copy of the document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so; and
 - 19.6.2 in all other cases, the Company will send a hard copy of the document or information to the member's postal address as shown in the Company's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.
 - 19.6.3 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

IRREGULARITIES:

20. The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

DISSOLUTION:

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

RULES OF BYELAWS:

- 22.1 The Board may from time to time make such rules or byelaws as it may deem necessary 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 above, it may by such rules or byelaws regulate:
- 22.1.1 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;
 - 22.1.2 the conduct of members of the Company in relation to one another, and to the Company employees;
 - 22.1.3 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;
 - 22.1.4 the procedure at general meetings of the Board and sub-committees in so far as such procedure is not regulated by these Articles;
 - 22.1.5 generally all such matters as are commonly the subject matter of Company rules;
 - 22.1.6 categories of Membership are defined as follows:
Individual (fully-paid up, honorary and life);

Family (or joint membership);
Organisation (Corporate).

- 22.2 The Company in general meeting shall have power to alter or repeal the rules or byelaws and to make additions to them, and the Board shall adopt such means as it deems sufficient to bring to the notice of members of the Company all such rules or byelaws, which so long as they shall be in force, shall be binding on all members of the Company provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

HEADINGS AND INTERPRETATION:

- 23.1 The headings in these Articles shall not be taken as part of them or in any manner affect the interpretation or construction of the same.
- 23.2 All references to the masculine gender shall include the feminine and to the singular shall include the plural. Words denoting persons shall include corporations.

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Dated the 20th day of March 1991

Witness to all of the above signatures:

Mr J. B. Gammons of Flat 6, 10 Christchurch Road, London N8 9QL

Witness to the signature of Drs Wim Meulenkamp:

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