THE COMPANIES ACTS 1948 to 2006

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

THE HAVERING THEATRE TRUST LIMITED

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Ref: 306535/2

THE COMPANIES ACTS 1948 to 2006

COMPANY LIMITED BY GUARANTEE

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MEMORANDUM OF ASSOCIATION

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THE HAVERING THEATRE TRUST LIMITED

(Amended pursuant to a Special Resolution passed on 21 May 2009)

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1. NAME

The Company's name is The Havering Theatre Trust Limited (the "**Charity**")[1].

2. REGISTERED OFFICE

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

3. OBJECTS

The objects for which the Company is established are to promote, maintain, improve, and advance education and the Arts, particularly by the production of plays and the encouragement of the Arts, including the Arts of drama, mime, dance, singing and music, and to formulate, prepare and establish schemes therefor, provided that all objects of the Company shall be of a charitable nature.

4. POWERS

In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):

(a) To present, promote, organise, provide, manage and produce such plays, dramas, comedies, operas, operettas, burlesques, films, broadcasts, concerts, musical pieces, puppet shows, ballets, entertainments, exhibitions and other forms of art, whether on any premises of the Company or elsewhere, as are conducive to the promotion, maintenance, improvement and advancement of education or to the encouragement of the Arts.

(b) To purchase, acquire and obtain interests in the copyright of, or the right to perform or show any opera, play, mime, comedy, drama, film, film scenario, stage piece, broadcasting script, musical composition or other form of art which can be used or adapted for the objects of the Company.

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[1] The Charity's name was changed from The Hornchurch Theatre Trust Limited on 1 September 1994.

(c) To enter into agreements with authors, actors, dancers, composers, musicians, producers, entertainers, script writers and all other persons whose services are considered to be necessary for the carrying out of the objects of the Company.

(d) To make, purchase, hire or otherwise acquire plant, machinery, furniture, fixtures, fittings, scenery and all other effects of every description necessary or convenient or usually or normally used in connection with or for the purpose of all or any of the objects of the Company.

(e) To invite and receive grants, donations, public funding and contributions from any person or persons whatsoever and otherwise to raise funds provided that the Charity may only carry on trading activities as expressly permitted in this Memorandum.

(f) Subject to the provisions of Clause 5 of this Memorandum, to retain and employ staff and professional or technical advisers or workers in connection with the objects of the Charity and to pay such fees for their services as may be thought expedient, and to establish and support pension, superannuation and other schemes for the benefit of persons employed by the Charity.

(g) To receive, educate and train students in drama, opera, music, dancing, painting and other arts and to promote the recognition and encouragement of exceptional merit in students by the institution and presentation of scholarships, exhibitions, grants, medals or other prizes or benefactions.

(h) To establish, subsidise, promote, co-operate or federate with, affiliate or become affiliated to merge with, act as trustees or agents for, or manage or lend money or other assistance to any association, society or other body, corporate or unincorporate, established for charitable purposes only and to co-operate with manufacturers, dealers, or other traders, and with the press and other sources of publicity.

(i) To travel and tour in England or elsewhere with companies for the production, presentation or performance of any dramatic, musical, artistic and choreographic entertainments and exhibitions of an educational nature and to rent, hire, lease or otherwise occupy any premises for the purpose of the production, presentation or performance of any such entertainments and exhibitions.

(j) Subject to such consents as may be required by law from time to time to take on a lease or otherwise occupy and use the Queen's Theatre Hornchurch and to purchase, lease, hire or otherwise acquire and to hold, sell, let, licence, mortgage, dispose of, turn to account, grant security over and otherwise deal with all or any assets, real and personal property and any rights or privileges of the Charity (including without limitation intellectual property of any kind) which the Charity may think necessary or convenient for the promotion of its objects, and to maintain, construct, alter, renovate, pull down and convert any buildings or erections necessary or convenient for the work of the Charity.

(k) To take any gift of property, whether subject to any trust or not, for any one or more of the objects of the Charity.

(l) To undertake and execute any charitable trusts which may lawfully be undertaken by the Charity, and may seem directly or indirectly to be directly within or ancillary to its objects.

(m) To open and operate bank accounts and other facilities for banking in the name of the Charity and subject to such consents as may be required by law from time to time and subject as hereinafter provided, to borrow or raise money for the objects of the Charity, and to execute and issue security as the Charity shall think fit, including in respect of loans and grants, and including mortgages, charges or securities over the whole or any part of its assets, present or future.

(n) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(o) To invest the moneys of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to delegate the investment of such monies to such appropriately qualified persons as the Charity shall think fit.

(p) To permit any investments of the Charity to be held in the name of any clearing bank, trust corporation or any stockbroking company which is a member of the Stock Exchange (or any subsidiary of such a stockbroking company) as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such.

(q) To establish, promote, or assist any company or companies with charitable objects all or any of which are similar to the objects of the Charity whether or not for the purpose of acquiring all or any of the property, rights and liabilities of such companies or for the purpose of carrying on any activity which the Charity is authorised to carry on or for any other charitable purpose which may seem directly or indirectly calculated to benefit the Charity in the furtherance of its objects.

(r) To make and receive any charitable donation either in cash or assets which the Charity may deem expedient.

(s) To purchase or otherwise acquire and undertake all or any of the property, assets, liabilities and engagements of any one or more of the associations, societies or bodies with which the Charity is authorised to co-operate or federate.

(t) To promote and foster a theatre club for the purpose of promoting the primary objects of the Charity and to grant it and to assist it in obtaining such facilities as may be necessary and appropriate to the establishment of such a club.

(u) To carry on any trade or business within the Object of the Charity which can in the opinion of the Charity be advantageously carried on in fulfilment of the Charity's Object and to carry on any trade or business which is ancillary to any such trade or business.

(v) To carry on any trade or business not falling within Power 4(u) above to the extent permitted by applicable law from time to time and to the extent that it does not amount to taxable trading. For these purposes taxable trading means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Object, the profits of which are subject to corporation tax.

(w) To establish, acquire and hold shares in any body corporate, firm, partnership or limited liability partnership for the purposes of that body corporate, firm, partnership or limited liability partnership carrying out any lawful trade, business or activity.

(x) To reimburse the Trustees and officers of the Charity for all reasonable expenses incurred by them in the proper discharge of their duties as Trustees or officers of the Charity.

(y) To conduct and defend litigation.

(z) To pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation, registration and establishment of the Charity.

(aa) To do all such other lawful things as are incidental to the attainment of the objects of the Charity or any of them.

5. **MEMBERS' AND TRUSTEES' INTERESTS**

The income and property of the Charity shall be applied solely towards the promotion of its Object as set forth in this Memorandum of Association, and no portion shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Trustees or Members of the Charity, provided that nothing herein shall prevent any payment in good faith by the Charity to any member or Trustee:-

(a) of reasonable and proper remuneration to:-

(i) any Trustee or Member of the Charity for any goods or services provided to the Charity other than in his or her capacity as a Trustee (but otherwise whether or not in his or her capacity as a solicitor, accountant, surveyor or other person engaged in any profession);

(ii) any body corporate, firm, partnership, limited liability partnership or other body or organisation of which a Trustee or Member is a member, shareholder, partner, director or employee ("**Organisation**") for any goods or services rendered to the Charity;

in each case, on the condition that:-

(A) that Trustee or Member shall not be entitled to vote on a resolution or attend any part of a meeting concerning the terms concerning his or her appointment or the appointment of the relevant Organisation for the provision of goods or services or on any payment made or to be made to him or her or the relevant Organisation;

(B) no resolution relating to payments to that Trustee or Member or any relevant Organisation shall be effective unless it is passed at a meeting at which there is present a quorum which consists only of persons not remunerated at that time under this Clause 5(a) and persons who are not a member, shareholder, partner, director or employee of a relevant Organisation; and

(C) at no time shall a majority of the Trustees benefit under this provision;

(b) of interest at a reasonable and proper rate on money lent by any Member or by a Trustee;

(c) of reasonable and proper rent or consideration for premises demised, let or sold to the Charity by any Member or Trustee;

(d) to any Member or Trustee in respect of reasonable out-of-pocket expenses;

(e) of any premium in respect of any indemnity insurance to cover the liability of the Trustees and/or Members 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 Charity; provided that any such insurance shall not extend to:

(i) any claim arising from any act or omission which:

(A) the Trustees knew to be a breach of trust or breach of duty; or

(B) was committed by the Trustees in reckless disregard of whether or not it was a breach of trust or breach of duty; and

(ii) the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees; and

(f) without prejudice to Clause 5(e) to any Member or Trustee pursuant to Section S73F of the Charities Act 1993;

(g) of any loans, grants, donations or any other kind of financial assistance to any individual, group of individuals, partnership, limited liability partnership, body corporate, local authority or other public body other than a Trustee who or which conducts or promotes any activity that furthers the Object of the Charity.

Without prejudice to Clause 5(a) or any other express provision in this Memorandum nothing in the Memorandum or Articles of Association of the Company shall amount to an express provision that prohibits the relevant person from receiving remuneration as provided by S73A(6) of the Charities Act 1993; and for these purposes it is intended that Condition D of S73A of the Charities Act 1993 should apply to the Company and be satisfied and that the Company should be able to take advantage of the provisions of S73A of that Act.

6. LIMITED LIABILITY

The liability of the Members is limited.

7. GUARANTEE

Every Member of the Charity undertakes to contribute to the assets of the Charity, 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 Charity 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 amongst themselves, such amount as may be required not exceeding one pound.

8. **SURPLUS ASSETS UPON WINDING UP**

If upon the winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the Members of the Charity, but shall be given or transferred to some other society, institution or organisation having objects similar to the objects of the Charity, to be determined by the Members of the Charity at the time of dissolution or in default thereof by such Tribunal or Court of Justice as shall have or acquire jurisdiction in the matter, and if and so far as the provision aforesaid may fail to take effect then to some society, institution or organisation which is established for charitable purposes only.

9. **ACCOUNTS AND AUDIT**

True accounts shall be kept of the sums of money received and expended by the Charity, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Charity: and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Charity for the time being, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be examined or, if required, audited and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors as may be required by the Acts or Applicable Charity Legislation.

10. **INDEMNITY**

The Company may indemnify any Trustee or other officer of the Company against any liability incurred by him or her in that capacity, to the extent permitted by Sections 232 to 235 of the 2006 Act and as otherwise permitted by applicable law.

11. **INTERPRETATION**

Words and expressions in this Memorandum that are defined in the Articles shall have the same meanings as in the Articles unless the context otherwise requires.

WE, the subscribers to this Memorandum of Association, wish to be formed into a charitable company pursuant to this Memorandum.

NAMES AND ADDRESSES OF SUBSCRIBERS		SIGNATURE
Name	**Address**	**Signature**

THE COMPANIES ACTS 1985 to 2006

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ARTICLES OF ASSOCIATION

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THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE
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ARTICLES OF ASSOCIATION

of

THE HAVERING THEATRE TRUST LIMITED[2]

(Adopted pursuant to a Special Resolution passed on 21 May 2009)

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12. INTERPRETATION

12.1 In the Memorandum and in these Articles, unless the context indicates another meaning:

"the 1985 Act"	means the Companies Act 1985;
"the 2006 Act"	means the Companies Act 2006;
"the Acts"	means the 1985 Act and the 2006 Act including any statutory amendment, modification, re-enactment or substitution of either of them and any regulations made under them for the time being in force;
"Applicable Charity Legislation"	means the Charities Act 1993, including any statutory amendment, modification, re-enactment or substitution of that Act (including without limitation pursuant to the Charities Act 2006), and all subordinate legislation or regulation for the time being in force pursuant to it including without limitation any regulation in respect of charity accounts;
"**Articles**"	means these Articles of Association as originally adopted or as from time to time altered;
"**Chair**"	means the Chair of the Trustees appointed under Article 13;
"**the Charity**"	means the company intended to be regulated by these Articles;
"the Council"	means The Council of the London Borough of Havering;
"**clear days**"	in relation to the period of a 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] The Charity's name was changed from The Hornchurch Theatre Trust Limited on 1 September 1994.

"**General Meeting**"	means a general meeting of the Charity;
"**Member**"	means an individual or organisation who is a member of the Charity for the purposes of the Acts;
"**Memorandum**"	means the Charity's Memorandum of Association;
"**the Objects**"	means the Objects of the Charity as defined in clause 3 of the Memorandum;
"**Secretary**"	means the company secretary of the Charity (if any);
"**Trustee**"	means a director of the Charity;
"United Kingdom"	means England, Scotland, Wales and Northern Ireland.

12.2 Expressions defined in the Acts have the same meaning in these Articles.

12.3 References to an Act of Parliament are to that Act as amended, modified or re-enacted from time to time and to any subordinate legislation made under it.

13. MEMBERS AND PATRONS

13.1 The Members of the Charity are those persons listed in the Charity's Register of Members.

13.2 Membership of the Charity is open to any individual interested in promoting the Objects who:

(a) is prepared to act in the best interests of the Charity and to promote its charitable Objects as set out from time to time in the Memorandum;

(b) subject to Article 2.5(e), is a Trustee (or becomes one at the same time as becoming a Member);

(c) applies to the Charity in the form required by the Trustees (if any); and

(d) is approved by the Trustees.

13.3 Unless the Trustees otherwise determine by resolution of 75% of the Trustees, a person is deemed to have applied for membership of the Charity, and that application is deemed to have been accepted by the Trustees, upon the appointment of that person as a Trustee without any further formality (including, without limitation, signing the register of members or applying or consenting in writing to become a Member).

13.4 Membership of the Charity is not transferable.

13.5 Membership is terminated if the Member concerned:

(a) not being a sole Member, gives seven clear days' written notice of resignation to the Charity; or

(b) dies or (in the case of an organisation) ceases to exist; or

(c) not being a sole Member, fails to pay any subscription within three months after the date of due payment (but in such a case the Member may be reinstated on payment of the amount due); or

(d) is removed from membership by resolution of the Trustees by reason of conduct inconsistent with membership of the Charity, provided that the Trustees shall give the Member not less than fourteen clear days' notice of their intention to consider the resolution and invite the Member to submit written representations before a decision is made; or

(e) ceases to be a Trustee unless that member is a sole Member in which case he or she may be a sole Member without being a Trustee for as long as he or she is a sole Member.

13.6 The Trustees may appoint Patrons of the Charity who shall have such duties as the Trustees may determine in agreement with the Patrons. Patrons shall be entitled to attend such meetings as the Trustees shall determine in consultation with the Patrons. Patrons shall not have voting rights and may not be Trustees.

14. REGISTERS

14.1 The Trustees shall cause the following registers to be maintained and kept at the Registered Office of the Charity:

(a) a Register of Trustees;

(b) a Register of Members;

(c) a Register of the interests of the Trustees in debentures of the Charity; and

(d) a Register of Patrons.

15. GENERAL MEETINGS

15.1 The Charity must hold a general meeting in each year as its Annual General Meeting at such time and place as the Trustees appoint and must specify the meeting as such in the notice calling it. Not more than fifteen months may elapse between the date of one Annual General Meeting of the Company and that of the next, provided that so long as the Charity 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 is held for the following purposes:

(a) to receive from the Trustees a full statement of account;

(b) to receive from the Trustees a report of the activities of the Charity since the previous Annual General Meeting;

(c) to accept the retirement of those Trustees who are due to retire at the Meeting;

(d) to elect Trustees to fill vacancies arising;

(e) to appoint the Charity's auditors; and

(f) to transact such other business as may be brought before it.

15.2 The Trustees may, whenever they think fit, call a General Meeting and General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by the Acts. If at any time there are not sufficient Trustees to form a quorum, any Trustee or any Member may call a General Meeting.

15.3 General Meetings shall be attended in person or by proxy unless the Members for sufficient reason agree to participation under Article 4.4.

15.4 Subject to Article 4.2, any Member may participate in a General Meeting by means of conference telephone or other communications equipment which permits each participant to hear each of the other participants addressing the meeting and, if he or she wishes to do so, to address all the other participants simultaneously. Participation in the meeting in this manner constitutes presence of the person at the meeting and entitles any Member so present to vote and count in the quorum. Such a meeting shall be regarded as taking place where the largest number of the group of those participating is or, if there is no such largest number, where the Chairman is for that meeting.

16. **NOTICE OF GENERAL MEETINGS**

16.1 A General Meeting called for the passing of a Special Resolution must be called by at least twenty-one clear days' notice in writing. All other General Meetings must be called by at least fourteen clear days' notice in writing, 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 Members entitled to attend and vote at the Meeting or by such other majority as is allowed by the Acts from time to time; and

(b) in the case of any other General Meeting, by a majority in number of the Members having a right to attend and vote together representing not less than 90 per cent of the total voting rights at the meeting of all the Members or by such other majority as is allowed by the Acts from time to time.

16.2

The notice shall specify:

(a) the date and time of the meeting;

(b) the place of the meeting, and, in the case of a meeting under Article 4.4, the contact details for the meeting;

(c) the general nature of that business to be transacted; and

(d) that the Member has the right to appoint a proxy under section 324 of the 2006 Act.

16.3 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, does not invalidate the proceedings at that meeting.

17. PROCEEDINGS AT GENERAL MEETINGS

17.1 No business may be transacted at any General Meeting unless there is a quorum present. Five Members present in person are a quorum. If, however, the purpose of the General Meeting is to appoint one or more Trustees pursuant to their powers to do so under the Acts because there are fewer than five Trustees, then the quorum for the transaction of business at that meeting shall be one or more Members for that sole purpose.

17.2 The Chair, if any, of the Trustees shall preside at a General Meeting of the Charity, or if there is no such Chair, or if he or she is not present within fifteen minutes after the time appointed for holding the meeting or is not willing to act, the Trustees shall choose one of themselves to be Chair of the meeting.

17.3 Except where otherwise provided by these Articles or the Acts, every issue shall be decided by a majority of the votes cast.

17.4 The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business may be transacted at an adjourned meeting other than business which might have been properly transacted had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it is not necessary to give any notice.

17.5 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 Acts a poll may be demanded:

(a) by the Chair; or

(b) by at least two Members present in person or by proxy and having the right to vote at the meeting; or

(c) by a Member or Members present in person or by proxy and representing not less than one-tenth of the Members having the right to vote at the meeting.

17.6 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, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

17.7 The demand for a poll may be withdrawn before the poll is taken, but only at the consent of the Chair. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll was made.

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

17.9 A poll demanded on the election of a Chair, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chair of the meeting directs not being

more than thirty days after the poll is demanded. The demand for a poll does not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting may continue as if the demand had not been made.

17.10 Subject to the requirements of the Acts, a written resolution signed by a simple majority (or in the case of a special resolution by a majority of not less than 75 per cent) of all those entitled to vote at a General Meeting is as valid as a resolution actually passed at a General Meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last affirming signature.

17.11 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting at which the show of hands takes place or at which the poll is demanded, shall not be entitled to a second or casting vote.

17.12 If at any General Meeting any votes are counted which ought not to have been counted, or might have been rejected, the error shall not invalidate the results of the voting unless it is pointed out at the same meeting, and not in that case unless, in the opinion of the Chair of the meeting, it is of sufficient magnitude to invalidate the result of the voting.

18. VOTES OF MEMBERS

18.1 Every Member present in person has one vote.

18.2 No Member may exercise his or her vote at any General Meeting unless all moneys then payable by him or her to the Charity have been paid.

18.3 An instrument appointing a proxy shall be in writing executed by or on behalf of the appointor and may be in any form which is usual or which the Trustees may approve. A proxy need not be a Member of the Charity.

18.4 An instrument appointing a proxy and any authority under which it is executed (or such copy of the instrument or the authority or both as the Trustees may approve) shall:

(a) be deposited at the registered office of the Charity; or

(b) at such other place within the United Kingdom as is specified in the notice convening the meeting;

not less than forty eight 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 twenty four hours before the time appointed for the taking of the poll, and in default the instrument of proxy is not, unless otherwise determined by a resolution of the Trustees, valid.

18.5 References to periods of time in Article 7.4 shall not include any day that is a Saturday, Sunday, public holiday or bank holiday in England.

19. CORPORATIONS AS MEMBERS OR TRUSTEES

None of corporations, unincorporated associations, partnerships, limited liability partnerships, trusts, government bodies, local authorities, or non-ministerial

government departments may be Members or Trustees of the Charity, and neither may they appoint representatives as Members or Trustees of the Charity. Notwithstanding this, the London Borough of Havering may have up to three representatives on the Board of the Charity, which representatives may also be Members of the Charity, provided that it shall not possess 20% or more of the membership of, or board representation on, the Charity.

20. APPOINTMENT AND RETIREMENT OF TRUSTEES

20.1

(a) The number of Trustees shall not be less than six and not more than twenty.

(b) No person may be a Trustee unless he or she is also a Member.

20.2

(a) Subject to Article 9.1, the Trustees may appoint any person to be a Trustee (not being a person appointed as a Trustee pursuant to Clause 9.2(b)), either to fill a vacancy or as an addition to the existing Trustees, but so that the total number of Trustees does not at any time exceed the maximum number fixed in accordance with these Articles. Any Trustee so appointed shall hold office only in accordance with the provisions of Article 9.3;

(b) Subject to Article 9.1, the Trustees may appoint a person to be a Trustee on a temporary basis provided that the duration of that appointment may not exceed the period of one year. No person so appointed may be re-appointed as a Trustee under this Article 9.2(b) within twelve months after the termination of that appointment;

20.3

(a)

(i) Each Trustee, with the exception of the Chair, shall retire from office at the first General Meeting in the calendar year immediately following the third anniversary of his or her appointment (or re-appointment as the case may be) as a Trustee, provided that, subject to Article 9.3(a) (ii) and Article 9.3(b), no Trustee may serve more than two consecutive three year terms so that he or she shall retire conclusively from office at the end of the General Meeting immediately following the sixth anniversary of his or her first appointment as a Trustee. Upon such conclusive retirement, a Trustee may not be re-appointed.

(ii) Notwithstanding the provisions of Article 9.3(a) (i), the Trustees may determine by a resolution passed by a simple majority that a Trustee who has served two consecutive three year terms in office may stand for re-election for a further term or further terms in accordance with the provisions relating to retirement by rotation in this Article 9 if they determine that it is in the best interests of the Charity that that Trustee should do so.

(iii) A Chair who has served as Chair for less than 5 years is exempt from the provision of 9.3(a)(i) until the General Meeting immediately following his fifth anniversary as Chair.

(b) If a Trustee is to retire but the fact of that retirement would mean either that the provisions of Article 9.1(a) would be breached or that a quorate meeting of Trustees could not be convened, then that Trustee shall be deemed not to have retired for the purposes of appointing new Trustees or facilitating the re-election of Trustees (including maintaining status as a Member) until such time as sufficient Trustees have been appointed or re-elected. If more than one Trustee is to retire in such circumstances then the Trustees who are to continue in office for these purposes shall be determined by lot.

(c) No retiring Trustees shall be eligible for re-election unless, not less than two days before the date appointed for the meeting, there shall have been left at the registered office of the Charity written notice of his or her intention to stand for re-election as Trustee, signed by the retiring Trustee.

(d) No person other than a Trustee retiring at the meeting shall, unless recommended by a simple majority of the Trustees, be eligible for election to the office of Trustee at any General Meeting unless, not less than three nor more than twenty one days before the date appointed for the meeting, there shall have been left at the registered office of the Charity notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his or her intention to propose such person for election, and also notice in writing signed by that person of his or her willingness to be elected.

(e) In respect of a retiring Trustee (and if there shall be more than one retiring trustee, in respect of each retiring trustee in immediate sequence in alphabetical order of surname followed, if necessary, by alphabetical order of forename), the Trustees then present and voting may by ordinary resolution determine:

(i) that they do not wish to appoint a person to be a Trustee in the context of the trusteeship vacated by the retiring Trustee, in which case neither the retiring Trustee nor any other person shall be eligible for re-election, or election, as appropriate, in respect of the vacated trusteeship;

(ii) that they do wish to appoint a person to be Trustee in the context of the trusteeship vacated by the retiring Trustee, in which case:

(A) if the retiring Trustee has put himself or herself forward for re-election in accordance with these Articles, the Trustees shall determine by ordinary resolution and in the following order:

(I) if the retiring Trustee should be re-elected as a Trustee; and

(II) if not, if some other person, having put himself or herself forward for his or her election as a Trustee in accordance with these Articles, should be elected to fill the vacated trusteeship; and

(B) if the retiring Trustee has not put himself or herself forward for re-election in accordance with these Articles, if some other person

having put himself or herself forward for re-election as a Trustee in accordance with these Articles should be elected to fill the vacated trusteeship.

(f) When any Trustee retires at a General Meeting, that retirement shall not have effect until the end of the relevant General Meeting, so that the relevant retiring Trustee may vote on the election or re-election of all other Trustees or prospective Trustees that takes place at the General Meeting, provided that:

(i) no Trustee may vote on his or her own election or re-election; and

(ii) each Trustee shall absent himself or herself from the meeting while his or her election or re-election is being discussed and/or voted on.

(f) Each newly elected prospective Trustee or re-elected Trustee at a General Meeting shall be so elected or re-elected, as appropriate, with effect from the end of that General Meeting at which they were so elected or re-elected, as appropriate.

(g) The Charity may from time to time by ordinary resolution increase or reduce the number of Trustees, and may also determine in what rotation the increased or reduced number is to go out of office.

20.4 The Charity may by ordinary resolution, of which special notice has been given in accordance with Section 312 of the 2006 Act, remove any Trustee before the expiry of his or her period of office notwithstanding anything in these Articles or in any agreement between the Charity and the Trustee.

20.5 The Charity may by ordinary resolution appoint another person in place of a Trustee removed from office under Article 9.4. Without prejudice to the powers of the Trustees under Article 9.2, but subject to Article 9.1, the Charity may in General Meeting appoint any person to be a Trustee either to fill a casual vacancy or as an additional Trustee.

20.6 No Trustee shall be obliged to resign as a Trustee or be ineligible for re-appointment as a Trustee by reason only of his or her having reached any particular age. No person may be appointed as a Trustee unless he or she is a natural person who has attained the age of 16.

20.7 Each Trustee waives any right he or she has for compensation for loss of office as a Trustee as a result of his or her removal as a Trustee for any reason, including without limiting the general sense of these Articles because he or she has ceased to be a Member.

21. TERMINATION OF OFFICE OF TRUSTEE

21.1 A person ceases to be a Trustee as soon as:

(a) that person ceases to be a director by virtue of any provision of the Acts or that person is disqualified under Applicable Charity Legislation, including without limitation under section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision), from acting as a charity trustee or he or she is otherwise prohibited by law from being a director or a Trustee;

(b) a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that that person has become physically or mentally incapable of acting as a trustee and may remain so for more than three months;

(e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

(f) notification is received by the Charity from the Trustee that the Trustee is resigning or retiring from office, and such resignation or retirement has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when the notice is to take effect);

(g) that person ceases to be a Member of the Charity;

(h) that person is removed from office by a resolution duly passed under section 168 of the 2006 Act; or

(i) that person has been absent without permission of the Trustees from all meetings of the Trustees held within a period of six months and the Trustees resolve that his or her office be terminated.

22. POWERS AND DUTIES OF THE TRUSTEES

22.1 Subject to the provisions of the Acts, the Memorandum and the Articles and to any directions given by special resolution, the operations of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or the Articles and no such direction is to be treated as invalidating any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given.

22.2 The Trustees shall cause minutes to be kept of:

22.3

(a) all appointments of officers made by the Trustees; and

(b) all proceedings at meetings of the Charity, of the Trustees and of any committees appointed under Article 13, including the names of the persons present at each meeting.

Any such minutes, if signed by the Chairman of that meeting or by the Chairman of the next succeeding meeting, are sufficient evidence without any further proof of the facts stated in those minutes.

22.4 Records shall be kept for at least 10 years of:

(a) all minutes referred to in Article 11.2; and

(b) all written resolutions whether passed in accordance with Article 6.10 or Article 13.12.

23. BORROWING POWERS

23.1 The Trustees may exercise all the powers of the Charity to borrow money, and to mortgage or charge its undertaking and property, or any part of its undertaking or property, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Charity or of any third party.

24. PROCEEDINGS OF TRUSTEES

24.1 The Trustees shall meet together not less than four times in each year.

24.2 Subject to the provisions of the Articles, the Trustees may regulate their meetings as they think fit. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustees. Not less than 48 hours' notice of Trustees' meetings shall be given to all Trustees including those Trustees for the time being absent from the United Kingdom. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chair has a second or casting vote.

24.3 The quorum at a meeting for the transaction of the business of the Trustees is five although all the Trustees may fix a different quorum by simple majority resolution.

24.4 The Trustees shall appoint one of themselves to be Chair of their meetings. Notwithstanding the provisions of Article 9, no Trustee may serve more than five years as Chair so that he or she shall retire conclusively as Chair at the end of the General Meeting immediately following the fifth anniversary of his or her first appointment as Chair. This maximum five-year term is independent of the six-year limit imposed on Trustees in Article 9.3 (a) and no Chair will be required to retire from office for the reason that he or she has served as a Trustee for six years.

24.5 If at any meeting the Chair is not present within fifteen minutes after the time appointed for holding the meeting, the Trustees present may choose one of themselves to be Chair of the meeting.

24.6 Any Trustee or member of a committee of the Trustees may participate in a meeting of the Trustees or such committee by means of conference telephone or other communications equipment which permits each participant to hear each of the other participants addressing the meeting and, if he or she wishes to do so, to address all the other participants simultaneously. Participation in the meeting in this manner constitutes presence of the person at the meeting and entitles any Trustee or member of a committee of the Trustees so present to vote and count in the quorum. Such a meeting shall be regarded as taking place where the largest number of the group of those participating is or, if there is no such largest number, where the Chair is for that meeting.

24.7 The Trustees may delegate any of their powers to committees consisting of such Trustees and other persons as they think fit, provided that each committee shall always have at least one Trustee in its membership; any committee so formed shall conform to any regulations that may be imposed on it by the Trustees. All acts, decisions and proceedings of such committees shall be reported in due course to the full body of Trustees.

24.8 A committee may elect a Chair of its meetings, who shall be a Trustee. If no such Chair is elected, or if at any meeting the Chair is not present within fifteen minutes after

the time appointed for holding the meeting, the committee members present may choose one of themselves to be Chair of the meeting.

24.9 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 committee members present, and in the case of an equality of votes the Chair has a second or casting vote.

24.10 The Trustees may act notwithstanding any vacancies in their number but if their number is reduced below the number fixed as the quorum for Trustees, the continuing Trustee or Trustees may only act as Trustees to admit persons to membership of the Charity, fill vacancies in the Trustees or summon a General Meeting.

24.11 All acts done by any meeting of the Trustees or a committee of Trustees, or by any person acting as a Trustee, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or committee member or person acting as a Trustee, or that any of them were disqualified from holding office, are as valid as if every such person had been duly appointed and was qualified to be a Trustee.

24.12 Subject to the requirements of the Acts, a written resolution signed by a simple majority (or in the case of a special resolution by a majority of not less than 75 per cent) of the Trustees is as valid as a resolution of the Trustees in a Trustees Meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last affirming signature.

24.13 Pursuant to section 175 of the 2006 Act, a Trustee shall avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Charity, including but not limited to the exploitation of any property, information or opportunity notwithstanding that the Charity cannot take advantage of such property, information or opportunity. The Trustees may authorise such a conflict of interest provided that any Trustee having such a conflict of interest shall not vote or count in the quorum in respect of any resolution of the Trustees authorising his conflict of interest. The duty shall be disapplied in relation to any transaction or arrangement with the Charity authorised by the express provisions of the Memorandum.

24.14 The Trustees shall have a duty to declare the nature and extent of a direct or indirect interest in a proposed transaction or arrangement with the Charity in accordance with S177 of the 2006 Act. Subject to the express provisions of the Memorandum and these Articles, the Trustees may authorise such a direct or indirect interest provided that any Trustee having such an interest shall not vote or count in the quorum in respect of any resolution of the Trustees authorising the interest.

24.15 If the approval of Members is required in any case pursuant to Chapter 4 of the 2006 Act, then the Trustees' duties under S175 and 177 of the 2006 Act shall be disapplied in relation to any type of transaction or arrangement in such case as may be permitted by the express provisions of the Memorandum.

24.16 The Trustees may appoint an Advisory Board (which shall not be a committee appointed pursuant to Clause 13.7) to advise them on such matters relating to the operations or proposed operations of the Charity as the Trustees think fit. Any such Advisory Board shall be composed of such individuals as the Trustees in their absolute discretion deem appropriate. Any Advisory Board shall conform to any regulations that may be imposed upon it by the Trustees. The Trustees may take account, or decide not to take account, of the determinations of the Advisory Board at their absolute discretion.

25. THE SECRETARY

25.1 Subject to the provisions of the Acts, a Secretary may be appointed by the Trustees for such term and upon such conditions as the Trustees determine and any Secretary so appointed may be removed by the Trustees. The Secretary is not required to be, but may be, a Trustee. Subject to the provisions of Clause 5 of the Memorandum, the Secretary may be paid a reasonable remuneration for his or her services as Secretary and such payment shall not be deemed to be payment to a Trustee for services rendered in the capacity of Trustee to the extent that such payment relates exclusively to the provision of services as Secretary.

26. ACCOUNTS AND TRUSTEES' REPORT

26.1 The Trustees shall ensure that proper books of account are kept in accordance with the provisions of the Acts with respect to:-

(a) all sums of money received and expended by the Charity and the matters in respect of which the receipt and expenditure takes place;

(b) the assets and liabilities of the Charity; and

(c) all those matters required by the Acts to be shown in the accounts of the Charity.

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

26.2 The books of account shall be kept at the registered office of the Charity or, subject to the Acts, at such other place or places as the Trustees think fit, and shall always be open to the inspection of the Trustees.

26.3 The Trustees shall from time to time arrange for such profit and loss accounts, balance sheets and Trustees' reports as are provided for in the Acts to be prepared and laid before the Charity in General Meeting.

26.4 Subject to the provisions of the Acts, Applicable Charity Legislation and any other applicable legislation, and any regulations made under any of them, a copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Charity in General Meeting, together with a copy of the Auditor's Report (if any), shall be sent to every Member, and every holder of debentures, of the Charity, not less than fourteen days before the date of the meeting, provided that this Article shall not require a copy of those documents to be sent to any person the address of whom the Charity is not aware.

27. TRUSTEES' REMUNERATION

27.1 The Trustees shall not be paid any remuneration unless it is authorised by clause 5 of the Memorandum.

28. **TRUSTEES' EXPENSES**

28.1 The Trustees may be reimbursed by the Charity for all reasonable expenses incurred by them in the proper discharge of their duties as Trustees upon submission to the Charity in writing of evidence satisfactory to the Charity that such expenses were actually and properly incurred.

29. **AUDIT**

29.1 Unless exempt under the provisions of the Acts, Applicable Charity Legislation or any other applicable legislation, and any regulations made under any of them, from the obligation to do so, the Charity shall appoint Auditors and regulate their duties in accordance with the Acts.

30. **NOTICES**

30.1 Any notice required to be given under the Articles shall be in writing and, in the case of a notice given by the Charity, shall be given by the Secretary or a Trustee on behalf of the board of Trustees and, in the case of a notice given to the Charity shall be deposited at the registered office of the Charity. All such notices may be given either personally or by pre-paid first class post or facsimile transmission or by electronic-mail or by any other electronic means.

30.2 Subject to the provisions of the 2006 Act, a document or information may be sent or supplied by the Charity to a person by being made available on a website.

30.3 A Member present in person or by proxy at any meeting of the Charity is deemed to have received notice of the meeting and, where required, of the purpose for which it was called.

30.4 The address for service of the Charity is the registered office.

(a) Subject to Article 19.6(a), the address for service to a Member is the address recorded in the Register of Members.

(b) Subject to Article 19.6(b), the address for service to a Trustee is the address given by that Trustee to the Secretary from time to time for that purpose in default of which that address shall be the last address for that Trustee filed with the Registrar of Companies.

30.5

(a) Any Member, whose address recorded in the Register of Members is outside the United Kingdom, who from time to time gives to the Secretary an address within the United Kingdom or an electronic-mail address at which notice may be served on him or her is entitled to have notice served on him or her at that address.

(b) Any Trustee whose address notified to the Secretary is outside the United Kingdom, who from time to time gives to the Secretary an address within the United Kingdom or an electronic mail address at which notice may be served on him or her as entitled to have notice served on him or her at that address.

30.6 Notice is deemed duly served:

(a) in the case of personal service, at the time of delivery;

(b) in the case of service by post to an address within the United Kingdom, the Isle of Man or the Channel Islands, two clear business days after the date of posting;

(c) in the case of service by post to an address outside the United Kingdom, the Isle of Man or the Channel Islands, five clear business days after the date of posting;

(d) in the case of service by facsimile transmission, at the time of completed confirmation from the sender's fax machine of complete transmission;

(e) in the case of service by electronic-mail, the second day after the day on which it is transmitted without receipt by the sender within that period of any "bounce back" or other notice of failure of complete transmission;

(f) in the case of making notice available on a website, the second day after the day on which notification of such availability is transmitted by electronic mail without receipt by the sender within that period of any "bounce back" or other notice of failure of complete transmission;

and for these purposes a "business day" shall mean a day that is a Monday to Friday inclusive that is not a Public Holiday or a Bank Holiday in England.

30.7 Notice of every General Meeting shall be given to:-

(a) every Member;

(b) the auditor (if any) for the time being of the Charity; and

(c) every Trustee.

No other person shall be entitled to receive notices of General Meetings.

30.8 Proof that:

(a) an envelope containing a notice was properly addressed, prepaid and posted by first class post; or

(b) a facsimile or electronic-mail transmission, including notification of availability on a website, setting out the terms of the notice was properly addressed and despatched;

is conclusive evidence that the notice was given.

31. SURPLUS ASSETS UPON WINDING UP

31.1 Clause 8 of the Memorandum shall have effect as if its provisions were repeated in the Articles.

32. INDEMNITY

32.1 The Charity may indemnify any Trustee or other officer of the Charity against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 235 of the 2006 Act and as otherwise permitted by applicable law.

WE, the subscribers to the Memorandum of Association of the Charity, wish and agree to be bound by these Articles of Association with respect to the Charity.

NAMES AND ADDRESSES OF SUBSCRIBERS		SIGNATURE
Name	**Address**	**Signature**
		WITNESS to the above signature Signature: Name: Address:
		WITNESS to the above signature Signature: Name: Address:
		WITNESS to the above signature Signature: Name: Address:

DATED the day of 2008