

THE COMPANIES ACTS 1985 AND 1989

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COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

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MEMORANDUM OF ASSOCIATION  
OF  
THE INSP FOUNDATION

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- I. The Company's name is "The INSP Foundation".
  
- II. The Company's registered office is to be situated in Scotland.
  
- III.
  - A. The Company is established for charitable objects only.
  - B. The objects for which the Company is established are (1) to relieve poverty of people throughout the world; (2) to improve the health, living conditions and quality of life of homeless people and/or unemployed and/or people living in poverty; and in furtherance of such objects, but not otherwise, the Company shall seek (i) to encourage and support street papers to create sustainable social enterprises and (ii) to enable and encourage such people to improve their living conditions of life by providing and organising opportunities and means for such people to earn money and thereby become self-supporting.

In furtherance of the objects for which the Company is established, but not otherwise, the Company shall have the following powers:-

- (1) To promote and organise co-operation in the achievement of the above objects and to that end to bring together individuals and representatives of relevant authorities and bodies and to co-operate with any other body.

- (2) To publish newspapers, periodicals, books, leaflets, reports and other publications and to present, promote, organise, provide, manage and produce films, broadcasts, meetings, seminars, classes, courses, lectures and exhibitions, whether on the premises of the Company or elsewhere, and to levy such charges as the Directors may think fit in connection with the foregoing.
- (3) To obtain, collect and receive money and funds by way of contributions, donations, affiliation fees, subscriptions, grants, loans and any other lawful method, and to take, accept and receive legacies, gifts and bequests of property of any description (and whether subject to any special trust or not), and to issue and make appeals and to take such other steps as may be required for the purpose of procuring contributions to the funds of the Company by way of donations, affiliation fees, subscriptions, grants, loans, legacies, gifts and bequests of any property (whether subject to any special trust or not) and any other lawful method.
- (4) To act as a source of information and advice to central government, local authorities, universities and other organisations.
- (5) To promote, encourage and/or facilitate research into, and the study of matters connected in any way with, the objects of the Company.
- (6) To gather, produce and distribute information.
- (7) To purchase, feu, take on lease or in exchange, hire or otherwise acquire any heritable, leasehold or moveable property for the occupation or use of the Company (whether exclusively or jointly with any body or person); to enter into contracts necessary for the design, approval, construction, provision, maintenance and management of any buildings or facilities; to sell or otherwise dispose of or turn to account any such property; and to furnish, equip, fit out, maintain, alter, enlarge or improve any heritable or leasehold property owned, occupied or used by the Company.
- (8) To subscribe for, take, purchase or acquire and hold any share or shares or other interests in or securities of any company carrying on or intending to carry on any business capable of being carried on so as directly or indirectly to benefit the Company.
- (9) To invest and deal with the funds and monies of the Company not immediately required in or upon such investments, securities or property as may be thought fit.
- (10) To borrow or raise money on such terms and on such security as may be thought fit; and to secure the repayment of any money borrowed, raised or owing by mortgage,

charge, floating charge, standard security or lien over the whole or any part of the property and undertaking (whether present or future) of the Company and by like mortgage, charge, floating charge, standard security or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

- (11) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts.
- (12) To make any charitable donation either in cash or other property and to support, undertake or subscribe to any charitable object and to establish, promote, join or support any charitable body.
- (13) To undertake and execute charitable trusts, gratuitously or otherwise, the undertaking whereof may be incidental to the attainment of the objects of the Company or any of them.
- (14) To employ and remunerate any person or persons and, subject to Clause IV hereof, to give pensions, gratuities or charitable aid to any person who has served the Company or to the husband, wife, children or other relatives or dependants of any such person; to make payments towards insurance; and to form and contribute to pensions, provident and benefit funds for the benefit of any such person or of the husband, wife, children or other relatives or dependants of any such person.
- (15) To engage and employ consultants and advisers.
- (16) To arrange, maintain and keep up insurance against any risk, loss or liability to which the Company or any of the members, Directors or other officers of the Company or any of the employees or voluntary workers of the Company may be subject.
- (17) To apply for or otherwise acquire any patent, trademark, copyright or other industrial property right.
- (18) To transfer or dispose of, with or without any consideration, any part of the property or assets of the Company not required for the objects of the Company to any body formed for charitable purposes or a charitable purpose provided that such body is not carrying on business for profit or gain and prohibits the distribution of its income or property among its members to an extent at least as great as is imposed under or by virtue of Clause IV hereof.
- (19) To amalgamate with or affiliate to, or takeover or otherwise acquire or enter into any arrangement with, any charitable body having objects similar to those of the Company

and which prohibits the distribution of its income or property among its members to an extent at least as great as is imposed under or by virtue of Clause IV hereof.

- (20) To enter into any arrangement with any authority or organisation (supreme, national, municipal, local or otherwise) or any university, college, museum or any other body or person.
- (21) To pay the costs and expenses of and incidental to the formation and incorporation of the Company.
- (22) To do all other things incidental or conducive to the attainment of the objects for which the Company is established.

And throughout this Clause the word "body" includes any association, body corporate, company, corporation, firm, foundation, institution, organisation, partnership, society, trust or aggregate of persons (whether incorporated or unincorporated).

Provided that:-

- (i) in case the Company shall take or hold any property which may be the subject of any trust, the Company shall deal with or invest the same only in such manner as allowed by law, having regard to such trust;
- (ii) the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers; and
- (iii) nothing in this Clause shall authorise the Company to do anything which is not charitable according to the law of Scotland.

- IV. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:-

- (a) of reasonable and proper remuneration to any member, officer or employee of the Company (including any Director of the Company) for any services rendered to the Company, provided always that, where a Director of the Company is to be appointed to a salaried office of the Company or to be paid remuneration in return for services rendered, such Director of the Company shall be excluded from, and shall not

participate in, the determination of the Company's Directors in regard to such appointment or the amount of such remuneration;

- (b) of interest on money lent by any member of the Company or by any Director of the Company at a rate per annum not exceeding two per centum more than the base rate from time to time and for the time being of the Bank of Scotland or three per centum, whichever is the greater;
- (c) of reasonable and proper rent for premises let to the Company by any member of the Company or by any Director of the Company;
- (d) of out-of-pocket expenses to any Director of the Company; and
- (e) of reasonable and proper fees, remuneration or other benefit in money or money's worth for any services rendered, or goods supplied, to the Company by any company in which a Director of the Company is a member (provided that such Director shall not hold more than one hundredth part of the capital of such company or, if such Director is the holder of more than one hundredth part of the capital of such company, provided that such Director absents himself or herself from any meeting at which the supply of any such services or goods is discussed and such services are rendered or such goods are supplied on terms and conditions which the other Directors consider are advantageous to the Company), and such Director shall not be bound to account to the Company for any share of profits he or she may receive in respect of such payment.

V. The liability of the members is limited.

VI. Every member of the Company undertakes to contribute to the assets of the Company in the event of the Company being wound up while he or she or it is a member of the Company, or within one year after he or she or it ceases to be a member of the Company, for payment of the debts and liabilities of the Company contracted before he or she or it ceases to be a member of the Company, and of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

VII. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all the Company's debts and liabilities, any property whatsoever, the same shall not be paid to or

distributed among the members of the Company but shall be given or transferred to some other charitable body or bodies (within the meaning of Clause III hereof) having objects similar to the objects of the Company, and which prohibits or prohibit the distribution of its or their income and property to its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause IV hereof, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to the aforesaid provision, then to some other charitable object.

I, the subscriber to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum.

Name and Address of Subscriber

[     ]

Dated: [     ]

Witness to the above signature:-

THE COMPANIES ACTS 1985 AND 1989

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COMPANY LIMITED BY GUARANTEE AND  
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ARTICLES OF ASSOCIATION  
OF  
THE INSP FOUNDATION

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**PRELIMINARY**

1. The Regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 shall not apply to the Company, but the following shall be the Regulations of the Company.

**INTERPRETATION**

- 2.1 In these Regulations:-
  - (a) "the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
  - (b) "the Articles" means the Articles of Association of the Company;
  - (c) "body" includes any association, body corporate, company, corporation, firm, foundation, institution, organisation, partnership, society, trust or aggregate of persons (whether incorporated or unincorporated);
  - (d) "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;
  - (e) "the Company" means The INSP Foundation;

- (f) "Directors" means the Directors from time to time and for the time being of the Company, and "Director" means any one of such Directors;
- (g) "executed" includes any mode of execution;
- (h) "Ordinary Resolution" means a resolution of the members of the Company on which more than 50 per cent of the votes cast are in favour of the resolution;
- (i) "person" means any individual or body;
- (j) "Secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
- (k) "Special Resolution" means a resolution of the members of the Company on which 75 per cent or more of the votes cast are in favour of the resolution; and
- (l) "the United Kingdom" means Great Britain and Northern Ireland.

2.2 Unless the context otherwise requires, words or expressions contained in these Regulations bear the same respective meanings as in the Act but excluding any statutory modification thereof not in force when these Regulations become binding on the Company.

2.3 Words importing the singular number only shall include the plural number, and vice versa.

## **MEMBERS**

3.1 The members of the Company shall be the subscribers to the Memorandum of Association of the Company and such other persons as may from time to time be admitted to membership of the Company by the Directors.

3.2 Every person who wishes to become a member of the Company shall deliver to the Company, duly executed by that person, an application for membership or consent to become a member of the Company, in either case in such form and detail as the Directors require.

3.3 The Directors shall not be obliged to give any reason for refusing to admit any person to membership of the Company.

3.4 A member of the Company shall cease to be a member of the Company forthwith upon:-

- (a) the delivery to the Secretary at the registered office of the Company of a notice in writing by that member resigning as a member of the Company; or
- (b) the death or dissolution of that member; or

- (c) the termination of that member's membership of the Company in accordance with Regulation 3.5, 3.6 or 3.7 below.

3.5 The Directors shall be entitled (but shall not be bound) to terminate the membership of the Company of any member of the Company:-

- (a) who, being an individual, shall become of unsound mind;
- (b) who shall become bankrupt or insolvent or apparently insolvent or who shall suspend payment to or compound with that member's creditors;
- (c) in respect of whose property and undertaking, or any part thereof, a receiver or judicial factor is appointed;
- (d) in respect of whom an effective winding-up order is made or an effective winding-up resolution is passed (other than for the purpose of any amalgamation or reconstruction);  
or
- (e) in respect of whom an administration order is made.

3.6 The Company may by Ordinary Resolution, passed at a General Meeting of the Company, terminate the membership of the Company of any member of the Company on the grounds that such member has brought the Company or the objects of the Company into disrepute.

3.7 The Company may by Ordinary Resolution, passed at a General Meeting of the Company held not more than 365 days after the service of the notice referred to in sub-paragraph (b) below, terminate the membership of the Company of any member ("the relevant member") of the Company if each of the following has occurred:-

- (a) a notice asking the relevant member whether the relevant member wishes to remain a member of the Company has been served on the relevant member;
- (b) not less than 28 days nor more than 63 days after the notice referred to in sub-paragraph (a) above was served on the relevant member a further notice asking the relevant member whether the relevant member wishes to remain a member of the Company has been served on the relevant member;
- (c) each of the notices referred to in sub-paragraphs (a) and (b) above stated that the membership of the Company of the relevant member may be terminated by an Ordinary Resolution passed at a General Meeting of the Company if the relevant member did not lodge at the registered office of the Company (the address of which shall be stated in each of the said notices) confirmation in writing that the relevant member wishes to remain a member of the Company; and

- (d) the relevant member has not lodged at the registered office of the Company, by no later than the twenty-eighth day after the service on the relevant member of the notice referred to in sub-paragraph (b) above, a confirmation in writing that the relevant member wishes to remain a member of the Company.
- 3.8 The rights and privileges of a member of the Company shall be personal and shall not be transferable or transmissible by any means.
- 3.9 A register of the members for the time being of the Company shall be kept by the Secretary and shall contain each member's name, address and date of admission to membership of the Company and such register shall, in so far as applicable, comply with the provisions of Section 352 of the Act.

### **GENERAL MEETINGS**

- 4.1 The Company shall in each calendar year hold a General Meeting as the Company's Annual General Meeting in addition to any other General Meeting of the Company held in that calendar year, and the Company shall specify the General Meeting as the Annual General Meeting in the notice calling it. Not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next, provided that so long as the Company holds the Company's first Annual General Meeting within 18 months of the Company's incorporation, the Company need not hold such first Annual General Meeting in the calendar year of the Company's incorporation or in the following calendar year. Each Annual General Meeting of the Company shall be held at such time and place as the Directors shall appoint.
- 4.2 All General Meetings of the Company other than Annual General Meetings shall be called Extraordinary General Meetings.
- 4.3 The Directors may, whenever they think fit, convene an Extraordinary General Meeting of the Company, and an Extraordinary General Meeting of the Company shall also be convened on such requisition or, in default, may be convened by such requisitionists, as provided by Section 368 of the Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director may convene an Extraordinary General Meeting of the Company in the same manner as nearly as possible as that in which General Meetings of the Company may be convened by the Directors.

- 4.4 An Annual General Meeting of the Company and a General Meeting of the Company called for the passing of a Special Resolution shall be called by at least 21 clear days' notice in writing, and a General Meeting of the Company other than an Annual General Meeting or a General Meeting for the passing of a Special Resolution shall be called by at least 14 clear days' notice in writing. The notice shall specify the place, the day and the hour of the General Meeting and, in the case of special business, the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to the members of the Company, to the Directors and to the Auditors of the Company; provided that a General Meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Regulation, be deemed to have been duly called if it is so agreed:-
- (a) in the case of a General Meeting called as the Annual General Meeting of the Company, by all the members of the Company entitled to attend and vote thereat; and
  - (b) in the case of any other General Meeting, by a majority in number of the members of the Company having a right to attend and vote at the General Meeting, being a majority together representing not less than 95 per cent of the total voting rights at that General Meeting of all the members of the Company.
- 4.5 The accidental omission to give notice of any General Meeting of the Company to, or the non-receipt of a notice of a General Meeting of the Company by, any person entitled to receive notice shall not invalidate the proceedings at that General Meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

- 5.1 All business shall be deemed special that is transacted at an Extraordinary General Meeting of the Company and also all that is transacted at an Annual General Meeting of the Company, with the exception of the consideration of the accounts, balance sheets and reports of the Directors and Auditors, the election of Directors in place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.
- 5.2 No business shall be transacted at any General Meeting of the Company unless a quorum of members of the Company is present; save as herein otherwise provided two members of the Company (present in person or by proxy or by representative appointed in accordance with Regulation 7.1 below) shall be a quorum. If and for so long as the Company has only one

member, that member (present in person or by proxy or by representative appointed in accordance with Regulation 7.1 below) shall be a quorum.

- 5.3 If a General Meeting of the Company has been convened upon the requisition of members of the Company and within 30 minutes from the time appointed for the Meeting a quorum is not present, the Meeting shall be dissolved; if within 30 minutes of the time appointed for any other General Meeting of the Company a quorum is not present or a quorum ceases to be present during any General Meeting of the Company, the Meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned General Meeting a quorum is not present within 30 minutes from the time appointed for the General Meeting, the member or members of the Company present in person or by proxy or by representative appointed in accordance with Regulation 7.1 below shall be a quorum.
- 5.4 The Chairperson of the Directors shall preside as chairperson at every General Meeting of the Company or, if there is no such Chairperson or if he or she shall not be present within 15 minutes after the time appointed for the holding of the General Meeting or is unwilling to act, the Directors present shall elect one of their own number to be chairperson of the General Meeting.
- 5.5 If at any General Meeting of the Company no Director is willing to act as chairperson or if no Director is present within 15 minutes after the time appointed for holding the General Meeting, the members of the Company present in person or by proxy or by representative appointed in accordance with Regulation 7.1 below shall choose one of their own number to be chairperson of the General Meeting.
- 5.6 The chairperson of a General Meeting of the Company may, with the consent of the General Meeting if a quorum is present at the General Meeting (and shall if so directed by the General Meeting), adjourn the General Meeting from time to time and from place to place, but no business shall be transacted at any adjourned General Meeting of the Company other than the business left unfinished at the General Meeting of the Company from which the adjournment took place. When a General Meeting of the Company is adjourned for 30 days or more, notice of the adjourned General Meeting shall be given as in the case of an original General Meeting of the Company. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned General Meeting of the Company.
- 5.7 At any General Meeting of the Company a resolution put to the vote of the General Meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the

show of hands) demanded by the chairperson of the General Meeting or by any member of the Company present in person or by proxy or by representative appointed in accordance with Regulation 7.1 below. Unless a poll be so demanded, a declaration by the chairperson of the General Meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- 5.8 Except as provided in Regulation 5.11 below, if a poll is duly demanded it shall be taken in such manner and at such time as the chairperson of the General Meeting of the Company directs, and the result of the poll shall be deemed to be the resolution of the General Meeting at which the poll was demanded.
- 5.9 Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 5.10 The demand for a poll may be withdrawn.
- 5.11 A poll demanded on the election of a chairperson or on a question of adjournment shall be taken forthwith.
- 5.12 In the case of an equality of votes at any General Meeting of the Company, whether on a show of hands or on a poll, the chairperson of the General Meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- 5.13 Subject to the provisions of the Act, a resolution in writing signed by all the members of the Company (or, being bodies, by their duly authorised representatives) shall be as valid and effective as if such resolution had been passed at a General Meeting of the Company duly convened and held, and may consist of several documents in the like form, each signed by or on behalf of one or more of the members of the Company.
- 5.14 The Directors shall be at liberty to invite any person or persons, not being a member or members of the Company, to attend and speak, but not to vote, at any General Meeting of the Company.
- 5.15 A Director shall, notwithstanding that he or she is not a member of the Company, be entitled to attend and speak at any General Meeting of the Company.

## **VOTES OF MEMBERS**

- 6.1 On a show of hands every member of the Company who (being an individual) is present in person, or (being a body) is present by a duly authorised representative who is not a member entitled to vote, shall have one vote and on a poll every member of the Company shall have one vote. On a poll, votes may be given personally or by proxy or by a representative appointed in accordance with Regulation 7.1 below.
- 6.2 No objection shall be raised to the qualification of any voter at any General Meeting of the Company except at the General Meeting or adjourned General Meeting at which the vote objected to is tendered, and every vote not disallowed at the General Meeting shall be valid. Any objection made in due time shall be referred to the chairperson of the General Meeting whose decision shall be final and conclusive.
- 6.3 An instrument appointing a proxy shall be in writing in common form or in any other form which the Directors shall approve and shall be under the hand of the appointor or the appointor's attorney duly authorised in writing or, if the appointor is a body, either under seal or under the hand of a duly authorised officer or attorney of the body. A proxy need not be a member of the Company.
- 6.4 An instrument appointing a proxy and any authority under which it is executed and a copy of such authority certified notarially or in some other way approved by the Directors shall:-
- (a) 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 General Meeting of the Company or in any instrument of proxy sent out by the Company in relation to the General Meeting of the Company not less than 48 hours before the time for holding the General Meeting or adjourned General Meeting at which the person named in the instrument proposes to vote; or
  - (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
  - (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, delivered at the General Meeting of the Company at which the poll was demanded to the chairperson of that General Meeting or to the Secretary or to any Director;
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

- 6.5 An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 6.6 A vote given or poll demanded by a proxy or by the duly authorised representative of a body shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the registered office of the Company or at such other place at which the instrument of proxy was duly deposited before the commencement of the General Meeting of the Company or adjourned General 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 General Meeting or adjourned General Meeting) the time appointed for taking the poll.

### **REPRESENTATIVES AT MEETINGS**

- 7.1 Subject always to Regulation 7.2 below, any body which is a member of the Company may by resolution of its directors or other governing body or committee authorise such person as it thinks fit to act as its representative at any General Meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the body which that person represents as that body could exercise if it were an individual member of the Company.
- 7.2 The Company may by Ordinary Resolution, passed at a General Meeting of the Company, require any member of the Company who has appointed a representative under Regulation 7.1 above to terminate the appointment of such representative on the grounds that such representative has brought the Company or the objects of the Company into disrepute, and from and after the passing of such Ordinary Resolution such representative shall not be entitled to exercise any powers on behalf of the member by whom such representative was appointed.

### **DIRECTORS**

- 8.1 The number of Directors shall not be subject to any maximum. The Company need have only one Director for so long as the Company is dormant within the meaning of Section 249AA of the Companies Act 1985; at any other time the Company shall have a minimum of three Directors.
- 8.2 The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the

Company as are not, by the Act or by the Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Act or the Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

- 8.3 Subject to Clause IV of the Company's Memorandum of Association, the Directors shall be entitled to remuneration for any services actually provided by them to the Company and shall be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any Committee of the Directors or any General Meeting of the Company or otherwise in connection with the business of the Company.
- 8.4 The first Directors shall be such persons as shall sign the statement required by Section 10 of the Act consenting to be Directors of the Company.
- 8.5 No person shall, unless recommended by the Directors for election, be elected as a Director at any General Meeting of the Company unless he or she, or some member of the Company intending to propose him or her, has, at least three days before the General Meeting, left at the registered office of the Company a notice in writing signed by him or her and signifying his or her candidature for election or the intention of such member of the Company to propose him or her for election as a Director of the Company, together in the latter case with a notice signed by the person intended to be proposed stating his or her willingness to be elected.
- 8.6 The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the minimum number of Directors, the continuing Directors may act for the purposes of (i) increasing the number of the members of the Company, (ii) increasing the number of Directors and/or (iii) convening a General Meeting of the Company, but for no other purpose.
- 8.7 The Directors shall have power from time to time and at any time to appoint any person to be a Director of the Company either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed by or pursuant to the Articles. Any Director so appointed shall hold office only until the next following Annual General Meeting of the Company (but shall not be taken into account in determining the Directors who are to retire by rotation at that Meeting) and, unless he or she is re-appointed at such General Meeting, he or she shall vacate office at the conclusion thereof.

- 8.8 The Company may by Ordinary Resolution, of which special notice has been given in accordance with Section 379 of the Act, remove from office any Director notwithstanding anything in the Articles or in any agreement between the Company and that Director.
- 8.9 The Company in General Meeting may appoint any person to be a Director of the Company either to fill a casual vacancy or as an additional Director.
- 8.10 The office of a Director shall be vacated if he or she:-
- (a) resigns his or her office by notice in writing sent to or left with the Secretary at the registered office of the Company; or
  - (b) is removed from office by resolution passed by the Company in General Meeting pursuant to Section 303 of the Act; or
  - (c) becomes of unsound mind and the Directors resolve that he or she be removed from office; or
  - (d) becomes bankrupt or insolvent or apparently insolvent or makes any arrangement or composition with his or her creditors; or
  - (e) is prohibited by law from being a Director or ceases to hold office by virtue of any provisions of the Act; or
  - (f) accepts remuneration in contravention of Clause IV of the Memorandum of Association of the Company.
- 8.11 All acts done by the Directors or by any Committee of the Directors or by any person acting as a Director or as a member of any such Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or any person acting as aforesaid or that any Director or any member of the relevant Committee of the Directors was disqualified, be as valid as if every Director or every such person had been duly appointed.
- 8.12 The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, as security for any debt, liability or obligation of the Company or of any third party.
- 8.13 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such a manner as the Directors shall from time to time determine.
- 8.14 The Directors shall cause minutes to be made:-

- (a) of all appointments of officers made by the Directors or by the Company in General Meeting;
- (b) of the names of the Directors present at each meeting of the Directors and of the names of the members of any Committee of the Directors present at each meeting of the Committee; and
- (c) of all resolutions and proceedings at all General Meetings of the Company and at all meetings of the Directors and of any Committee of the Directors.

### **MEETINGS OF THE DIRECTORS**

- 9.1 The Directors shall elect one of their own number as chairperson of the meetings of the Directors and may determine the period for which the chairperson is to hold office. If no such chairperson is elected or if at any meeting of the Directors the chairperson elected by the Directors is not present within 15 minutes after the time appointed for holding the meeting, the Directors present may elect another of their number to be chairperson of the meeting.
- 9.2 A Director of the Company may, and the Secretary on the requisition of any Director of the Company shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of the Directors to any Director for the time being absent from the United Kingdom.
- 9.3 The Directors may meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, provided always that the Directors shall meet not less than four times in each calendar year. Each Director shall have one vote and questions arising at any meeting of the Directors shall be determined by a majority of the votes of the Directors present. In the case of any equality of votes, the chairperson of the meeting shall have a second or casting vote.
- 9.4 The quorum of Directors necessary for the transaction of business at any meeting of the Directors may be fixed by the Directors and unless so fixed shall be two for so long as there is more than one Director and shall be one for so long as there is a sole Director.
- 9.5 A meeting of the Directors, or of a Committee of the Directors, may consist of a conference between Directors or, as the case may be, members of the Committee who are not all in one place, but of whom each is able to speak to each of the others and to be heard by each of the others simultaneously. Alternatively, such a meeting can take place by a series of telephone calls from the chairperson of the meeting. A Director or a member of the relevant Committee

taking part in such a conference or telephone call shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in the quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled or, if there is no such group or if the meeting takes place by a series of telephone calls from the chairperson, where the chairperson of the meeting then is. The word "meeting" when referring to a meeting of the Directors, or of a Committee of the Directors, in the Articles shall be construed accordingly.

- 9.6 A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effective as if it had been passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form each signed by one or more of the Directors.
- 9.7 The Directors may invite or allow any person as they may consider appropriate to attend and speak, but not to vote, at any meeting or meetings of the Directors.
- 9.8 A Director shall absent himself or herself from the discussion at any meeting or meetings of the Directors regarding the supply of any services or goods by any body in which that Director holds more than one hundredth part of the capital and a Director shall not vote in respect of any contract in which he or she is interested or any matter arising thereout and, if he or she does so vote, his or her vote shall not be counted.
- 9.9 A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company must, in accordance with Section 317 of the Act, declare the nature of his or her interest at a meeting of the Directors.
- 9.10 If a question arises at a meeting of the Directors as to the right of a Director to vote, the question may, before the relevant vote, be referred to the chairperson of the meeting and the chairperson's ruling in relation to any Director other than himself or herself shall be final and conclusive.

### **RETIREMENT BY ROTATION OF THE DIRECTORS**

- 10.1 At each Annual General Meeting of the Company, one-third of the Directors (or, if their number is not three or a multiple of three, the number nearest to but not exceeding one-third of the Directors) shall retire from office, but shall be eligible for re-appointment.
- 10.2 Any Director appointed pursuant to Regulation 8.7 above shall not be taken into account in determining the Directors who are to retire by rotation, in accordance with Regulation 10.1 above and Regulation 9.3 below, at the first Annual General Meeting of the Company following his or her appointment, provided that if that Director is not re-appointed at such Annual General Meeting, he or she shall vacate office at the conclusion of that Meeting.
- 10.3 Subject always to Regulation 10.2 above, the Directors to retire by rotation at each Annual General Meeting of the Company shall be those Directors who have been longest in office since their last appointment or re-appointment as Directors, but as between Directors who became or were last appointed Directors on the same day those to retire by rotation shall (unless they otherwise agree among themselves) be determined by lot.
- 10.4 The Company at the Annual General Meeting at which a Director retires by rotation may fill the vacated office by appointing a person thereto, and in default the retiring Director shall, if offering himself or herself for re-appointment, be deemed to have been re-appointed, unless at such General Meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-appointment of such Director shall have been put to the General Meeting and lost.

### **CHIEF EXECUTIVE AND EMPLOYEES**

- 11.1 The Directors may from time to time appoint and remove a Chief Executive who shall hold office on such terms and conditions and for such remuneration as may be fixed by the Directors. The Directors may delegate to the Chief Executive such powers and duties as the Directors think fit.
- 11.2 The Directors may also appoint, and in the Directors' discretion remove, such employees and agents for permanent, temporary or special services as the Directors may from time to time think fit and may determine their powers and duties and fix their salaries and emoluments and other terms and conditions of employment or engagement.

**HONORARY OFFICERS**

12. The Directors may from time to time appoint one or more Honorary Officers of the Company on such terms and conditions, for such period and for such honoraria as the Directors think fit.

**COMMITTEES**

- 13.1 The Directors may delegate any of their powers to a Committee or Committees consisting of such persons (whether or not being Directors) as the Directors shall determine. Any Committee so formed shall in the exercise of the powers delegated to it conform to any regulations that may be imposed upon it by the Directors and shall report and be responsible to the Directors.
- 13.2 Any Committee of the Directors shall elect a chairperson of its meetings; if no such chairperson is elected, or if at any meeting the chairperson is not present within 15 minutes after the time appointed for holding the meeting, the members of the Committee present shall elect one of their number to be chairperson of the meeting. A Committee of the Directors shall (subject to the rules and regulations in accordance with which the Committee is established) meet and adjourn as the Committee thinks proper.
- 13.3 Each member of a Committee of the Directors shall have one vote. Questions arising at any meeting of a Committee of the Directors shall be determined by a majority of votes of the members of the Committee present, and in the case of an equality of votes the chairperson of the meeting shall have a second or casting vote.
- 13.4 A Committee of the Directors may (unless the Directors shall otherwise determine) invite or allow such persons as the Committee may consider appropriate to attend and speak, but not to vote, at any meeting or meetings of the Committee.

**SECRETARY**

- 14.1 Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term and (subject to the Memorandum of Association of the Company) at such remuneration and upon such conditions as the Directors may think fit; and the Secretary may be removed by the Directors.
- 14.2 A provision of the Act or of the Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as a Director and as the Secretary.

**SEAL**

15. The Company shall not have a seal.

**ACCOUNTS**

- 16.1 The Directors shall cause accounting records to be kept by the Company in accordance with Section 221 of the Act.
- 16.2 The Directors shall, if they see fit, appoint a Treasurer of the Company at such remuneration and upon such conditions as the Directors may think fit; and the Treasurer may be removed by the Directors. The Treasurer may be the same person as the Secretary.
- 16.3 The accounting records shall be kept at the registered office of the Company or, subject to Section 222 of the Act, at such other place or places as the Directors may think fit, and shall always be open to the inspection of any Director.
- 16.4 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the members of the Company not being Directors, and no member of the Company shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Company in General Meeting.
- 16.5 The Directors shall from time to time in accordance with the Act cause to be prepared and to be laid before the Company in General Meeting an income and expenditure account, a balance

sheet and report of the Directors and a report of the Company's Auditors on such account and balance sheet. The Auditors' report shall be read before the General Meeting as required by the Act.

- 16.6 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors' report and a copy of the report of the Directors, shall, not less than 21 clear days before the date of the Meeting, be sent to all persons entitled to receive notice of General Meetings of the Company; provided that this Regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware.

### **AUDITORS**

17. Auditors of the Company shall be appointed and their duties regulated in accordance with the Act.

### **NOTICES**

- 18.1 A notice may be served by the Company upon any member of the Company either personally or by sending the notice through the post in a pre-paid letter, properly addressed to such member at such member's registered address as appearing in the Company's register of members.
- 18.2 Any person described in the Company's register of members by an address not within the United Kingdom, who shall from time to time give to the Company an address within the United Kingdom at which notices may be served upon that person, shall be entitled to have notices served upon that person at such address; save as aforesaid, only members of the Company described in the Company's register of members by an address within the United Kingdom shall be entitled to receive any notice from the Company.
- 18.3 Where a notice is sent by post, service of the notice shall be deemed to be effected:
- (a) in the case of a notice of a meeting, at the expiration of 48 hours after the notice was posted; and
  - (b) in any other case, at the time when the notice would be delivered in the ordinary course of post.

18.4 Notice of every General Meeting of the Company shall be given in any manner hereinbefore authorised to:-

- (a) every member of the Company (except any member of the Company whose registered address in the register of members of the Company is not within the United Kingdom and who has not supplied to the Company an address within the United Kingdom for the giving of notices to that member);
- (b) every Director; and
- (c) the Auditors for the time being of the Company.

No other person shall be entitled to receive notice of any General Meeting of the Company.

18.5 A member of the Company present, either in person or by proxy or by a representative appointed in accordance with Regulation 7.1 above, at any General Meeting of the Company shall be deemed to have received notice of that General Meeting and, where requisite, of the purposes for which that General Meeting was called.

18.6 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

### **INDEMNITY**

19. Every Director and every member of a Committee of the Directors, the Chief Executive (if any) of the Company and any agent, Auditors, Secretary, Honorary Officer and other officer from time to time and for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgement or decree is given in his or her favour or in which he or she is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him or her by the Court.

**DISSOLUTION**

20. The provisions of Clause VII of the Memorandum of Association relating to the winding-up and dissolution of the Company shall have effect and be observed as if the same were repeated in the Articles.

Name and Address of Subscriber

[ ]

Dated:- [ ]

Witness to the above signature:-