
Memorandum of Association of BALEAP

Eversheds LLP
Kett House
Station Road
Cambridge
CB1 2JY

Tel 0845 497 9797
Fax 0845 497 3777
Int +44 1223 443666
DX 5807 Cambridge
www.eversheds.com

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

BALEAP

The subscriber to this memorandum of association wishes to form a company under the [Companies Act 2006](#) and agrees to become a member of the company.

Name of subscriber

Authentication by the subscriber

Alexander Olwyn

Mary Anne Frances Ansell

Dr Megan Siân Etherington

Andrew J Gillett

Robert William Gilmour

Richard Hitchcock

Michael Jeffrey Hughes

Julie Anne King

Gail Veronica Langley

Diane Schmitt

Andrew Edward Seymour

Melinda Karen Whong

Dated: 29 July 2010

Articles of Association of BALEAP

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

BALEAP

1. **PRELIMINARY**

The regulations contained in Table A and Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and The Companies (Tables A to F) (Amendment) (No.2) Regulations 2007 (SI 2007/2826) and the model articles of association for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008) in force at the time of adoption of these Articles shall not apply to the Company and these Articles shall be the regulations of the Company.

1. **DEFINITIONS AND INTERPRETATION**

1.1 In these Articles the following expressions have the following meanings unless inconsistent with the context:

| | |
|-----------------------------|---|
| "Articles" | these Articles of Association, whether as originally adopted or as from time to time altered by special resolution |
| "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 |
| "Company" | the company intended to be regulated by these Articles |
| "Charity Commission" | the Charity Commission for England and Wales |
| "Companies Act 2006" | the Companies Act 2006 (as amended from time to time) |

| | |
|---|---|
| “Director” | a director of the Company and, if the Company is registered with the Commission, a charity trustee. Together the Directors shall be referred to as the “Executive” |
| “electronic address” | any address or number used for the purposes of sending or receiving documents or information by electronic means |
| “electronic form” and “electronic means” | have the meaning given in section 1168 of the Companies Act 2006 |
| “executed” | includes any mode of execution |
| “Executive” | the board of directors of the Company |
| “hard copy form” | has the meaning given in section 1168 of the Companies Act 2006 |
| “Institutional Member” | any body corporate, royal charter corporation or company admitted to membership in accordance with the Articles |
| “ordinary resolution” | has the meaning given in section 282 of the Companies Act 2006 |
| “office” | the registered office of the Company |
| “Member” | a member of the Company for the purposes of the Statutes |
| “Membership Criteria” | the criteria and procedure for membership of the Company |
| “seal” | the common seal of the Company (if any) |
| “secretary” | the secretary of the Company (if any) or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary |
| “special resolution” | has the meaning given in section 283 of the Companies Act 2006 |
| “the Statutes” | the Companies Acts as defined in section 2 of the Companies Act 2006 and every other statute, order, regulation, instrument or other |

subordinate legislation for the time being in force relating to companies and affecting the Company

“Subsidiary”

any other company controlled by the Company

“United Kingdom”

Great Britain and Northern Ireland.

“in writing”

hard copy form or to the extent agreed by the recipient (or deemed to be agreed by virtue of a provision of the Statutes) in electronic form or via website communication

1.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Statutes but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

1.3 References to any Statute or statutory provision in these Articles include, unless the context otherwise requires, a reference to that Statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant Statute or statutory provision.

1.4 Where the word **“address”** appears in these Articles it is deemed to include postal address and electronic address and **“registered address”** shall be construed accordingly.

2. Objects

2.1 The Company’s object(s) (**“the Objects”**) are for the public benefit, the advancement of learning, teaching and research in the field of English for academic purposes, including, without being limited to:

2.1.1 enhancing the quality of learning and teaching of English for academic purposes in further and higher education

2.1.2 supporting the professional development of those involved in learning, teaching, scholarship and research in English for academic purposes;

2.1.3 providing an accreditation scheme for courses of English for academic purposes; and

2.1.4 promoting and disseminating understanding of English for academic purposes to relevant stakeholders.

3. **Powers**

3.1 In furtherance of the above Objects but not further or for any other purpose the Company shall have the following powers ("**the Powers**"):

- 3.1.1 to do all such things which in the opinion of the Executive are in the best interests of the Company, its Members, its subscribers or other users of the Company's services or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property;
- 3.1.2 to co-operate and liaise with other charities including similar academic associations and professional bodies, voluntary bodies and statutory authorities operating in furtherance of the Objects and to exchange information and advice with them;
- 3.1.3 to inform and develop the English for academic purposes community through activities such as meetings, conferences, discussion, research and scholarship in relation to learning and teaching of English for academic purposes in further and higher education;
- 3.1.4 to manage and promote quality assurance schemes such as the accreditation scheme
- 3.1.5 to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Executive may think fit and provided also that the Company shall not undertake any permanent trading activities in raising funds for the above mentioned Objects;
- 3.1.6 to lend and advance money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company subject to such conditions or consents as may from time to time be required or imposed by law;
- 3.1.7 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable, or mercantile instruments;
- 3.1.8 to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company or legal entity;

- 3.1.9 to deposit or invest funds, employ a personal fund-manager and arrange for the investments or other property of the Company to be held in the name of a nominee in the same manner and subject to the same conditions as trustees of a trust are permitted to do under the Trustee Act 2000;
- 3.1.10 to borrow and raise money in such manner and on such security as the Executive may think fit;
- 3.1.11 to charge the whole of the property belonging to the Company as security for repayment of the money borrowed. If the Company is also a charity, the Company must comply as appropriate with the Charities Act 1993, as amended by the Charities Act 2006, if it wishes to mortgage land;
- 3.1.12 either with or without security, to give financial assistance by way of loans, donations or otherwise to any individual, firm or charity for the purpose of furthering the Objects;
- 3.1.13 to undertake interest rate and currency swaps, options, swap option contracts, forward exchange contracts, forward rate agreements, futures contracts or other financial instruments including but not limited to hedging agreements and derivatives of any kind and all or any of which may be on a fixed and/or floating rate basis and/or in respect of sterling, the Euro, any other currencies or basket of currencies or commodities of any kind and in the case of such swaps, options, swap option contracts, forward exchange contracts, forward rate agreements, futures contracts or other financial instruments including hedging agreements and derivatives of any kind they may be undertaken by the Company on a speculative basis or otherwise provided that, if the Company is also a charity, it is in accordance with applicable charity law from time to time in force;
- 3.1.14 to invest the moneys of the Company not immediately required for the furtherance of its Objects in or upon such investments, securities or property as the Executive may think fit, subject to such conditions and such consents as may for the time being be imposed or required by law;
- 3.1.15 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Executive may think necessary for the promotion of the Company's Objects;

- 3.1.16 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its Objects;
- 3.1.17 to rent, build work, endow, furnish, equip, execute, carry out, improve, alter, administer, maintain, manage, insure or control building premises and other property for industrial, commercial or other use and to contribute to and assist in nay aforesaid activities with a view to the promotion or carrying out of the Objects of the Company;
- 3.1.18 to control, manage, finance, subsidise, co-ordinate or otherwise assist any association or organisation (whether incorporated or unincorporated) in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem to the Executive to be desirable with respect to any business or operations of or generally with respect to any such company association or organisation;
- 3.1.19 to acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for any such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received;
- 3.1.20 to subscribe for, take, hold, or otherwise acquire, hold, deal with any disposal of shares of any other company (including any subsidiary company);
- 3.1.21 to coordinate the policy and administration of any subsidiary companies of which the Company is a member;
- 3.1.22 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;

- 3.1.23 to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with the Company) to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid);
- 3.1.24 subject to **Article 5** to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company. The Company may employ or remunerate a Member of its Directors only to the extent it is permitted to do so by **Article 5** and provided it complies with the conditions in that clause;
- 3.1.25 to establish and operate conference halls and centres, schools, lecture halls, theatres and rooms, laboratories, workshops, training centres and other places of learning, training or tuition at premises occupied by the Company or at sites elsewhere at which persons may undertake education, instruction and training as a means of gaining knowledge of or experience or fluency in any skill, trade, business, profession, calling, occupation or pursuit by written, visual or oral means through personal attendance at lectures, seminars, education and training courses organised and held by the Company or through and by outside sources or through correspondence, pre-recorded cassette, televisual and audio means or any other method which may be adopted and all or any other subjects whatsoever that may be included in a commercial, technical, scientific, classical or academic education or may be conducive to knowledge of or skill in any profession, trade, pursuit, business or calling;
- 3.1.26 to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants;
- 3.1.27 to purchase and maintain, for the benefit of any Director or officer of the Company, indemnity insurance to cover their liability:
- 3.1.27.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of

trust, or breach of duty of which they may be guilty in relation to the Company; and/or

- 3.1.27.2 to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986;

save that any such insurance in the case of **Article 4.1.27** shall not extend to any liability of a Director:

- 3.1.27.3 resulting from conduct which the Director knew, or must be assumed to have known, was not in the best interests of the Company, or where the Director did not care whether such conduct was in the best interests of the Company or not;

- 3.1.27.4 to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Director;

- 3.1.27.5 to pay a fine;

- 3.1.27.6 to make such a contribution where the basis of the Director's liability is his knowledge prior to the insolvent liquidation of that Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;

- 3.1.28 subject to the provisions of, and so far as may be permitted by, the Companies Act 2006, to fund the expenditure of every Director, alternate Director or other officer of the Company incurred or to be incurred:

- 3.1.28.1 in defending any criminal or civil proceedings; or

- 3.1.28.2 in connection with any application under section [1157](#) of the Companies Act [2006](#).

- 3.1.29 to subscribe to, become a member of, or amalgamate with any other organisation, institution, society or body formed for any of the purposes included in the Objects;

- 3.1.30 to co-operate with any organisation, institution, society or body formed for any of the purposes included in the Objects (whether private or public sector, industrial, commercial, profit making or charitable);

- 3.1.31 to establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated by the Executive to further any of the Objects of the Company;
- 3.1.32 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other Company formed for any of the Objects;
- 3.1.33 to do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate;
- 3.1.34 to pay all or any expenses incurred in connection with the promotion, formation, incorporation and registration of the Company;
- 3.1.35 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may to the Executive seem conducive to the attainment of the Company's Objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Executive may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;
- 3.1.36 to do all such other lawful things as are necessary for the attainment of the above Objects or any of them;

and so that:

- 3.1.36.1 where the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- 3.1.36.2 none of the Objects or Powers shall be restrictively construed but the widest interpretation shall be given to each such Object or Power, and none of such Objects or Powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other Objects or Powers or inference from the name of the Company;
- 3.1.36.3 none of the Objects therein specified shall be deemed subsidiary or ancillary to any of the Objects specified in any other such sub-clause, and the Company shall have full power to exercise each and every one of the Objects.

4. **Benefits to Members and Directors**

4.1 If the Company is a registered charity, the income and property of the Company shall be applied solely towards the promotion of the Objects and no portion of such income and property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to Members of the Company, save to a Member which is a charity **PROVIDED THAT** nothing herein shall prevent any payment by the Company in the best interests of the Company if the Executive follows the procedure and observe the conditions set out in **Article 5.2** and if one of the following conditions applies:

- 4.1.1 No Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company unless;
- 4.1.2 the payment is of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- 4.1.3 the payment is of interest on money lent by any Member of the Company or of its Executive at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the Executive;
- 4.1.4 the payment is of reasonable and proper rent for premises demised or let by any Member of the Company or of its Directors;
- 4.1.5 the payment is of fees, remuneration or other benefit in money or money's worth to any company or other legal entity of which a Director may also be a member holding not more than 1% (one percent) of either the capital of that company or of its ownership interest;
- 4.1.6 the payment is to any Director of reasonable out-of-pocket expenses;
- 4.1.7 the payment is to any Director in their capacity of a beneficiary of the Company;
- 4.1.8 the payment is to a Director under a contract for the supply of goods or services to the Company, other than for acting as a Director;
- 4.1.9 the payment is of a premium in respect of any indemnity insurance to cover the liability of a Director which, by virtue of any rule of law would otherwise attach to him or her in respect of any negligence, default,

breach of trust or breach of duty of which they may be guilty in relation to the Company: provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Director knew, or must be assumed to have known, was not in the best interests of the Company, or where the Director did not care whether such conduct was in the best interests of the Company or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Director; or

4.1.10 Charity Commission consent has been obtained.

4.2 The Company and its Directors may only rely upon the authority provided by **Article 5.1** if each of the following conditions is satisfied:

4.2.1 the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances;

4.2.2 the Director is absent from the part of any meeting at which there is discussion of:

4.2.2.1 his employment or remuneration, or any matter concerning the contract; or

4.2.2.2 his performance in the employment, or his or her performance of the contract; or

4.2.2.3 any proposal to enter into any other contract or arrangement with him or to confer any benefit upon him that would be permitted under **Article 5.1**; or

4.2.2.4 any other matter relating to a payment or the conferring of any benefit permitted by **Article 5.1**;

4.2.3 the Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting;

4.2.4 the other Directors are satisfied that it is in the interests of the Company to employ or to conduct with that Director rather than with someone who is not a Director. In researching that decision the Executive must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest);

- 4.2.5 the reason for their decision is recorded by the Executive in the minute book;
- 4.2.6 a majority of the Directors then in office have received no such payments;
- 4.3 The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is:
 - 4.3.1 a partner;
 - 4.3.2 an employee;
 - 4.3.3 a consultant;
 - 4.3.4 a director;
 - 4.3.5 a shareholder, unless the shares of the Company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital; or
 - 4.3.6 an owner unless the ownership interest is less than 1% of the total.

5. **LIMITATION OF LIABILITY AND WINDING UP**

- 5.1 The liability of the Members is limited.
- 5.2 Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 5.3 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed among the Members of the Company, unless the Company be a registered charity in which case such property shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of **Article 5**, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

6. **MEMBERS**

- 6.1 The subscriber to these Articles and such other persons as are admitted to membership in accordance with these Articles shall be Members of the Company. No person shall be admitted as a Member of the Company unless their application for Membership has been approved by the Executive.
- 6.2 The Executive shall have an absolute discretion in determining whether to accept or reject any application for Membership and shall not be bound to assign any reason for their decision. New Members shall apply in writing to the chair of the Company in accordance with the Membership Criteria, which may be established from time to time by the Executive.
- 6.3 Every person nominated to become a Member of the Company shall either sign a written consent to become a Member or sign the register of Members on becoming a Member.
- 6.4 Subject to all moneys presently payable by it/her/him the Company pursuant to any rules or bye-laws made by the Executive pursuant to these Articles or otherwise having been paid, a Member may at any time resign from the Company by giving at least six months notice in writing to the Company provided that after such resignation the number of Members remaining is not less than two.
- 6.5 Membership is not transferable and will terminate in the event of:
- 6.5.1 such Member dying or, if an organisation, ceasing to exist or operate;
 - 6.5.2 such Member's bankruptcy or the making of any arrangement or composition with his or her creditors, or being a corporation, liquidation;
 - 6.5.3 any sum due from the Member to the Company is not paid in full within six months of it falling due; or
 - 6.5.4 such Member ceasing to fulfil the Membership Criteria which the Members may set from time to time by the Executive.
- 6.6 Membership shall terminate if
- 6.7 The Executive shall have an absolute discretion to create categories of Membership, establish the Membership Criteria and Membership application process from time to time, admit to and remove from Membership any person and determine what the rights, duties and obligations of each Membership category shall be.

7. **PATRONS**

- 7.1 The Executive may appoint and remove any person as patron of the Company and on such terms as it shall think fit.
- 7.2 A patron shall have the right to be given notice of, to attend and speak but not vote at any general meeting of the Company as if a Member.

8. **GENERAL MEETINGS**

- 8.1 The Company may (but shall not be obliged to do so), if determined by the Executive, hold an annual general meeting of Members in accordance with the Statutes in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. Any such annual general meeting shall be held at such time and place as the Executive shall appoint. All meetings other than annual general meetings shall be called general meetings.
- 8.2 The Executive may call general meetings at any time.
- 8.3 If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any Member of the Company may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Executive.

9. **NOTICE OF GENERAL MEETINGS**

- 9.1 An annual general meeting shall be called by at least fourteen days' notice. All other meetings of the Company other than an annual general meeting shall be called by at least fourteen clear days' notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, in case of special business.
- 9.2 All business shall be deemed special that is transacted at a general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the profit and loss account, balance sheet, and the reports of the Executive and auditors, and the appointment of, and the fixing of the remuneration, of the auditors.
- 9.3 Subject to the provisions of these Articles notice of and other communications relating to a general meeting shall be given to all Members, to all Directors and to the auditors.
- 9.4 Notwithstanding the foregoing provisions of these Articles a general meeting may be called by shorter notice if it is so agreed in accordance with section 307 of the Companies Act 2006.

- 9.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall invalidate the proceedings at that meeting.
- 9.6 Every notice convening a general meeting shall be given in accordance with section 308 of the Companies Act 2006 that is, in hard copy form, electronic form or by means of a website.
- 9.7 The Company may send a notice of meeting by making it available on a website or by sending it in electronic form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the Companies Act 2006.
- 9.8 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so.
- 9.9 The notice must be given to all directors and to the auditors of the Company.

10. **PROCEEDINGS AT GENERAL MEETINGS**

- 10.1 No business shall be transacted at any general meeting unless a quorum of Members is present. Fifteen of the persons entitled to vote upon the business to be transacted, each being a Member or a duly authorised proxy or representative of a Member shall be a quorum save that, if and for so long as the Company has only one person as a Member, one Member present in person shall be a quorum. If within half an hour from the time appointed for the general meeting a quorum is not present the general 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 Executive may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefore the Member or Members present in person or by proxy or representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.
- 10.2 General meetings shall be chaired by the person who has been appointed to chair the meeting of the Executive. The chair of the meeting shall not have a casting vote.
- 10.3 If at any meeting no Director is willing to act as chair or if no Director is present within fifteen minutes after the time appointed for holding the general meeting, the Members present shall choose one of their number to be chair of the meeting.

- 10.4 The chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for seven days or more, five days notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 10.5 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands.
- 10.6 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 of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 10.7 A written resolution passed by in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document).

11. **VOTES OF MEMBERS**

- 11.1 On a show of hands or otherwise every Institutional Member (being a corporation) represented by a duly authorised representative shall have two votes and every other Member present in person or in proxy shall have one vote. A Member shall be entitled to appoint a proxy to exercise all or any of his or her rights to attend and to speak and vote at a meeting of the Company.
- 11.2 No Member shall be entitled to vote at any general meeting unless all moneys presently payable by it to the Company pursuant to any rules or bye-laws made by the Executive or otherwise have been paid.
- 11.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.
- 11.4 Any Member of the Company that is a legal entity may nominate any person to act as its representative at any meeting of the Company. That legal entity must give written notice to the Company of the name of its representative. The nominee shall not be entitled to represent the legal entity at any meeting unless the notice has been received by the Company. The nominee may continue to

represent the legal entity until written notice to the contrary is received by the Company.

- 11.5 Any notice given to the Company will be conclusive evidence that the nominee is entitled to represent the legal entity or that the nominee's authority has been revoked. The Company shall not be required to consider whether the nominee has been properly appointed by the legal entity.

12. **WRITTEN RESOLUTIONS**

- 12.1 A written resolution, proposed in accordance with section 288(3) of the Companies Act 2006, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.

- 12.2 For the purposes of this **Article 13** "circulation date" is the day on which copies of the written resolution are sent or submitted to Members or, if copies are sent or submitted on different days, to the first of those days.

13. **COMPOSITION OF THE EXECUTIVE**

- 13.1 The number of Directors shall not be less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

- 13.2 Directors shall be appointed by the decision of the Members of the Company, who shall also have the right to replace any Director so appointed from time to time.

- 13.3 Every Director shall sign a declaration of willingness to act as a Director of the Company before being able to vote at meetings of Directors. Each Director shall hold office for a period of 3 years after which they may stand for re-election. The election of Directors shall be by secret ballot and shall be governed by the by-laws adopted in accordance with the Articles.

- 13.4 A Director may not appoint an alternate Director or anyone to act on his or her behalf at the meetings of the Executive.

14. **POWERS OF DIRECTORS**

- 14.1 Subject to the provisions of the Statutes, these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Executive who may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the Executive which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this **Article 15.1** shall not be limited by any special power given to the Executive by these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Executive.

14.2 A Director must absent himself or herself from any discussions of the Executive in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

14.3 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 manner as the Executive shall from time to time by resolution determine.

15. **DELEGATION OF DIRECTORS' POWERS**

15.1 The Executive may delegate any of their powers to any committee consisting of one or more Directors and any such other persons as the Executive may decide from time to time. Any such delegation may be made subject to any conditions the Executive may impose (including reporting structures to the Executive) and may be collateral to their own powers and may be revoked or altered. Subject to any such conditions the proceedings of a committee with two or more Members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying. All proceedings of committees must be reported promptly to the Directors.

15.2 The Executive may delegate any of its powers to any officers, which do not need to be Directors. The Executive shall adopt from time to time regulations setting out the titles, duties, responsibilities and reporting lines of such officers.

16. **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

16.1 The office of a Director shall be vacated if:

16.1.1 he or she ceases to be a Director by virtue of any provision of these Articles, he or she becomes prohibited by law from being a director of a company which is governed by the Companies Act 2006 (as may be amended or re-stated from time to time), or, if he or she becomes prohibited by law from being a trustee of a charity which is governed by the Charities Act 1993 (as may be amended or re-stated from time to time);

16.1.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or

16.1.3 he or she is, or may be, suffering from mental disorder and either:

16.1.3.1 he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for

admission under the Mental Health (Scotland) Act 1960;
or

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

16.1.4 he or she resigns his or her office by notice to the Company in accordance with the Articles;

16.1.5 he or she shall for more than six consecutive months have been unable to act or fulfil his or her Director's duties through ill health or disability during that period and the Executive resolve that his or her office be vacated; or

16.1.6 he or she shall for more than 6 consecutive months have been absent without permission of the Executive from meetings of the Executive held during that period and the Executive resolves that his or her office be vacated.

16.1.7 he or she is disqualified from acting as a charity trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision).

16.2 The Directors may not be required to retire by rotation.

16.3 A Director may retire by giving six months written notice to the Executive of his or her intention to resign from office.

17. **PROCEEDINGS OF THE EXECUTIVE**

17.1 Subject to the provisions of these Articles, the Directors may regulate their meetings, as they think fit. A Director may, and the secretary (if any) at the request of a Director shall, call a meeting of the Executive. Questions arising at a meeting shall be decided by a majority of votes. Each Director shall have one vote. In the case of an equality of votes, the chair shall not have a second or casting vote. Notice of every meeting of the Executive shall be given to each Director, including Directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service.

17.2 Any Director may participate in a meeting of the Executive or a committee constituted pursuant to the Articles of which he or she is a member by means of

a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Statutes, shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair of the meeting then is.

17.3 The quorum for the transaction of the business of the Executive may be fixed by the Executive, and unless so fixed at any other number, shall be two thirds of the Directors from time to time (or rounded up to the next full number).

17.4 Notwithstanding any vacancies in their number, the continuing Directors or where there is only one, the sole continuing Director, may continue to act but, if the number of Directors is less than the number fixed as the quorum they (or in the case of a sole Director he or she), may act only for the purpose of filling vacancies, or of calling a general meeting.

17.5 Unless he or she is unwilling to do so, the chair of the meeting shall preside at every meeting of the Executive at which he or she is present. But, if there is no person holding the office of chair, or if the chair is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chair of the meeting.

17.6 All acts done by any meeting of the Executive or of a committee constituted pursuant to the Articles or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid, or that they or any of them were disqualified from holding office or had vacated office, or (in the case of any Director other than the Director) were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

17.7 A resolution in writing, signed by all the Directors other than the Director entitled to receive notice of a meeting of Directors or of a committee constituted pursuant to the Articles shall be as valid and effectual as if it had been passed at a meeting of the Executive or (as the case may be) such a committee duly convened and held and may consist of several documents in the like form each signed by one or more Directors or members of the committee (as the case may be).

18. **AUDITORS' APPOINTMENT AND RE-APPOINTMENT**

18.1 Auditors must be appointed for each financial year of the Company and shall be appointed by the Executive. Other than the Company's first financial year, the

appointment must be made in the period for appointing auditors as defined in section 485 of the Companies Act 2006.

- 18.2 Auditors cease to hold office at the end of next period for appointing auditors unless and until they are re-appointed.

19. **SECRETARY**

- 19.1 Subject to the provisions of the Statutes, if the Company chooses to have a secretary then the secretary shall be appointed by the Executive for such term, at such remuneration and upon such conditions as they think fit; and any secretary so appointed may be removed by them; provided always that no Director may hold office as secretary where such office is remunerated.

- 19.2 A provision of the Statutes or these 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 Director and as, or in place of, the secretary.

20. **MINUTES**

The Executive shall cause minutes to be made in books kept for the purposes:

- 20.1 of recording the names and addresses of all Members; and
- 20.2 of all appointments of officers made by the Executive; and
- 20.3 of all proceedings at meetings of the Company and of the Executive and of committees constituted pursuant to the Articles including the names of Directors and Members (as appropriate) present at each such meeting.

21. **THE SEAL**

If the Company has a seal it shall only be used with the authority of the Executive or of a committee authorised by the Executive. The Executive may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by one Director whose signature shall be attested in the presence of a witness or by one Director and the secretary or by two Directors.

22. **ACCOUNTS AND ANNUAL REPORT**

- 22.1 No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Executive or by ordinary resolution of the Company.

- 22.2 The Executive must prepare accounts and keep accounting records as required by the Statutes.
- 22.3 The Executive shall if the Company is a registered charity comply with the requirements of the Charities Act 1993 and 2006 with regard to statement of accounts, preparation of an annual report, preparation of an annual return and their transmission to the Charity Commission.
- 22.4 The Executive shall if the Company is a registered charity notify the Charity Commission of any changes to the Company's entry on the Central Register of Charities.

23. **NOTICES**

- 23.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Executive) shall be in writing and shall be sent to an address for the time being notified for that purpose to the person giving the notice.
- 23.2 The Company may give any notice to a Member either personally or by sending it by first class post in a prepaid envelope addressed to the Member at his or her registered address or by leaving it at that address or by giving it in electronic form to an address for the time being notified to the Company by the Member. A Member who gives to the Company an address either within or outside the United Kingdom at which notices may be given to it, or an address to which notices may be sent in electronic form, shall be entitled to have notices given to him or her at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.
- 23.3 A Member present in person, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 23.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted or, in the case of a notice contained in electronic form, at the expiration of 24 hours after the time it was sent.
- 23.5 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and

such notice shall be deemed to have been duly served on all Members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

24. **INDEMNITIES FOR DIRECTORS**

Subject to the provisions of the Companies Act 2006 every Director or other officer shall be indemnified out of the assets of the Company against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

25. **RULES OR BYE-LAWS**

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

25.1.1 the rights and privileges of Members, Membership Criteria, the entrance fees, subscriptions and other fees or payments to be made by Members;

25.1.2 the conduct of Members of the Company in relation to one another, and to the Company's servants;

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

25.1.4 the procedure at general meetings and meetings of the Executive and committees in so far as such procedure is not regulated by these Articles;

25.1.5 and, generally, all such matters as are commonly the subject matter of such rules,

provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum of Association of the Company or these Articles.

25.2 The Company shall have power to alter or repeal the rules or bye-laws referred to and to make additions thereto. The Executive shall adopt such means as they deem sufficient to bring to the notice of Members all such rules or bye-laws, so long as they shall be in force, shall be binding on all Members.

26. **DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE**

26.1 Where the Statutes permit the Company to send documents or notices to its Members in electronic form or by means of a website, the documents will be validly sent provided the Company complies with the requirements of the Statutes.

26.2 Subject to any requirement of the Statutes documents and notices may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

Names and Addresses of Guarantors

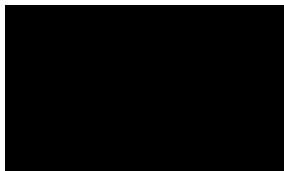
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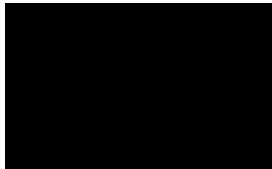
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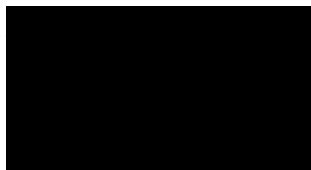
Name: Dr Megan Siân Etherington



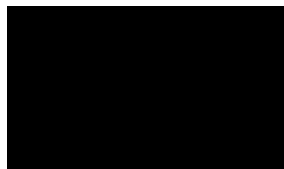
Name: Andrew J Gillett



Name: Robert William Gilmour



Name: Richard Hitchcock

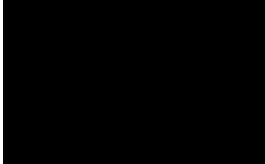


Name: Michael Jeffrey Hughes

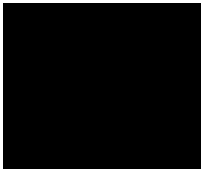


Name: Julie Anne King

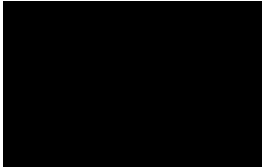
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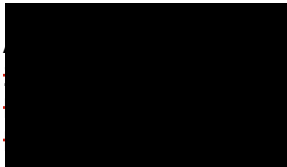
Name: Gail Veronica Langley



Name: Diane Schmitt



Name: Andrew Edward Seymour



Name: Melinda Karen Whong

