**THE COMPANIES ACT 1985**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

# MEMORANDUM OF ASSOCIATION

**OF**

**ECHO FOR EXTRA CHOICES IN HEREFORDSHIRE LIMITED**

**Registered Company No:4475254**

**Registered charity No:1096449**

1. The name of the Association (hereinafter called “the Company”) is “ECHO for Extra Choices in Herefordshire”
2. The registered office of the Company will be situated in England.
3. The Company is established for all or any of the following purposes:
4. To advance education of persons resident in the County of Herefordshire and the immediate neighbourhood thereof, in particular (but without prejudice to the generality of the foregoing) by:
5. Enabling adults with learning or physical disabilities or mental health difficulties to attend ordinary educational activities.

1. Organising special mixed ability courses for the benefit of adults with learning or physical disabilities or mental health difficulties.
2. Organising specialist educational or training opportunities for the benefit of adults with learning or physical disabilities or mental health difficulties.
3. To provide or assist in the provision of facilities for recreation or other leisure time occupation in the interests of social welfare with the object of improving the conditions of life for all persons with learning or physical disabilities or mental health difficulties.
4. To support adults with learning and physical disabilities or mental health difficulties to access leisure, volunteering and employment opportunities with the object of improving the conditions of their lives and increasing their opportunities for inclusion in the community.
5. In furtherance of the said objectives, but not further or otherwise, the Company shall have power:
6. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
7. To raise funds and to invite and receive contributions: provided that in raising funds the Company shall not undertake any substantial permanent trading activities except in direct furtherance of the said objects and shall conform to any relevant statutory regulations.
8. To acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
9. Subject to clause 5 below, to employ such staff, who shall not be directors of the Company (hereinafter referred to as “the trustees”), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependents;
10. To establish or support any charitable trusts, associations or institutions formed for all or any of the Objects.
11. To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them.
12. 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;
13. To invest the monies of the Company not immediately required for its Objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
14. To purchase trustee indemnity insurance for the trustees in accordance with clause 5;
15. To do all such other lawful things as are necessary for the achievement of the above Objects.

5. The income and property of the company shall be applied solely towards the promotion of the objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company and no trustee 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 without the prior written consent of the Charity Commission. PROVIDED THAT nothing in this document shall prevent any payment in good faith by the Company:

1. of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a trustee;
2. of interest on money lent by any member of the Company or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of clearing bank to be selected by the trustees;
3. of fees, remuneration or other benefit in money or money’s worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that Company;
4. of reasonable and proper rent for premises demised or let by any member of the Company or a trustee;
5. to any trustee of reasonable out-of-pocket expenses.
6. (1) To provide indemnity insurance to cover the liability of the trustees:
7. 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 might be guilty in relation to the company;
8. to make contributions to the assets of the company in accordance with the provisions of section 214 of the Insolvency Act 1986.

(2) Any such insurance in the case of (1)(a) shall not extend to:

1. any liability resulting from conduct which the trustees knew, or must be assumed to have known, was not in the best interests of the company, or which the trustees did not care whether it was in the best interests of the company or not;
2. any liability 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 trustees;
3. any liability to pay a fine.

(3) Any insurance in the case of (1)(b) shall not extend to any liability 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.

6*.* The liability of the members is limited.

7. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the assets of the Company, if it should be wound up while he or she is a member, or. within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Company contracted before he or she 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.

8. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied, there remains any property, it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other Company or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Clause 5 above, chosen by the members of the Company at or before the time of dissolution, and if that cannot be done then to some other charitable object.

**This memorandum of association was amended at the Annual General Meeting held on**

Signatures,

1. **Caroline Arthur (Chair)**

**Address**

**Signature**

1. **Blaise White (Treasurer)**

**Address**

**Signature**

1. **Mike Cook (Company Secretary)**

**Address**

**Signature**

THE COMPANIES ACT 1985 and 1989

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION OF**

**ECHO FOR EXTRA CHOICES IN HEREFORDSHIRE LIMITED**

**Registered Company No:4475254**

**Registered charity No:1096449**

### INTERPRETATION

1. In these Articles:

“the Company” means the company intended to be regulated by these articles;

­‘the Act” means the Companies’ Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

“the Articles” means these Articles of Association of the Company;

“clear days” in relation to the period of a notice means the 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;

“executed” includes any mode of execution;

“the Memorandum” means the memorandum of association of the Company;

“office” means the registered office of the Company;

“the Board” means the Board of Trustees of the Company.

“the seal’ means the common seal of the Company;

“secretary” means the secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company; including a joint, assistant or deputy secretary;

“the trustees” means the directors of the Company;

“the United Kingdom” means Great Britain and Northern Ireland.

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Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act.

**MEMBERS**

1. (1) The subscribers to the Memorandum and such other persons or organisations as are admitted to membership in accordance with the rules made under Article 59 shall be members of the Company. No person shall be admitted as a member of the Company unless his or her application for membership is approved by the trustees.

(2) Unless the trustees of the Company in General Meeting shall make other provision under Article 59, the trustees may in their absolute discretion permit any member of the Company to retire provided that after such retirement the number of members is not less than two.

### GENERAL MEETINGS

1. The Company shall hold an Annual General Meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the trustees shall appoint. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
2. The trustees may, whenever they think fit, call General Meetings and on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than 8 weeks after receipt of the requisition. If there are not within the United Kingdom sufficient trustees to call a general meeting, any trustee or any member of the Company may call a General Meeting.

### NOTICE OF GENERAL MEETINGS

1. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution appointing a person as a trustee shall be called by at least twenty-one days’ clear notice. All other Extraordinary General Meetings shall be called by at least fourteen days’ clear notice but a General Meeting may be called by shorter notice if so agreed:
2. in the case of the Annual General Meeting, by all the members entitled to attend and vote; and
3. in the case of any other meeting, by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 per cent of the total voting rights. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall be given to all the members and to the trustees and auditors.

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 not invalidate the proceedings at that meeting.

### PROCEEDINGS AT GENERAL MEETINGS

1. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business: three members present in person or one-tenth of the membership, whichever is greater, shall be a quorum.
2. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the trustees may determine.
3. The Chair, if any, of the trustees shall chair every General Meeting of the Company, or if there is no such Chair, or if he or she shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the trustees present shall elect one of their number to chair the meeting.
4. If at any meeting no trustee is willing to act as Chair, or if no trustee is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to chair the meeting.
5. A trustee shall, notwithstanding that he or she is not a member, be entitled to attend and speak at any general meeting.
6. 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 business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days’ notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
7. A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll can be demanded:
8. by the Chair or
9. by at least two members having the right to vote at the meeting; or
10. by any member or members representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting.
11. Unless a poll is duly demanded, a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
12. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for a poll was made.
13. A poll shall be taken as the Chair directs and he or she may appoint scrutineers (who need not be members) and fix a time and a place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
14. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a second or casting vote.
15. A poll demanded on the election of a Chair, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and in such manner as the Chair of the meeting directs, not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
16. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days’ notice shall be given specifying the time and place at which the poll is to be taken.

### VOTES OF MEMBERS

1. Subject to Article 17, every member shall have one vote.
2. No member shall be entitled to vote at any General Meeting unless all moneys then payable by him or her to the Company have been paid.
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.
4. Any organisation which is a member of the Company may by resolution of its Committee or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he or she represents as that organisation could exercise if it were an individual member of the Company.
5. The organisation must give written notice to the Company of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The representative may continue to represent the organisation until written notice to the contrary is received by the Company.
6. Any notice given to the Company will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the representative has been properly appointed by the organisation.

### TRUSTEES

1. The maximum number of trustees shall be determined by the Company in General Meeting, but unless and otherwise determined it shall be fifteen. The minimum number of trustees shall be three.
2. At least one third of the trustees shall be adults with learning and physical disabilities or mental health difficulties who participate in the activities provided by the Company under Clause 3 of the Memorandum of Association.  If the figure of one third is not reached, the board may continue to function while taking active steps to recruit participant trustees.
3. The first trustees shall be those persons named in the statement delivered pursuant to section 10(2) of the Act, who shall be deemed to have been appointed under the articles. Future trustees shall be appointed as provided subsequently in the articles.

### POWERS OF TRUSTEES

1. Subject to the provisions of the Act, the Memorandum and Articles and any directions given by special resolution, the business of the Company shall be managed by the trustees, who may exercise all the powers of the Company. No alteration to the Memorandum or the Articles and no such direction shall invalidate any prior act of the trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the trustees by the articles and a meeting of trustees at which a quorum is present may exercise all the powers exercisable by the trustees.
2. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the articles the trustees shall have the following powers, namely:
3. to expend the funds of the Company in such a manner as they shall consider most beneficial for the achievement of the objects, and to invest in the name of the Company such part of the funds as they may see fit, and to direct the sale or transposition of any such investments, and to expend the proceeds of any such sale in furtherance of the objects of the Company;
4. to enter into contracts on behalf of the Company.

### APPOINTMENT AND RETIREMENT OF TRUSTEES

1. At the first Annual General Meeting of the Company all the trustees shall retire from office. At every subsequent annual general meeting one third of the trustees shall retire by rotation or, if their number is not 3 or a multiple of 3, the number nearest to one third shall retire from office; but if there is only one trustee who is subject to retirement by rotation, he or she shall retire.
2. Subject to the provisions of the Act, the trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last re-appointed trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
3. If the Company at the meeting at which a trustee retires by rotation, does not fill the vacancy, the retiring trustee shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the trustee is put to the meeting and lost.
4. No person other than a trustee retiring by rotation shall be appointed or re-appointed a trustee at any general meeting unless:
5. He or she is recommended by the trustees; or
6. Not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice in writing signed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Company’s register of trustees together with a notice executed by that person of his willingness to be appointed or re-appointed.
7. No person may be appointed as a trustee:
8. If he or she is under the age of 18 years unless the Company is a registered company; or
9. In circumstances such that, had he or she already been a trustee, he or she would have been disqualified from acting under the provisions of Article 38.
10. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting, notice shall be given to all persons who are entitled to receive notice of the meeting of any person (other than a trustee retiring by rotation at the meeting) who is recommended by the trustees for appointment or re-appointment as a trustee at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him or her at the meeting for appointment or reappointment as a trustee. The notice shall give the particulars of that person which would, if he or she were so appointed or re-appointed, be required to be included in the Company’s register of trustees.
11. Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a trustee either to fill a vacancy or as an additional trustee and may also determine the rotation in which any additional trustees are to retire.
12. The trustees may appoint a person who is willing to act to be a trustee either to fill a vacancy or as an additional trustee provided that the appointment does not cause the number of trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of trustees. A trustee so appointed shall hold office until the next following Annual General Meeting and shall not be taken into account when determining the trustees who are to retire by rotation at the meeting. If not re-appointed at such annual general meeting, he or she shall vacate office at the conclusion thereof.
13. Subject as aforesaid, a trustee who retires at an Annual General Meeting may, if willing to act, be re-appointed.

### DISQUALIFICATION OF MEMBERS

1. A trustee shall cease to hold office if he or she:
2. ceases to be a trustee by virtue of any provision in the Act or is disqualified from acting as a trustee by virtue of Section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
3. in the written opinion, given to the Company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;
4. resigns his office by notice to the Company (but only if at least two trustees will remain in office when the notice of resignation is to take effect); or
5. is absent without the permission of the trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated.

#### TRUSTEES’ EXPENSES

1. The trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of trustees or committees of trustees or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

#### TRUSTEES’ APPOINTMENTS

1. Except to the extent permitted by clause 5 of the Memorandum, no trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a trustee in any other contract to which the Company is a party.

### PROCEEDINGS OF TRUSTEES

1. Subject to the provisions of the articles, the trustees shall regulate their meetings as they think fit. A trustee may, and the secretary at the request of a trustee shall call a meeting of the trustees. It shall not be necessary to give notice of a meeting to any trustee who is absent from the United Kingdom. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of voters the Chair shall have a second or casting vote
2. The quorum for the transaction of the business of the trustees may be fixed by the trustees but shall not be less than one third of their number or three trustees, whichever is the greater.
3. The trustees may act notwithstanding any vacancies in their number, but, if the number of trustees is less than the number fixed as the quorum, the continuing trustees or trustee may act only for the purpose of filling vacancies or of calling a general meeting.
4. The trustees may appoint one of their number to be the Chair of their meetings and may at any time remove him or her from that office. Unless he or she is unwilling to do so, the trustee so appointed shall preside at every meeting of trustees at which he or she is present. But if there is no trustee holding that office, or if the trustee holding it is unwilling to preside or is not present within 5 minutes after the time appointed for the meeting, the trustees present may appoint one of their number to be Chair of the meeting.
5. The trustees may appoint one or more sub-committees consisting of three or more trustees for the purpose of making any enquiry or supervising or performing any function or duty which in the opinion of the trustees would be more conveniently undertaken or carried out by a sub-committee; providing that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the trustees.
6. All acts done by a meeting of trustees, or of a committee of trustees, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any trustee or that any of them were disqualified from holding office, or had vacated office, or 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 trustee and had been entitled to vote.
7. A resolution in writing signed by all the trustees entitled to receive notice of a meeting of trustees or of a committee of trustees, shall be as valid and effective as if it had been passed at a meeting of trustees or (as the case may be) a committee of trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the trustees.
8. Any bank account in which any part of the assets of the Company is deposited shall be operated by the trustees and shall indicate the name of the Company. All cheques and orders for payment of money from such an account shall be signed by at least two nominated people.

**DECLARATION OF TRUSTEES’ INTERESTS**

1. A trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the which has not previously been declared. A trustee must absent himself or herself from any discussions of the trustees 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).

**CONFLICTS OF INTERESTS AND CONFLICTS OF LOYALTIES**

1. If a conflict of interests arises for a trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted trustees may authorise such a conflict of interests where the following conditions apply:
2. the conflicted trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
3. the conflicted trustee does not vote on any such matter and is not to be counted when considering whether a quorum of trustees is present at the meeting; and
4. the unconflicted trustees consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.

In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

### SECRETARY

1. Subject to the provisions of the Act, the secretary shall be appointed by the trustees for such term, at such remuneration (if not a trustee) and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

### THE SEAL

1. The seal shall only be used by the authority of the trustees or of a committee of trustees authorised by the trustees. The trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be countersigned by the secretary or by a second trustee.

### ACCOUNTS

1. Accounts shall be prepared in accordance with the provisions of Part VII of the Act.

#### ANNUAL REPORT

1. The trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.

#### ANNUAL RETURN

1. The trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard

### NOTICES

1. Any notice to be given to or by any person pursuant to the Articles:

(1) must be in writing; or

(2) must be given in electronic form.

1. (1) The Company may give any notice to a member either:

(a) personally; or

(b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or

(c) by leaving it at the address of the member; or

(d) by giving it in electronic form to the member’s address.

(e) by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.

(2) A member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.

1. A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
2. (1) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

(2) Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.

(3) In accordance with section 1147 of the Companies Act 2006, notice shall be deemed to be given:

1. 48 hours after the envelope containing it was posted; or
2. in the case of an electronic form of communication, 48 hours after it was sent.

### INDEMNITY

1. Subject to the provisions of the Act, every trustee or other officer or auditor of the Company 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 judgement is given in his or her 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.

### RULES

1. The trustees may from time to time make such Rules or Bye Laws as they 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:
2. The admission and classification of members of the Company and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
3. The conduct of members of the Company in relation to one another, and to the Company’s employees;
4. 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;
5. The procedure at general meetings and meetings of the trustees and committees of trustees in so far as such procedure is not regulated by these Articles;
6. Generally, all such matters as are commonly the subject matter of Company rules.
7. The Company in General Meeting shall have power to alter, add to or repeal the Rules or Bye Laws and the trustees shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such Rules or Bye Laws which shall be binding on all members of the Company, provided that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum or Articles of Association.

**These articles of association were revised by Annual General Meeting on**

**Signatures**

**Caroline Arthur (Chair)**

**Address**

**Signature**

**Blaise White (Treasurer)**

**Address**

**Signature**

**Mike Cook (Company Secretary)**

**Address**

**Signature**