

Company Number: SC377848

The Companies Act 2006

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

MEMORANDUM

and

ARTICLES of ASSOCIATION

of

LOVE MUSIC PRODUCTIONS LTD

Incorporated:

28 April 2010

TODS MURRAY LLP
Edinburgh Quay
133 Fountainbridge
Edinburgh EH3 9AG
Telephone 0131 656 2000

THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

MUSIC AT THE BREWHOUSE

We, the subscribers to this Memorandum, wish to be formed into a company, pursuant to this Memorandum.

NAMES and ADDRESSES of SUBSCRIBERS

Full name: Richard Martin Findlay

Sign: 

Address: Edinburgh Quay
133 Fountainbridge
Edinburgh EH3 9AG

Date: 28 April 2010

Company Number: SC377848

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

LOVE MUSIC PRODUCTIONS LTD

INTERPRETATION

1 In these articles of association:-

"Act" means the Companies Acts as defined in Section 2 of the Companies Act 2006 including any statutory modification or re enactment thereof for the time being in force.

"Article" means one of the numbered provisions of the articles of association of the Company.

"Articles" mean two or more of the numbered provisions of the articles of association of the Company or, as the context requires, the entire provisions of the articles of association of the Company from time to time in force.

"Artistic Director" means such person as may be appointed the Artistic Director of the Company from time to time.

"Board" means the board of Trustees of the Company.

"Charitable Purpose" means a charitable purpose specified in section 7 of the Charities Act which is also regarded as a charitable purpose in relation to the application of the Taxes Acts.

"Charity" means a body entered on the Scottish Charity Register which is also regarded as a charity in relation to the application of the Taxes Acts.

"Charities Act" means the Charities and Trustee Investment (Scotland) Act 2005 including any statutory modification or re-enactment thereof for the time being in force.

"Clear Days" mean, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given but including the day for which it is given or on which it is to take effect.

"Communication" means the same as given to that term in section 15 of the Electronic Communications Act 2000.

"Company" means LOVE MUSIC PRODUCTIONS LTD.

"Connected Person" means a person who is connected with a Trustee within the meaning of section 68(2) of the Charities Act.

"Electronic Address" means any number or address used for the purpose of an Electronic Communication.

"Electronic Communication" shall have the meaning given to that term in section 15 of the Electronic Communications Act 2000.

"Members" mean the members of the Company for the time being and **"Member"** shall mean one of them.

"Office" means the registered office of the Company from time to time.

"Principal Objects" means the objects for which the Company is established as set out in Article 7.1.

"Scottish Charity Register" means the public register of charities as created by section 3 of the Charities Act and maintained and regulated by the Office of the Scottish Charity Regulator (OSCR).

"**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.

"**Taxes Act**" means the Income & Corporation Taxes Act 1988, the Income Tax (Earnings and Pensions) Act 2003, the Income Tax (Trading and Other Income) Act 2005 and the Income Tax Act 2007 including any statutory modification or re-enactment thereof for the time being in force.

"**Trustees**" shall mean the directors of the Company for the time being and "**Trustee**" shall mean one of them.

"**United Kingdom**" shall mean the United Kingdom of Great Britain and Northern Ireland, and

"**Working Day**" shall have the meaning given to that term in section 1173 of the Companies Act 2006.

2 In these Articles, unless inconsistent with the subject or contents:-

- 2.1 the expression "**execute**" and other such cognate expressions include any valid mode of execution;
- 2.2 the expression "**in writing**" means written, printed, typewritten or lithographed or others and other modes of representing or reproducing words in a visible form;
- 2.3 words importing the singular number only shall include the plural number and *vice versa*;
- 2.4 words importing the masculine gender only shall include the feminine gender;
- 2.5 words importing persons shall include corporations;
- 2.6 subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these Articles become binding on the Company shall bear the same meanings in these Articles; and
- 2.7 any reference to any statute or statutory provision shall include a reference to any statute or statutory provision which amends, extends, consolidates or replaces the same (save to the extent that any amendment, extension, consolidation or replacement would impose more onerous obligations on any party than otherwise exist at the date hereof) and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.

3 The name of the Company is "**LOVE MUSIC PRODUCTIONS LTD**".

4 The Office of the Company will be situated in Scotland.

5 The liability of the Members is limited.

6 Every Member undertakes to contribute such amount as may be required (not exceeding £1.00) to the assets of the Company in the event of its being wound up during the time that he is a Member, or within one year afterwards for the payment of the debts and liabilities of the Company contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves

OBJECTS

7 The Company is established for Charitable Purposes only.

- 7.1 The Company is established to provide public benefit in Scotland and elsewhere to promote, maintain, improve and advance education, appreciation, understanding of and access to the Arts, in particular to provide high quality access for children, young people and the wider community to create, participate in and perform music, not limited to any particular genre or style.

8 In furtherance of the Principal Objects, but not further or otherwise, the Company shall have the following powers:-

- 8.1 To take over the property and assets of Music at the Brewhouse, an unincorporated association having its principal place of business at Sylvan House, 13 Sylvan Place, Edinburgh, EH9 1LH.
- 8.2 To present, promote, organise, manage and produce such concerts, recitals plays, dramas, comedies, operas, operettas, ballets, films, radio and television broadcasts, lectures, exhibitions and other dramatic entertainments, performances and exhibitions as are conducive to the promotion, maintenance and advancement of education of the public generally or to the encouragement of the Arts and to formulate, prepare and establish schemes therefore.
- 8.3 To enter into agreements and engagements with actors, authors, singers, composers, musicians, dancers, entertainers, producers, directors, designers, technicians, lecturers, teachers, writers, artists and other such persons and advisers by salary or fees or on a voluntary basis.
- 8.4 To retain or employ professional or technical advisers or workers in connection with the Principal Objects and to pay reasonable and proper fees for their services.
- 8.5 To purchase or otherwise acquire and obtain any rights, concessions, licences or interests in the copyright of, or the rights to perform, publish or show any material or any play, mime, comedy, drama, opera, musical comedy, film, stage piece, or musical composition which can be used or adapted for the Principal Objects.
- 8.6 To provide teaching, instruction, advice, and other assistance in connection with the Principal Objects provided in Memorandum.
- 8.7 To take on lease theatres, studios, concert halls, cinemas and all other premises suitable for the Company's productions, presentations or workshops and to enter into all necessary agreements for this purpose.
- 8.8 To create, promote, organise and administer projects, festivals, courses, exhibitions, displays, meetings, lectures, classes and seminars and developments in any part or parts of the world.
- 8.9 To enter into agreements with broadcasters, recording and video recording companies, sponsors, funding bodies, professional organisations and such other companies, associations and societies, to provide goods and/or services in connection with the Company's activities.
- 8.10 To design, compile, prepare, produce, print, publish, issue, circulate or otherwise disseminate, gratuitously or otherwise, papers, catalogues, reports, magazines and periodicals, books, pamphlets, circulars, brochures, promotional literature, leaflets, flyers, posters and other material whether as printed matter or in any form by electronic, computerised or any other means now known or hereafter invented by which the text or image may be stored, preserved, entered, displayed, transmitted, communicated or disclosed.
- 8.11 To prepare, produce, programme, exhibit, distribute and deal in any way with all forms of electronic image processing, computer software, computer graphics and animation, multimedia applications and such other applications as may be accessed by a electronic delivery service or by any means of electronic or data transmission and to set up, operate and manage any network of communication between users of whatever nature of interactive multimedia via existing communications networks or otherwise.
- 8.12 To foster and undertake research into any aspect of the Principal Objects and its work and to disseminate the results of any such research.
- 8.13 To purchase, take on lease or in exchange, hire or otherwise acquire and hold any heritable or moveable, real or personal property, and to maintain and alter any of the same as are necessary for any of the Principal Objects and (subject to such consents as may be required by law) to sell, lease or otherwise dispose of or mortgage any such heritable or moveable, real or personal property and to issue or grant any mortgage, charge, standard security, lien or other security upon all or any part of its property or assets whether present or future.

- 8.14 To assist any person, body or bodies financially or otherwise in the furtherance of the above purposes or any of them.
- 8.15 To borrow or raise money for the Principal Objects on such terms and (with such consents as are required by law) on such security as may be thought fit and to issue any debentures or debenture stock, whether perpetual, irredeemable or otherwise.
- 8.16 To make grants or loans of money, or other assets, and give credit to any person with or without security and to grant guarantees and contracts of indemnity on behalf of any person.
- 8.17 To raise funds for and to make donations to charities which donations may represent the whole or any part of the income of the Company for any accounting period or to be made out of any other monies of the Company and generally to establish, promote, form and support or aid in the establishment, promotion and formation and support of any charitable association or body and to subscribe or guarantee money for Charitable Purposes in any way connected with or calculated to further the Principal Objects.
- 8.18 To receive, allocate and administer subscriptions, donations, grants, contributions, gifts or bequests made available to the Company for any of the Principal Objects, under terms and conditions referable to such subscriptions, donations, grants, contributions, gifts or bequests and generally to manage, invest and expend all monies belonging to the Company.
- 8.19 To organise, promote and manage or cause to be organised, promoted or managed fundraising activities, to issue appeals, hold public meetings and take such steps as may be deemed necessary or desirable for the purposes of procuring contributions to the funds of the Company by way of donations or otherwise.
- 8.20 To retain all or part of the monies of the Company not immediately required for its objects in money or liquid form and to invest the same in interest bearing accounts or deposits; to invest the monies of the Company not immediately required for its objects in or upon such other investments and such securities or properties 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.
- 8.21 To apply for, register, purchase or otherwise acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patent, design, trade mark, licence, concession and the like, conferring an exclusive or non-exclusive or limited right of user or any secret or other information as to any invention which may seem capable of being used for any of the Principal Objects or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, grant licences or privileges in respect of or otherwise turn to account any rights and information so acquired.
- 8.22 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts.
- 8.23 To enter into any arrangement with any institution, corporation, company, association, firm or person or with any government or public authority or body that may seem conducive to the attainment of the Company's Principal Objects or any of them, and to obtain from any such government or public authority or body any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, warrants, rights, privileges and concessions.
- 8.24 To insure and arrange insurance cover for all risks, liabilities and contingencies in respect of the Company's activities and without limitation to arrange such cover to indemnify the Company's officers, employees and voluntary workers while engaged in activities on behalf of or under the control of the Company and against the cost of a successful defence to a criminal prosecution brought against an officer or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the officer concerned knew that, or was reckless, whether the act or omission was a breach of trust or breach of duty.

- 8.25 Subject to the provisions of Article 9 hereof, to employ and remunerate employees of the Company and such other persons as are necessary for the furtherance of the Principal Objects and to establish and support pension and/or superannuation schemes for the benefit of persons employed by the Company and to grant pensions or retiring allowances to persons who have been employed by the Company or to their dependants.
- 8.26 Subject to Article 71 to transfer all or any part of the undertaking, assets and liabilities of the Company to or to take over, federate or amalgamate with, or to affiliate or become affiliated to any other institution, company or association having objects which are Charitable Purposes similar in whole or in part to the Principal Objects, PROVIDED THAT:
- a) such institution, company or association is prohibited from the payment of dividend, bonus or profit to its members at least to as great an extent as such payment is prohibited to the Members; and
 - b) this Article 8.26 b) shall not authorise anything which shall prevent the Company from properly and usefully carrying out its functions as contemplated by these Articles.
- 8.27 To form any subsidiary to further or assist in carrying out the Principal Objects, whether directly or indirectly.
- 8.28 To apply for, promote and obtain any private act of Parliament, private act of the Scottish Parliament, provisional order, royal charter or licence or any authority calculated directly or indirectly to promote the Company's interest and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest.
- 8.29 To co-operate with, and enter into arrangements with authorities, national, local or otherwise.
- 8.30 To undertake and execute any charitable trusts having primary objects wholly or partly similar to those of the Company and which may be lawfully undertaken by the Company;
- 8.31 To establish where necessary local branches.
- 8.32 To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise.
- 8.33 To do all such other lawful things as are incidental or conducive to the attainment of the Principal Objects **PROVIDED THAT:**
- a) in case the Company shall take or hold any property which may be subject to any trust, the Company shall only deal with or invest the same in such a manner as allowed by law, having regard to such trusts.
 - b) the Company's objects shall not extend to the regulation of relations between workers and employees or organisations or workers and organisations of employers.
- 9 The income and property of the Company shall be applied solely towards the promotion of the Principal Objects, 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:-
- 9.1 of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company, or any Trustee of the Company who is employed by the Company in an artistic, performing, administrative or technical capacity, or being a person engaged in any profession, of all usual professional or other charges for work done by him or his firm when instructed by his co-Trustees so to act in that capacity on behalf of the Company, **PROVIDED THAT:-**
- a) such remuneration is not for services solely rendered to the Company in the capacity of Trustee;
 - b) the Board shall at all times comprise a majority of non-remunerated Trustees; and

- c) payment of such remuneration shall at all times comply with the terms of sections 67 and 68 of the Charities Act.
- 9.2 of interest on money lent by any Member or Trustee at a rate per annum not exceeding Two per centum less than base lending rate for the time being prescribed by the Bank of Scotland or Three per centum whichever is the greater;
- 9.3 of reasonable and proper rent for premises let by any Member or Trustee;
- 9.4 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 a one-hundredth part of the capital thereof; and
- 9.5 to any Trustee of "out-of-pocket" expenses.

MEMBERS

- 10 The subscribers to the Memorandum shall be the first members of the Company and the first Trustees. Thereafter the Trustees for the time being (and only such persons) shall be the Members.
- 11 Every Member shall deliver to the Office a consent in writing to become a Member.
- 12 Every Member who ceases at any time to be a Trustee shall thereupon cease to be a Member. **PROVIDED THAT** where a person retires from office as Trustee pursuant to Articles 37 to 41 and is forthwith reappointed as Trustee, he shall not cease to be a Member by reason of this Article alone.
- 13 The rights of a Member shall be personal and Membership of the Company shall not be transferable or transmissible and shall cease on death of the Member.

PATRONS

- 14 The Board may from time to time invite any person or persons (*ex officio* or otherwise) whose patronage would in the opinion of the Board confer a benefit upon the Company to become a patron of the Company. Any person who accepts the position of patron shall hold that position until he relinquishes it by written notice to the Company, or until the Board decide by resolution to terminate his appointment. A patron shall not be a member of the Company and shall have none of the responsibilities or powers of a Trustee, but the Company shall have the right to announce that it is under patronage in any letters, brochures, announcements and other like publications.

GENERAL MEETINGS

- 15 The Board may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting, in accordance with the provisions of the Act.

NOTICE OF GENERAL MEETINGS

- 16 General meetings shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety per cent of the total voting rights at the meeting of all the Members.

The notice shall specify the time and place of the meeting and in the case of special business only the general nature of the business to be transacted. The notice shall be given to all the Members and to the Trustees and auditors.

- 17 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by, any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 18 No business shall be transacted at any general meeting unless a quorum is present. A quorum shall be a simple majority of all the persons who at the commencement of the meeting are Members of the Company, and are entitled to vote upon the business to be transacted, each person being present in person, by proxy or (in the case of a Member who is a corporation) by a duly authorised representative.
- 19 If such a quorum is not present within thirty minutes from the time appointed for the meeting, or if during a meeting such 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 such other day and such other time and place as the Board may determine, and if at the adjourned meeting a quorum is not present within thirty minutes from the time appointed therefore the Members present shall be a quorum.
- 20 The chairman, if any, of the Board or in his absence the vice chairman shall preside as chairman of each general meeting.
- 21 If neither the chairman or vice chairman of the Board is willing to act as chairman, nor is present within ten minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman of the meeting.
- 22 The chairman of the meeting may, with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn business from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a 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.
- 23 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 may be demanded:-
- 23.1 by the chairman of the meeting; or
 - 23.2 by at least two Members having the right to vote at the meeting; or
 - 23.3 by a 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;
- and a demand by a person as proxy for a Member shall be the same as a demand by the Member.
- 24 Unless a poll is duly demanded a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 25 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 26 A poll shall be taken as the chairman of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 27 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
- 28 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman of the meeting directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If the 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.

- 29 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

VOTES OF MEMBERS

- 30 On a show of hands every Member who (being an individual) is present in person or by proxy or (being a firm or corporation) is present by a duly authorised representative or by proxy unless the proxy (in either case) or the representative is himself a Member entitled to vote, shall have one vote and on a poll every Member present in person by a duly authorised representative or by proxy shall have one vote.

- 31 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised to act on his behalf appointed by appointment of such court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Board of the authority of the person claiming to exercise the right to vote shall be delivered to the Company at the Office, or at such other place as is specified in accordance with these Articles for the deliver of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable. In calculating the said period of 48 hours, no account shall be taken of any part of a day that is not a Working Day.

- 32 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 chairman of the meeting whose decision shall be final and conclusive.

- 33 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve):-

"Love Music Productions Ltd

I/We, ofbeing a member/members of the above named company, hereby appoint of or failing him, of, as my/our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the Company to be held on [.....], and at any adjournment thereof.

Signed on [.....]"

- 34 Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Board may approve):-

"Love Music Productions Ltd

I/We,, ofbeing a member/members of the above named Company, hereby appoint of, or failing him, of, as my/our proxy to vote in my/our name(s) and my/our behalf at the general meeting of the Company to be held on [.....], and at any adjournment thereof.

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

Resolution No. 1 *for *against

- 39.1 are not remunerated for providing services to, or on behalf of, the Company; and
- 39.2 do not benefit from any remuneration for the provision of such services by a Connected Person.
- 40 No person may be appointed as a Trustee:-
- 40.1 unless he has attained the age of 16 years;
- 40.2 unless at the date of his appointment to such office he is a Member;
- 40.3 in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 47, 48 or 49.
- 41 A Trustee shall hold office for a term of three years and shall then retire on the third anniversary of the date of his appointment as Trustee. A retiring Trustee who has held office for one term shall be eligible for reappointment as a Trustee and, if so reappointed, shall hold office for a further term of three years and shall then retire on the third anniversary of the date of his reappointment as Trustee.
- 41.1 A retiring Trustee who has held office for two (or more) terms shall not be eligible for reappointment as a Trustee, unless the Board determines by unanimous resolution that in view of the skills, expertise, experience or ability possessed by that person, which are of significant value to the Company, there are exceptional circumstances which justify his reappointment for a further term of office. In such circumstances, a retiring Trustee may, if willing to act, be reappointed for a further term of three years and shall then retire on the third anniversary of the date of his reappointment for such further term. Thereafter the retiring Trustee shall be eligible for reappointment for further terms of office only in accordance with this Article.
- 42 An ex officio Trustee shall not be subject to retirement.

POWERS OF TRUSTEES

- 43 Subject to the provisions of the Act, and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Board 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 Board by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Board.
- 44 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as the Board may determine, including authority for the agent to delegate all or any of his powers.

DELEGATION OF POWERS BY THE BOARD

- 45 The Board may delegate any of their powers to any committee consisting of one or more Trustees. Any such delegation may be made subject to any conditions the Board may impose, and either collaterally with or to the exclusion of 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 provisions of these Articles regulating the proceedings of the Board *mutatis mutandis*. The quorum of a committee with two members shall, unless otherwise specified by the Board, be two.

TRUSTEES TO ACT IN A PERSONAL CAPACITY

- 46 There shall be no provision for the appointment of alternate trustees or directors and no Trustee shall have the right to be represented at a meeting of the Board or at any committee of which he is a member by any other person or to request another Trustee or person to cast a vote on his behalf.

DISQUALIFICATION AND REMOVAL OF TRUSTEES

- 47 The office of a Trustee shall be vacated if:-
- 47.1 he, being an ex officio Trustee, ceases to hold the relevant office of entitlement; or
 - 47.2 he ceases to be a Trustee by virtue of any provision of the Act or he becomes prohibited by law from being a director or a charity trustee; or
 - 47.3 he becomes bankrupt or makes any arrangement or composition with his creditors thereof generally; or
 - 47.4 he is, or may be, suffering from mental disorder and either:-
 - a) he 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 (Care and Treatment) (Scotland) Act 2003; or
 - b) an order is made by a court or mental health tribunal having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
 - c) he resigns office by notice to the Company, or ceases to be a Member of the Company; or
 - d) he is convicted of an offence which is likely to bring the Company into disrepute, or
 - e) he shall for more than six consecutive months have been absent without permission of the Board from meetings of the Board held during that period and the Board resolve that his office be vacated; or
 - f) he accepts remuneration or other benefit in contravention of Article 9.
- 48 A Trustee shall cease to hold office if the Trustees, by resolution in writing signed by all other Trustees entitled to receive notice a meeting of the Board, declare that he shall cease to be a Trustee.
- 49 The Members may by ordinary resolution of which special notice has been given in accordance with section 312 of the Companies Act 2006 remove any Trustee from office, notwithstanding anything in these Articles or any agreement between the Company and such Trustee.

TRUSTEES' EXPENSES

- 50 The Trustees may be paid at the discretion of the Board, all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board or committees of the Board or general meetings or separate meetings of the holders of debentures in the Company or otherwise in connection with the discharge of their duties but, except to the extent permitted by Article 9 and section 67 of the Charities Act, shall otherwise be paid no remuneration.

TRUSTEES' APPOINTMENTS AND INTERESTS

- 51 A Trustee shall, in exercising functions in that capacity, act at all times in the interests of the Company and, in particular, shall, in circumstances capable of giving rise to a conflict of interest between the Company and any person responsible for his appointment:-
- 51.1 put the interests of the Company before those of the other person; or
 - 51.2 where any other duty prevents the Trustee from doing so, disclose the conflicting interest to the Board and refrain from participating in any deliberation or decision of the other Trustees with respect to the matter in question.
- 52 A Trustee shall avoid any situation in which he has, or can have, a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company **PROVIDED THAT** the Board may, subject to the preceding Article, authorise in accordance with the provisions of the Act, any matter proposed to them by any Trustee which would, if not authorised, involve a Trustee breaching the foregoing duty to avoid conflicts of interest.

- 53 Subject to the two preceding Articles and to provisions of the Act, provided that he has disclosed to the Board the nature and extent of any material interest of his, a Trustee notwithstanding his office:-
- 53.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- 53.2 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- 53.3 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate (but subject always to the Charities Act) and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 54 For the purposes of Articles 52 and 53:-
- 54.1 a general notice given to the Board that a Trustee is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Trustee has an interest in any such transaction of the nature and extent so specified; and
- 54.2 an interest of which a Trustee has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

PROCEEDINGS OF THE BOARD

- 55 Subject to the provisions of these Articles, the Board may regulate their proceedings as they think fit. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Board. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.
- 56 The quorum for the transaction of the business of the Board may be fixed by the Board and unless so fixed at any other number shall be not less than 4 persons who at the commencement of such transaction are Trustees. A Trustee shall not be counted in the quorum present at a meeting in relation to a discussion or a resolution on a matter concerning which such Trustee is not entitled to be present or vote.
- 57 The continuing Trustees or a sole continuing Trustee 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.
- 58 The Board may appoint one of the Trustees to be the chairman of the Board and may at any time remove him from that office. Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of Board at which he is present whom failing the vice chairman (if any so appointed by the Board) shall so preside. If the chairman or vice chairman is unwilling or unable to preside and neither are present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting.
- 59 All acts done bona fide by a meeting of the Board or of a committee of the Board, or by a person acting as a Trustee 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 person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
- 60 A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of the Board or of a committee of the Board shall be valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more Trustees.

- 61 If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Trustee to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Trustee other than himself shall be final and conclusive. If such a question arises in relation to the chairman of such a meeting the question may be decided by a majority of Trustees present, the presence of the chairman not being counted in any such decision.
- 62 A meeting of the Board or any committee thereof may, subject to notice thereof having been given in accordance with these Articles, be for all purposes deemed to be held when Trustees are in simultaneous Communication with each other by telephone or by any means of audio-visual Communication, if all the Trustees agree to treat the meeting as so held and the number of Trustees participating in such Communication constitutes the quorum of the Board which would otherwise be required by these Articles to be present at the meeting. Such 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 chairman of the meeting then is and the word “**meeting**” shall be construed accordingly.

SECRETARY

- 63 Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Board.

MINUTES

- 64 The Trustees shall cause minutes to be made in books kept for the purpose:-
- 64.1 of all appointments of officers made by the Board; and
 - 64.2 of all proceedings at meetings of the Company, and of the Board and of committees of the Board, including the names of the Trustees present at each such meeting.

NOTICES

- 65 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board) shall be in writing or shall be sent by Electronic Communication to the Electronic Address for the time being notified for that purpose to the person giving the notice.
- 66 The Company may give any notice to a Member in any of the following ways:-
- 66.1 by delivering it to him personally; or
 - 66.2 by sending it by post in a prepaid envelope addressed to the Member at his registered address; or
 - 66.3 by leaving it at that address; or
 - 66.4 by sending it by Electronic Communication to the Electronic Address for the time being notified to the Company by the Member.
- 67 A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.
- 68 A Member present, either in person or by proxy, or (in the case of a Member who is a corporation) by a duly authorised representative 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.
- 69 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 contained in an Electronic Communication 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 48 hours after the envelope containing it was posted or, in the case of a notice contained in an Electronic Communication, at the expiration of 48 hours after the time it was

sent. In calculating the said period of 48 hours, no account shall be taken of any part of a day that is not a Working Day.

ACCOUNTS

70 True accounts shall be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the company and, subject to any reasonable restrictions as to the time and manner of inspecting same that may be imposed in accordance with the Articles, shall be open to the inspection of the Members.

DISSOLUTION

71 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 not be paid to or distributed among the Members, but shall be applied in one or both of the following ways:

71.1 directly for the Principal Objects or for Charitable Purposes within or similar to the Principal Objects;

71.2 by transfer to some other charity or charities having objects similar to the Principal Objects which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company by Article 9 hereof, such charity or charities to be determined by the Members at or before the time of dissolution.

If and so far as effect cannot be given to this provision, then such property shall be distributed to some other institution having Charitable Purposes.

AMENDMENT OF ARTICLES

72 The provisions of these Articles may be altered in accordance with the Act **PROVIDED THAT** no alteration shall be made which could have the effect of the Company ceasing to be recognised as a Charity.

INDEMNITY

73 Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or auditor of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution or discharge of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and no Trustee or other officer or auditor of the Company shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution or discharge of the duties of his office or in relation thereto.
