

THE COMPANIES ACTS 1985 TO 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

**MEMORANDUM AND ARTICLES OF ASSOCIATION
OF BAUER RADIO'S CASH FOR KIDS CHARITIES**

**Incorporated under the Companies Acts 1985 to 2006
on 12 November 2007
under No 6424810**

**As amended by Special Resolutions dated 8 April 2008 , 30
April 2008, 2 February 2010 and 19thApril 2017**

The Companies Acts 1985 to 2006

A COMPANY LIMITED BY GUARANTEE AND

NOT HAVING A SHARE CAPITAL

Memorandum of Association

of

BAUER RADIO'S CASH FOR KIDS CHARITIES

**As amended by Special Resolutions dated 8 April 2008, 30 April 2008,
2 February 2010 and 19th April 2017**

1. The name of the company is BAUER Radio's Cash for Kids Charities¹ ("the Company").
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are such purposes as shall be exclusively charitable as the Trustees in their absolute discretion from time to time think fit ("the Objects").
4. In furtherance of the Objects but not further or otherwise, the Company shall have the following powers (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects):
 - 4.1 To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.

¹ The name of the Company was changed on 12 May 2008, by a Special Resolution dated 8 April 2008, and further changed by a Special Resolution dated 2 February 2010

- 4.2 Subject to such consents as may be required by law, to sell, exchange, let, mortgage, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Company.
- 4.3 Subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of the Company in such manner as may be thought fit and in particular by mortgages of, or charges upon, the undertaking and all or any of the real and personal property (present and future) of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description.
- 4.4 To raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription (whether or not under deed of covenant), donation and otherwise, and whether or not subject to any special trusts or conditions. Provided that the Company shall not undertake any permanent trading activities in raising funds, the profits of which are liable to tax, otherwise than for carrying out the Objects.
- 4.5 In addition to Clause 4.4, to receive and accept funds from any person or persons subject to a condition that such funds be applied only in furtherance of the Objects in a particular area or areas of the country.
- 4.6 To set aside funds for special purposes or as reserves against future expenditure.
- 4.7 To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to vary the investments in such manner as may from time to time be determined subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.
- 4.8 To delegate the management of investments to a Financial Expert but only on terms that:
- 4.8.1 the investment policy is set down in writing for the Financial Expert by the Trustees;

- 4.8.2 every transaction is reported promptly to the Trustees;
 - 4.8.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.8.4 the Trustees are entitled to cancel the delegation arrangements at any time;
 - 4.8.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.8.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 4.8.7 the Financial Expert must not do anything outside the powers of the Trustees.
- 4.9 To arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) acting under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required.
- 4.10 To encourage groups of members to form branches, friends groups or other voluntary groups and provide an organisation within which they should conduct their business which must be for, or conducive to, the Objects and at its discretion to dissolve any such branches, friends groups or other voluntary groups or dissociate them from the Company. Each branch, friends group or other voluntary group shall be constituted and its affairs shall be carried on in accordance with regulations approved from time to time by the Trustees.
- 4.11 To establish, support, act as member or trustee of or aid in the establishment and support of any charitable associations, institutions or trusts and to subscribe or guarantee money for charitable purposes in any way connected with the Objects or which shall further the Company's interests or any of them.

- 4.12 To employ staff and to make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Company and their spouses, widows and other dependants and to provide life, health, accident and other insurances and other benefits (pecuniary or otherwise) to or for the benefit of any of them.
- 4.13 To provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them, or any one of 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. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees, or Trustee concerned, knew to be a breach of trust or breach of duty or which was committed by the Trustees or Trustee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees, or any Trustee, in their capacity as Trustees, or a Trustee, of the Company.
- 4.14 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required.
- 4.15 To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar purposes and to exchange information and advice with them.
- 4.16 To subscribe to, support, affiliate, become a member of, amalgamate with or cooperate with any other charitable organisation, institution, society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are, wholly or in part, similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company.
- 4.17 To purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by

the Company of any one or more of the charitable organisations, institutions societies or bodies having objects altogether or in part similar to those of the Company.

- 4.18 To use any form of media and communication including but not limited to printing and publishing any newspaper, periodicals, books, articles or leaflets using films, television, video and the internet.
 - 4.19 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts.
 - 4.20 To undertake or support research in furtherance of the Objects and to publish the useful results of such research.
 - 4.21 To arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and training courses.
 - 4.22 To provide financial assistance, to make grants or loans of money, to give guarantees and donations to and to provide equipment and apparatus.
 - 4.23 To make applications for consent under bye-laws or regulations and other like applications.
 - 4.24 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.
 - 4.25 To enter into contracts and provide services to or on behalf of other bodies.
 - 4.26 To establish or acquire subsidiary companies to assist or act as agents for the Company.
 - 4.27 To do all such other lawful and charitable things as shall further the attainment of the 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 the Member 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. Provided that this clause shall not prevent any payment in good faith by the Company:

- 5.1 of reasonable and proper remuneration to any Member, officer or employee of the Company (not being a Trustee) for any goods or services supplied to the Company and of travelling expenses necessarily incurred in carrying out the duties of any Member, officer or employee of the Company;
- 5.2 of interest at a reasonable rate on money lent by any Member or Trustee;
- 5.3 of reasonable and proper rent or hiring fee for premises let or hired to the Company by any Member or Trustee;
- 5.4 of fees, remuneration or other benefit, in money or money's worth, to a company of which a Trustee may be a member holding not more than one per cent part of the issued share capital of that company;
- 5.5 to any Trustee of reasonable out-of-pocket expenses;
- 5.6 to any Trustee an indemnity in respect of any liabilities properly incurred in running the Company (including the cost of successful defence to criminal proceedings);
- 5.7 of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf. Provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion;
- 5.8 the payment of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any Trustee) 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. Provided that any such insurance shall not extend to any claim arising from any act or

omission which the Trustees (or any Trustee) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any Trustee) in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees (or any Trustee) in its or their capacity as the Trustees or Trustee of the Company; and

- 5.9 in exceptional cases other payments or benefits (but only with the written approval of the Charity Commission in advance).
6. A Trustee may not be an employee of the Company, but a Trustee or a connected person may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit if:
 - 6.1 the goods or services are actually required by the Company;
 - 6.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with procedure in clause 7; and
 - 6.3 no more than up to one half of the Trustees are interested in such a contract in any financial year.
7. Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he must:
 - 7.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - 7.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - 7.3 not be counted in the quorum for that part of the meeting; and
 - 7.4 be absent during the vote and have no vote on the matter.

8. The liability of the Member is limited.
9. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding one pound) to the assets of the Company in the event of its being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company 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.
10. 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 to, the Member but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects and 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 under, or by virtue of, clause 5 of this Memorandum of Association. Such charitable institution or institutions to be determined by the Member, at or before the time of dissolution, or in default by the Charity Commission, if and so far as effect cannot be given to such provision then to some other charitable object.

The Companies Acts 1985 to 2006

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

**Articles of Association
of**

BAUER RADIO'S CASH FOR KIDS CHARITIES

**As amended by Special Resolutions dated 8 April 2008, 30 April 2008, 2nd February
2010 and 19th April 2017**

1. **INTERPRETATION**

1.

1.1 In these Articles and in the Memorandum, the words in the first column of the table below, shall bear the meanings set opposite to them in the second column, if not inconsistent with the subject or context:

| Words | Meanings |
|----------------------------|---|
| the Acts: | The Companies Acts 1985 to 2006 including any statutory modification or re-enactment thereof for the time being in force |
| these Articles: | The Articles of Association of the Company |
| Charity Commission: | The Charity Commission for England and Wales |
| Clear Day: | 24 hours from midnight following the relevant event |
| Connected Person: | means any spouse, civil partner, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm or body corporate (including a limited liability partnership) of which a Trustee is a member or employee and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than one per cent of the share capital |

| | |
|--------------------------|--|
| the Company: | BAUER Radio's Cash for Kids Charities |
| Eligible Trustees | means all Trustees who are not affected by a Conflict of Interest and are otherwise entitled to vote on a resolution at a Trustees' meeting. |
| Financial Expert: | An individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000 |
| Financial Year: | The Company's financial year |
| the Member: | means Bauer Radio Limited or its successors or assigns |
| the Memorandum: | The Memorandum of Association of the Company |
| Month: | Calendar month |
| the Office: | The Registered Office of the Company |
| the Register: | The Register of Members of the Company kept pursuant to the Acts |
| the Seal: | The Common Seal of the Company if it has one |
| the Secretary: | Any person appointed to perform the duties of secretary of the Company |
| a Trustee: | means a director of the Company and Trustees means all the directors |
| in writing: | written, printed, lithographed or photographed or partly one and partly another and other modes of representing or reproducing words in a visible form |
| Year: | Calendar year |

Words importing the singular shall include the plural and vice versa. Words importing the masculine shall include the feminine. Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Acts shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

AUTHORISED REPRESENTATIVES

1. The Member may by resolution of its directors authorise such person (or persons) as it thinks fit, to act as its representative at any meeting of the Company and the person (or persons) so authorised shall be entitled to exercise the same powers on behalf of the Member as the Member could exercise if it were an individual member of the Company.

MEMBER

2. The number of Members of the Charity is one.
3. The Member shall be Bauer Radio Limited or its successors or assigns.
4. The rights and privileges of the Member shall be personal to the Member and shall cease on dissolution or the appointment of a receiver or liquidator.
5. The Member shall be subject to the provisions of these Articles in relation to his membership and shall be deemed to have had knowledge of these Articles and to have consented to them at the time of or prior to its becoming the Member.
6. Membership of the Charity is not transferable.

GENERAL MEETINGS AND CHARITY RESOLUTIONS

7. Subject to the provisions of the Acts, the Company shall dispense with the holding of general meetings and all resolutions of the Company shall be passed by way of written resolution signed by the duly authorised representative of the Member. The date of each such written resolution shall be the date on which the duly authorised representative signs.

TRUSTEES

8. Until otherwise determined by the Member, the number of Trustees shall not be less than three but shall not be subject to any maximum.
9. The subscribers to the Memorandum shall be the first Trustees.
10. Subject to the prior consent of the Member, the Trustees shall have power at any time from time to time to appoint any person to be a Trustee.
11. A person shall not be entitled to act as a Trustee, whether on a first or any subsequent entry into office, until he has signed a declaration of acceptance and willingness to act in accordance with the terms of the Memorandum and these Articles.

POWERS AND DUTIES OF THE TRUSTEES

12. Subject to the provisions of the Acts, the Memorandum and these Articles and to 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 of the Memorandum or these 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 these Articles and a meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.
13. The Trustees may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets or any part thereof and to issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.
14. Subject to the provisions of the Memorandum and these Articles, the Trustees may make rules with respect to the carrying into effect of all or any of the purposes of the Company or all or any of the provisions of these Articles.
15. 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.

CONFLICTS OF INTEREST

15A General Obligations

- (a) To the extent required by law every Trustee must disclose to the Company all matters in which he or a Connected Person has an interest which could, directly or indirectly, conflict with the interests of the Company.
- (b) Every Trustee must comply with the Company's policies as amended and adopted from time to time including the Company's conflict of Interest policy.

15B Avoiding and authorising situations where interests may conflict

- (a) To the extent required by law every Trustee has a duty to avoid situations in which he has (or could have) a direct or indirect interest that conflicts (or could conflict) with the interests of the Company (**the Duty**). Where a Trustee is unable to avoid such a situation:
 - (i) The Duty is not infringed if the situation could not reasonably be regarded as likely to give rise to a conflict of interest;
 - (ii) The Duty is not infringed if the situation is authorised by these Articles; and
 - (iii) The Duty is not infringed if the matter has been proposed and authorised by the Trustees in the manner set out in Article 15B(b).
- (b) Where a situation in relation to which a Trustee(s) is/are conflicted is proposed to the Trustees for authorisation under Article 15B(a)(iii), it may only be authorised by the Trustees where:
 - (i) Subject to Article 15B(c), any requirements as to the quorum at the Trustees' meeting at which the matter is considered is met without counting the Trustee(s) in question;

- (ii) The matter is authorised without the Trustee(s) in question voting on the matter (or would have been agreed to had their vote not been counted); and
 - (iii) The Trustee(s) in question is/are absent from the Trustees' meeting for that item unless expressly invited to remain to provide information.
- (c) Where there are insufficient Eligible Trustees to form a quorum at a Trustees' meeting (or part of it) for the purpose of authorisation under Article 15B(a)(iii), the Eligible Trustees present shall be deemed to form a quorum provided that they are satisfied that the Trustee(s) in question will not receive any direct or indirect benefit other than one permitted by these Articles.

15C Interests in proposed transactions or arrangements

- (a) A Trustee who is interested in a proposed transaction or arrangement with the Company may participate in the decision-making process and count towards the quorum for that part of the Trustees' meeting, and be permitted to vote, if the proposed transaction or arrangement is:
- (i) with the Member and the Trustee(s) or a Connected Person is a director of, or otherwise connected with, the Member but the transaction or arrangement does not confer a personal benefit on the Trustee(s) or Connected Person in question;
 - (ii) one which applies to the Trustee(s) or Connected Person in question in common with other third parties and there is no benefit to the Trustee(s) or Connected Person in question over and above that afforded to such third parties;
 - (iii) with a charity of which a Trustee or a Connected Person is a charity trustee or with which he or she is otherwise connected and which is in furtherance of the objects of the Company and which does not confer a personal benefit on the Trustee or Connected Person; and

- (iv) with a company limited by shares or a company limited by guarantee which is wholly owned by the Company (or the Company and other charities) and in which a Trustee or Connected Person does not have an interest otherwise than as an unpaid director and which does not confer a personal benefit on the Trustee or Connected Person.

For the avoidance of doubt, nothing in this Article discharges the Trustees from their obligations to comply with the requirements of the Charities Act 2011 in relation to disposals of interests in property to a wholly owned company.

15D Managing conflicts of interest at meetings

- (a) Subject to Article 15C and this Article 15D, where a Trustee or Connected Person has a direct or indirect interest in any proposed transaction or arrangement with the Company, the Trustee must:
 - (i) Declare the nature and extent of that interest either at a Trustees' meeting or by written notice before the Company enters into the transaction or arrangement;
 - (ii) Be absent from the Trustees' meeting for that item unless expressly invited to remain in order to provide information;
 - (iii) Not be counted in the quorum for that part of the Trustees' meeting; and
 - (iv) Be absent during any vote and have no vote on the matter (whether in a Trustees' meeting or by written resolution).
- (b) Subject to Article 15D(c), if a question arises at a Trustees' meeting as to the right of a Trustee to participate in the Trustees' meeting (or part of the Trustees' meeting) for voting or quorum purposes, the question may, before the conclusion of the Trustees' meeting, be referred to the Chairman whose ruling in relation to any Trustee other than the Chairman shall be final and conclusive.

- (c) If any question as to the right to participate in the Trustees' meeting (or part of the Trustees' meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Trustees at that Trustees' meeting, for which purpose the Chairman shall not be counted as participating in the Trustees' meeting (or that part of the Trustees' meeting) for voting or quorum purposes."

DISQUALIFICATION OF TRUSTEES

16. The office of a Trustee shall be vacated if:

- 16.1 he dies or becomes subject to a bankruptcy order or he makes any arrangement or composition with his creditors;
- 16.2 he is suffering from mental disorder or mental incapacity and either is admitted to hospital in pursuance of an application for admission for treatment under any statute for the time being in force relating to mental health or mental capacity or an order is made in relation to his personal welfare or property and affairs under legislation relating to mental health or mental capacity;
- 16.3 in the case of a corporate trustee, a resolution is passed or an order is made for its winding up or it is placed in liquidation, or an administrator or a liquidator is appointed, or ceases to exist;
- 16.4 by notice in writing to the Company he resigns his office;
- 16.5 he is disqualified from acting as a trustee under any statute or ceases to hold office by virtue of any provision of the Act or is prohibited by law from holding office;
- 16.6 he has been convicted of any criminal offence, except where the maximum sentence for that offence is a fine;
- 16.7 he absents himself from the meetings of the Trustees during a continuous period of six months without special leave of absence from the Trustees and they pass a resolution that he has by reason of such absence vacated office; or

16.8 he is removed by the Member under Article 21.

RETIREMENT OF TRUSTEES BY ROTATION

17. At the first Trustees' meeting in each Year, one-third of the Trustees for the time being or if their number is not three, or a multiple of three, then the number nearest one-third shall retire from office.
18. A retiring Trustee shall retain his office until the conclusion of the meeting at which he retires or (if earlier) when a resolution is passed at that meeting not to fill the vacancy or to appoint another person in his place or the resolution to re-appoint him is put to the meeting and lost.
19. The Trustees to retire by rotation shall be those who shall have been longest in office since their last appointment or re-appointment. As between persons who became or were re-appointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
20. If the Trustees at the meeting at which a Trustee retires by rotation do 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 re- appointment of the Trustee is put to the meeting and lost.
21. Notwithstanding anything in these Articles, the Member may by ordinary resolution of which special notice has been given in accordance with the Act remove any Trustee before the expiration of his period of office And, if this power is exercised, the Member may appoint another person to act in his place.

TRUSTEES' EXPENSES

22. 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.

PROCEEDINGS OF THE TRUSTEES

23. The Trustees or any committee of the Trustees may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit (subject to any rules or regulations from time to time in force) and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than three Trustees (in the case of a Trustee's meeting) and two members of any committee of the Trustees (in the case of a meeting of a committee of the Trustees). Questions arising at any 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.
24. Any of the Trustees, or any committee of the Trustees, can take part in a Trustees meeting or committee meeting by way of a:
 - 24.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or
 - 24.2 series of video conferences or telephone calls from the Chairman of the meeting.

Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the Chairman will be treated as taking place where the Chairman is. Otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chairman is unless the Trustees decide otherwise.
25. The Chairman or Vice Chairman of the Trustees may, and on the request of two Trustees shall, at any time, call a meeting of the Trustees.
26. The Trustees for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a general meeting but not for any other purpose.
27. The Member may appoint one of the Trustees to be the Chairman of the Trustees for a term of one year from the date of his appointment and may re-appoint such person at

the end of his term. The Member may also remove the Chairman from office at any time before the end of his term and may appoint another Trustee in his place.

28. Without prejudice to Article 32, the Trustees may appoint one or more committees consisting of two or more individuals appointed by them for the purpose of making any inquiry 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 committee. Provided that all acts and proceedings of any such committees shall be fully and promptly reported to the Trustees.
29. All acts bona fide done by any meeting of the Trustees, or of any committee of the Trustees, or by any person acting as a Trustee, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Trustee, or person acting as aforesaid, or that they or 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.
30. The Trustees shall cause proper minutes to be made in books provided for the purpose of:
 - 30.1 all appointments of officers made by the Trustees;
 - 30.2 the names of Trustees present at each meeting of the Trustees and of any committee of the Trustees; and
 - 30.3 all resolutions and proceedings at all meetings of the Company and of the Trustees and of committees of the Trustees.

Any minutes of any meeting, if purporting to be signed by the chairman of that meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without further proof of the facts stated in such minutes.
31. A resolution in writing signed by all the Trustees for the time being or of any committee of the Trustees entitled to receive notice of a meeting of the Trustees or of any such committee of the Trustees (as the case may be) shall be as valid and effectual as if it

had been passed at a meeting of the Trustees or of such committee duly convened and held. The resolution may consist of more than one document in the like form each signed by one or more than one person.

LOCAL EXECUTIVE BOARDS

32. The Trustees may establish committees of individuals (to be known as “Local Executive Boards”) whose purpose shall be to represent certain geographical areas of the country and to identify, and recommend to the Trustees, projects and causes in those particular areas which are worthy of charitable support by the Company
33. Each Local Executive Board shall consist of two or more individuals appointed by the Trustees and each Local Executive Board shall conduct itself in accordance with any terms of reference from time to time adopted by the Trustees (as varied or revoked).
34. Each Local Executive Board shall be responsible to the Trustees and all acts and proceedings of the Local Executive Boards shall be fully and promptly reported to the Trustees.

SECRETARY

35. The Secretary shall be appointed by the Member 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 the Member.
36. A provision of the Acts, or these Articles, requiring or authorising a thing to be done by, or to, a Trustee and the Secretary shall not be satisfied by its being done by, or to, the same person acting both as a Trustee and as, or in place of, the Secretary.

THE SEAL

37. The Trustees shall provide for the safe custody of the Seal (if any) which shall be used only on the authority of the Trustees, or of a committee of the Trustees, authorised by the Trustees in that behalf. Every instrument to which the Seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary, or by a second Trustee, or by some other person appointed by the Trustees for that purpose. Otherwise

documents may be executed for and on behalf of the Company in accordance with the Act.

HONORARY OFFICERS

38. The Trustees or the Member may, at any time and from time to time, appoint any person, whether a member of the Company or not, to be President, a Vice-President, Ambassador or a Patron of the Company. Such offices shall be honorary offices, carrying no executive duties or responsibilities and no voting powers.

ACCOUNTS

39. Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Company, carrying on activities of the nature carried on by the Company.

ANNUAL REPORT

40. The Trustees shall comply with their obligations under the Charities Acts 1993 and 2006 (or any statutory re-enactment or modification of those Acts) with regard to the preparation of any annual report and its transmission to the Charity Commission.

ANNUAL RETURN

41. The Trustees shall comply with their obligations under the Charities Acts 1993 and 2006 (or any statutory re-enactment or modification of those Acts) with regard to the preparation of an annual return and its transmission to the Charity Commission.

NOTICES

42.

- 42.1 Subject to these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

- 42.2 The only address at which the Member is entitled to receive notices is the address shown in the Register or an electronic address provided for that purpose.
- 42.3 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 42.4 A Trustee may agree with the Company that notices or documents sent to that Trustee in a particular way are deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.
- 42.5 Where a document or information is sent or supplied by the Company by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such a service of delivery it shall be sufficient to prove that such cover was properly addressed and posted.
- 42.6 Where a document or information is sent or supplied by the Company in Electronic Form to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and proving such service it will be sufficient to prove that it was properly addressed.
- 42.7 The Member (acting by its representative) or a Trustee, present at any meeting, shall be deemed to have received notice of the meeting, and where requisite, of the purpose for which it was called.

DISSOLUTION

43. Clause 10 of the Memorandum relating to the winding-up or dissolution of the Company shall have effect as if those provisions were repeated in these Articles.

INDEMNITY OF TRUSTEES AND OFFICERS

44. Subject to the provisions of the Acts, every Trustee, Secretary, auditor or other officer of the Company shall be entitled to be indemnified against all costs, charges, losses,

expenses and liabilities incurred by him in the execution and discharge of his duties, or in relation thereto, and no Trustee, Secretary, auditor or other officer 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 of the duties of his office, or in relation to it.

