

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY GUARANTEE
AND HAVING CHARITABLE STATUS

Memorandum and Articles of Association

of

The National Literacy Trust

Incorporated on 5 June 2006

Company registration number 5836486
Registered charity number 1116260

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THE COMPANIES ACT 1985

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
AND HAVING CHARITABLE STATUS

Memorandum of Association of The National Literacy Trust

Adopted by a special resolution on 25 January 2012

1. Name

The name of the Association ("the Trust") is The National Literacy Trust.

2. Registered office

The registered office of the Trust will be situated in England.

3. Objects

The objects of the Trust are to advance public education in reading, writing and other literacy skills.

4. Powers

4.1 The Trust will have the following powers which can only be exercised in furtherance of its Objects:

4.1.1 To carry on primary purpose trading and to purchase or form trading companies alone or jointly with others;

4.1.2 To work with other agencies or organisations having similar aims, to encourage the provision and development of appropriate support and educational services, and merge with other charities having similar aims;

4.1.3 To accept subscriptions, donations, devises and bequests and to issue appeals, hold public meetings, establish subscription arrangements and support groups and take other steps as may be required for the purpose or procuring contributions to the funds of the Trust in the shape of donations, grants, subscriptions or otherwise;

4.1.4 To affiliate to any charity having similar objects and to establish, develop and maintain links, to exchange information and to enter into arrangements with other bodies at local and national level in order to promote the Objects;

4.1.5 To obtain any act of Parliament or other order or authority which will assist the Trust to carry its Objects into effect or to promote support or oppose legislative or other measures or proceedings or to petition the Crown Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interest or Objects of the Trust;

4.1.6 To collect information about issues relevant to the purposes of the Trust and to foster and undertake research into any aspect of the Objects of the Trust and its work and to disseminate and exchange the results of any such research;

- 4.1.7 To create and/or produce performances, exhibitions, workshops, courses and other educational events using any available medium;
- 4.1.8 To write, create and/or publish text or material using any available medium;
- 4.1.9 To draw, accept, factor or discount cheques and negotiable or other instruments and to operate bank or other accounts in the name of the Trust;
- 4.1.10 To employ staff, agents or consultants and to make provision for their proper payment including any reasonable provision for the payment of pensions and superannuation to or on behalf of employees and their dependants;
- 4.1.11 Subject to such consents as may be required by law:
 - 4.1.11.1 To purchase, take on lease or in exchange, hire or otherwise acquire any property, assets, rights or privileges, and to construct, maintain and alter any buildings or works;
 - 4.1.11.2 To sell, let, licence, mortgage or dispose of all or any of the property or assets of the Trust;
 - 4.1.11.3 To carry out any charitable trusts which may lawfully be done by the Trust;
 - 4.1.11.4 To borrow or raise money for the purposes of the Trust on such terms and on such security as it shall think fit, but the Trust shall not undertake any permanent trading activities (other than primary purpose trading) in raising funds to achieve its charitable objects;
 - 4.1.11.5 To lend money on such terms and subject to such security as may be thought fit;
 - 4.1.11.6 To invest the monies of the Trust not immediately required for its purposes in any way as it shall think fit and to take professional investment advice where necessary;
 - 4.1.11.7 To delegate the management of investments to a financial expert but only on terms that the investment policy is set down in writing for the financial expert by the Board; that every transaction is reported promptly to the Board; that the performance of the investments is reviewed regularly with the Board; that the Board shall be entitled to cancel the delegation arrangement at any time; that the investment policy and the delegate arrangement are reviewed at least once a year; that all payments due to the financial expert are on a scale are at a level which is agreed in advance and are notified promptly to the Board on receipt; and that the financial expert must not do anything outside the powers of the Board;
 - 4.1.11.8 To arrange for investments or other property of the Trust to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required;
 - 4.1.11.9 To set aside funds for special purposes or as reserves against future expenditure;

- 4.1.12 To establish and support or help in the establishment and support of any charitable organisation and to subscribe or guarantee money for charitable purposes;
- 4.1.13 To insure and arrange insurance cover of every kind and nature in respect of the Trust, its property and assets and in respect of and for the purpose of providing indemnity for itself, its Trustees, Offices, employees and voluntary workers and its members from and against all risks directly or indirectly incurred in the course of the Trust's activities and in the performance of their duties by such Trustees, Officers, employees, voluntary workers and members as may be thought fit and to insure and arrange insurance cover to indemnify its Trustees and Officers from and against the liabilities referred to in clause 4.2 but subject to the restrictions set out in clause 4.3;
- 4.1.14 To do all other lawful things as shall further any or all of the above objects.
- 4.2 The liabilities referred to in clause 4.1.13 are:
- 4.2.1 Any liability in respect of negligence, default, breach of duty or breach of trust of which the Trustee or Officer may be guilty in respect of the Trust;
- 4.2.2 The liability to make a contribution to the Trust's assets under section 214 of the Insolvency Act of 1986 (wrongful trading);
- 4.3 Exclusions
- 4.3.1 The following liabilities are excluded from 4.2.1:
- 4.3.1.1 Fines;
- 4.3.1.2 The costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or Officer;
- 4.3.1.3 Liabilities of the Trust resulting from conduct which the Trustee or Officer knew or ought to have known was not in the best interests of the Trust or which the Trustee or Officer did not care whether or not it was in the best interests of the Trust;
- 4.3.2 There is excluded from clause 4.2.2 any liability to make such a contribution where the basis of the liability is the Trustee's knowledge prior to the insolvent liquidation (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Trust would avoid going into insolvent liquidation.
- 4.4 Provided that:
- 4.4.1 If the Trust shall take or hold any property which is subject to any trusts, the Trust shall be bound by such trusts.
- 4.4.2 The objects of the Trust will not extend to the regulation of relations between employers and workers or organisations of employers and organisations of workers.
- 4.4.3 If the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Trust must only deal with it in accordance with sections 36 and 37 of the Charities Act 1993 or any amendment or re-enactment of that Act.

5. Restrictions on distributions

- 5.1 The income and property of the Trust shall be applied solely towards achieving the objects of the Trust as set out in this Memorandum of Association. Save as provided in this a and in clause 6 no part shall be paid or transferred directly or indirectly to the members of the Trust and no Trustee shall be appointed to any office of the Trust paid by salary or fees or receive any payment or other financial benefit from the Trust.
- 5.2 Provided that nothing in this clause 5 shall prevent the payment in good faith by the Trust;
 - 5.2.1 Of reasonable and proper payment for any services rendered to the Trust by any member, Officer or employee of the Trust who is not a Trustee;
 - 5.2.1.1 Subject to the restrictions contained in clause 4.1.13 and 4.2 and 4.3 a Trustee may benefit from trustee indemnity insurance cover purchased at the Trust's expense.

6. Dealings with Trustees

- 6.1 No Trustee may buy or sell goods, services or interest in land from or to the Trust, be employed by or receive remuneration or receive any financial benefits from the Trust unless the payment is permitted by clause 6.2 and the Trustees follow the procedure and observe the conditions set out in clause 6.3; or the Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.
- 6.2 The payments to Trustees permitted pursuant to clause 6.1 are as follows:
 - 6.2.1 They may receive a benefit from the Trust in the capacity of a beneficiary of the Trust;
 - 6.2.2 A Trustee who is a solicitor, accountant or other person engaged in a profession may be paid the usual professional charges for business when instructed by the Trust to act in a professional capacity on its behalf;
 - 6.2.3 Any firm, company or organisation whose assistance is reasonably required by the Trust for its proper administration may charge and be paid reasonable charge for work of that nature done by it notwithstanding that at Trustee of the Trust is a partner or other senior officer or employee of that firm, company or organisation;
 - 6.2.4 A Trustee may be employed by the Trust or enter into a contract for the supply of goods or sertruts to the Trust otherwise than for acting as a Trustee;
 - 6.2.5 A Trustee may receive interest on money lent to the Trust at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be settled by the Trustees;
 - 6.2.6 A company of which a Trustee is a member may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Trustee holds no more than 1% of the issued capital of that company;
 - 6.2.7 A Trustee may receive rent for premises let to the Trust is the amount of the rent and the other terms of the lease are reasonable and proper;
- 6.3 The procedures and conditions for payments to Trustees pursuant to clause 6.1 are:

6.3.1 The Trust and its Trustees may only rely upon the authority provided by clause 6.2 if each of the following conditions is satisfied:

6.3.1.1 The remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all the circumstances;

6.3.1.2 The Trustee concerned is absent from the part of any meeting at which there is discussion of such an interest or proposed interest, does not vote on the matter, and is not to be counted when calculating whether a quorum of Trustees is present at the meeting;

6.3.1.3 The other Trustees are satisfied that it is in the interest of the Trust to employ or to contract with that Trustee rather than with someone who is not a Trustee and a majority of the Trustees then in office have received no such payments;

6.3.1.4 The reason for their decision is recorded by the Trustees in accordance with article 14.3;

7. Limited liability

7.1 The liability of the members is limited.

8. Contribution to the assets of the Trust

8.1 Every member of the Trust undertakes to contribute to the assets of the Trust, in the event of the same being wound up while they are a member, or within one year after they cease to be a member, for payment of the debts and liabilities of the Trust contracted before they cease 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, such amount as may be required not exceeding one pound (£1).

9. Surplus assets

9.1 If on the winding-up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatever, the same shall not be paid to or distributed among the members of the Trust, but shall be applied in one or more of the following ways:

9.1.1 By transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects of the Trust;

9.1.2 Directly for charitable purposes within or similar to the Objects of the Trust;

9.1.3 In such other manner as may be approved by the Charity Commission;

9.1.3a Nothing in this memorandum or articles shall authorise an application of the property of the charity for the purposes which are not charitable in accordance with section 7 of the Charities and Trustees Investment (Scotland) Act 2005;

9.1.4 A final report and statement of account shall be sent to the Charity Commission.

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A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
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Articles of Association of The National Literacy Trust

Adopted by a special resolution on 25 January 2012

1. Definitions and interpretation

1.1 In these articles:

“the Act”	means the Companies Act 1985 as amended;
“address”	in relation to electronic communications, includes any number or address used for the purposes of communication;
“the Board”	means the Board of Trustees of the Trust;
“the Chair of Trustees”	means the person elected as Chair of the Board of the Trustees in accordance with article 11.1;
“communication”	means the same as in the Electronic Communications Act 2000;
“the Trust”	means The National Literacy Trust;
“the Date of Transfer”	means the date upon which The National Literacy Trust (registration number 1015539) transfers its assets and undertakings to the Trust;
“electronic communication”	means the same as in the Electronic Communications Act 2000;
“the Honorary Officers”	means those Trustees who occupy the following positions: the Chair of Trustees, the Treasurer and (if elected in accordance with article 11.3) the Vice Chair of Trustees;
“the Secretary”	means any person appointed to perform the duties of the secretary of the Trust;
“the Treasurer”	means the Trustee elected as Treasurer of the Trust in accordance with article 11.2;
“Trustee”	means a member of the Board appointed in accordance with articles 9, 10 and 11 and a director of the company within the meaning of the Companies Act;
“the original Trust”	means The National Literacy Trust, an unincorporated trust and a charity (registration number 1015539);

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

“the Vice Chair of Trustees” means the person (if any) elected as Vice Chair of the Board in accordance with article 11.3.

- 1.2 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, electronic communication, lithography, photography and other modes of representing or reproducing words in a visible form of whatsoever kind.
- 1.3 Unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the Act or any statutory modification of the Act in force at the date at which these articles become binding on the Trust.
- 1.4 All words importing the singular number shall include the plural and vice versa and words denoting any gender shall include all genders.

2. Objects

- 2.1 The Trust is established for the objects expressed in the Memorandum of Association.

3. Members

- 3.1 The subscribers to the Memorandum of Association and such other persons as the Board shall admit to membership shall be members of the Trust.
- 3.2 An application for membership may be approved or rejected by the Board. The Board shall have the right for good and sufficient reason to terminate the membership of any member provided that the member concerned shall have a right to be heard before a final decision is made.
- 3.3 Unless the Board or the Trust in General Meeting shall make other provision pursuant to powers contained in article 21, the Board may in its absolute discretion permit any member of the Trust to retire provided that after such retirement the number of members is not less than two.
- 3.4 On ceasing to be a Trustee a person shall automatically cease to be a member of the Trust.

4. General meetings

- 4.1 The Trust shall each year hold a general meeting as its Annual General Meeting 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 15 months shall elapse between the date of one Annual General Meeting of the Trust and that of the next provided that so long as the Trust holds its first Annual General Meeting within 18 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 Board shall appoint. All general meetings other than Annual General Meetings shall be Extraordinary General Meetings.
- 4.2 The Board may, whenever it thinks fit, convene an Extraordinary General Meeting or, in default, an Extraordinary General Meeting may be convened by such requisitionists as provided by the Act. If at any time there are not within the United Kingdom sufficient Trustees to form a quorum, any Trustee, or any two members of the Trust may convene

an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.

5. Notice of general meetings

- 5.1 An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by at least 21 days' notice in writing. Other meetings shall be called by at least 14 days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day of the meeting and shall specify the place, the day and the hour of the meeting and in case of special business, the general nature of that business and shall be given, in manner mentioned below or in such other manner if any, as may be prescribed by the Trust in general meeting, to such persons as are entitled to receive such notices provided that a meeting of the Trust shall, notwithstanding that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed:
- 5.1.1 In the case of the Annual General Meeting, by all the members entitled to attend and vote; and
- 5.1.2 In the case of any other meeting, by a majority of the members having a right to attend and vote at the meeting, being a majority together representing not less than 95% of the total voting rights of all the members.
- 5.1.3 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.

6. Proceedings at general meetings

- 6.1 The business to be transacted at an Annual General Meeting shall include the consideration of the accounts, balance sheets, and the reports of the Board and auditors and the appointment of, and the fixing of the remuneration of, the auditors.
- 6.2 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 shall constitute a quorum. If within half an hour from the time appointed for the meeting a quorum is not present the meeting, if convened on the requisition of members, shall be dissolved; in any other case it shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Board may determine.
- 6.3 The Chair, if any, of the Trustees shall chair every general meeting of the Trust. In the absence of the Chair, the Vice Chair of the Trustees, if any, shall act as chair. If at any meeting neither the Chair nor the Vice Chair is present within 10 minutes after the time appointed for the holding of the meeting, or if there is no Chair or Vice Chair, or if neither the Chair or the Vice Chair are willing to act, the Trustees present shall elect one of their number to chair the meeting.
- 6.4 If at any meeting no Trustee is willing to act as Chair or if no Trustee is present within 10 minutes after the time appointed for the holding of the meeting, the members present shall choose one of their number to chair the meeting.
- 6.5 The chair of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took

place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

- 6.6 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands.
- 6.7 A declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of proceedings of the Trust 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.
- 6.8 In the case of an equality of votes, the chair of the meeting shall be entitled to a second or casting vote.
- 6.9 Subject to the provisions of the Act, a resolution in writing signed by all the members entitled to receive notice of and to attend and vote at general meetings shall be as valid and effective as if it had been passed at a general meeting of the Trust duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more members.

7. Votes of members

- 7.1 Every member shall have one vote.

8. President and Vice Presidents

- 8.1 The members of the Trust may elect a President of the Trust and may elect up to four Vice Presidents of the Trust from among those persons who shall be nominated by the Trustees.
- 8.2 The President and any Vice Presidents do not need to be members of the Trust.
- 8.3 The President and any Vice Presidents shall receive all board papers and shall have the right to attend and be heard at Board meetings, but shall not be a Trustee and shall not have the right to vote at Board meetings.
- 8.4 The President and any Vice Presidents may be paid all reasonable out-of-pocket expenses properly incurred by them in connection with their duties as President or Vice President.
- 8.5 The first President of the Trust shall be the President of the original Trust at the Date of Transfer who shall hold office until the close of the third Annual General Meeting after the Date of Transfer.
- 8.6 Subject to article 8.5, the President of the Trust and any Vice Presidents of the Trust shall hold office from the close of the Annual General Meeting at which they are elected until the close of the third Annual General Meeting following their appointment. Neither the President of the Trust nor any Vice President of the Trust may serve more than two terms in their respective offices.

9. The board

- 9.1 The first Trustees shall be the subscribers to the Trust.
- 9.2 The Trustees shall be the directors of the Trust for the purpose of the Act.
- 9.3 The maximum numbers of Trustees shall be twelve (12) and the minimum number of Trustees shall be three (3) or in each case such other number as may be determined by the Trust in general meeting.
- 9.4 A Trustee must also be a member of the Trust and upon accepting the office of Trustee shall automatically become a member of the Trust.

10. Rotation of Trustees

- 10.1 At the first Annual General Meeting and at each following Annual General Meeting one-third of the Trustees for the time being (or if their number is not a multiple of three then the number nearest to one third) shall retire from office.
- 10.2 The Trustees to retire shall be those who have been longest in their office since their last election or appointment. As between Trustees of equal seniority the Trustees to retire shall be selected by lot unless they agree otherwise. A retiring Trustee shall be eligible for re-election.
- 10.3 At the meeting at which a Trustee retires the Trust may appoint a new Trustee in place of the retiring Trustee. If standing for re-election the retiring Trustee shall be deemed to have been re-elected, unless at the meeting it is expressly resolved not to replace the retiring Trustee; or a resolution for the re-election of the retiring Trustee shall have been put to the meeting and lost.
- 10.4 No person other than a Trustee retiring at the meeting shall be eligible for election as a Trustee at any general meeting unless:
 - 10.4.1 That person is recommended by the Trustees for election; or
 - 10.4.2 The secretary is given notice in writing by a member duly qualified to attend and vote at the meeting, not less than 4 nor more than 21 clear days before the date set for the meeting, of that member's intention to propose such person, and of that person's willingness to be elected.
- 10.5 Unless elected as an honorary officer, no Trustee may serve more than 6 years without at least one year break.
- 10.6 The Trust may in a general meeting increase the number of Trustees, and decide in what rotation the additional Trustees shall retire, and may make the appointments necessary for effecting any such increase.

11. Honorary Officers

- 11.1 The Chair of the Trustees shall be elected from the Board by the Trustees by a simple majority.
- 11.2 The Treasurer shall be elected from the Board by the Trustees by a simple majority.

11.3 A Vice Chair of the Trustees may be elected from the Board by the Trustees by a simple majority.

11.4 No person shall hold two or more honorary offices simultaneously.

11.5 Honorary Officers shall be appointed for a term expiring at the end of the third Annual General Meeting following their appointment. They may stand for re-election for a further term calculated as above. At the end of their second term the Honorary Officers may be elected in the case of the Chair of Trustees or the Vice Chair of Trustees for a further term of one year expiring at the end of the Annual General Meeting following their appointment. At the end of their final term of one year the Honorary Officers will not be eligible to hold office as Trustees until the end of the next Annual General Meeting.

12. Removal of Trustees

12.1 The Trust may by ordinary resolution, of which special notice has been given in accordance with Section 303 of the Act, remove any Trustee before the expiration of that Trustee's period of office notwithstanding anything in these articles or in any agreement between the Trust and such Trustee.

13. Disqualification or vacation of office of Trustees

13.1 The office of Trustee shall be vacated if the Trustee:

13.1.1 Retires and is not re-elected; or

13.1.2 Becomes bankrupt or makes any arrangement or composition with their creditors generally; or

13.1.3 Becomes prohibited from being a Trustee by reason of any order made under Section 72 of the Charities Act 1993; or

13.1.4 Becomes incapable by reason of mental disorder, illness or injury of managing and administering their property and affairs; or

13.1.5 Resigns their office by written notice to the Trust; or

13.1.6 Is absent from two consecutive Board meetings without leave and the Board resolve that the office be vacated; or

13.1.7 Is directly or indirectly interested in any contract with the Trust and fails to declare the nature of their interest as required by Section 317 of the Act.

13.2 A Trustee shall not vote in respect of any contract in which they have an interest or any matter arising out of it, and, if they do so vote, their vote shall not be counted, save in respect of a policy of insurance which indemnifies them from and against all such risks incurred in the course of performance of their duties, provided such policy of insurance is appropriate on reasonable terms and complies with the requirements of clauses 4.1.14 and 4.2-4.3 of the Memorandum of Association of the Trust.

14. Powers and duties of the Board

14.1 The business of the Trust shall be managed by the Board who may pay all expenses incurred in the formation of the Trust, and may exercise all such powers of the Trust as are not required to be exercised by the Trust in general meeting including (but not by

way of limitation) the powers to borrow money, and to mortgage or charge the whole or any part of its undertaking and property, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Trust or of any third party. Any such requirement may be imposed either by the Act or by these Articles or by any regulation made by the Trust in general meeting; but no such requirement shall invalidate any prior act of the Board which would have been valid if that requirement had not been made.

14.2 All cheques and other negotiable instruments, and all receipts for money paid to the Trust, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time determine.

14.3 The Board shall cause minutes to be made and records (with copies of relevant documents attached where appropriate) to be kept:

14.3.1 Of all appointments of officers made by the Board;

14.3.2 Of the names of the Trustees present at each Board meeting and

14.3.3 Of all resolutions and proceedings at all meetings of the Trust, and of the Board;

14.3.4 Of all reports of committees; and

14.3.5 Of all professional advice obtained.

15. Proceedings of the Board

15.1 The Board shall meet at least three times a year.

15.2 The Board may meet together for the despatch of business, adjourn, and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes of Trustees present and voting on the question. In the case of an equality of votes the Chair of Trustees (or in that person's absence the person chairing the meeting) shall have a second or casting vote whether they have or have not voted previously on the same question but no Trustee in any other circumstances shall have more than one vote. The Chair of Trustees may, and the Secretary on the request of any two trustees shall, at any time summon a Board meeting upon not less than four days' notice being given to the other Trustees of the matters to be discussed. It shall not be necessary to give notice of a Board meeting to any Trustee for the time being absent from the United Kingdom.

15.3 The quorum necessary for the transaction of the business of the Board shall be three Trustees.

15.4 The Board may act notwithstanding any vacancy in its body, but, if and so long as its number is reduced below the number fixed by or pursuant to the Articles of Associate of the Trust as the quorum of the Board may act for the purpose of increasing the number of Trustees to that number or of summoning a general meeting of the Trust, but for no other purpose.

15.5 If at any meeting neither the Chair of Trustees nor the Vice-Chair of Trustees is present within ten minutes after the time appointed for holding the same, or if there is no Chair of Trustees or Vice-Chair of Trustees, the Trustees present shall choose one of their number to chair the meeting.

- 15.6 The Board may delegate any of its powers to committees consisting of such of its number as it thinks fit; any committee so formed shall conform to any regulations that may be imposed on it by the Board and in particular (but without limitation) no such committee shall have authority to incur expenditure save in accordance with a budget previously agreed with the Board. The chair of any such committee may be appointed by the Board.
- 15.7 The members of each committee may, with the approval of the Board, appoint such persons, not being Trustees, as they think fit to be members of that committee.
- 15.8 At least one third of the members of any committee at any one time shall be Trustees.
- 15.9 Unless the Board has appointed a person to chair a committee, that committee may elect a chair of its meetings; if no such chair is elected or, if at any meeting the chair is not present within ten minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting.
- 15.10 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chair shall have a second or casting vote.
- 15.11 All acts and proceedings of committees shall be reported to the Board fully and promptly.
- 15.12 All acts done by any meeting of the Board or of a committee, or by any person acting as a Trustee, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Trustee or person acting as a Trustee, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee.
- 15.13 A resolution in writing, signed by all the Trustees entitled to receive notice of a Board meeting, shall be as valid and effectual as if it had been passed at a Board meeting duly convened and held, and may consist of several documents in like form each signed by one or more Trustees.
- 15.14 All members of the Board shall be entitled to be interested in and benefit from all or any of the contracts of insurance referred to in clause 14.1.14 of the Memorandum of Association of the Trust and no member of the Board shall be prevented from acting in that capacity merely by reason of that interest.
- 15.15 At their discretion the Trustees may hold a meeting of the Board or any committee of the Board or any committee appointed by the Board by telephone or any other electronic means, provided that all those participating in the meeting can hear and communicate with each other throughout the entire meeting.

16. Secretary

- 16.1 Subject to Section 283 of the Act, the Secretary of the Trust shall be appointed by the Board for such term at such remuneration and on such conditions as the Board may think fit; and any Secretary so appointed may be removed by it.
- 16.2 A provision of the Act 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.

17. Accounts

17.1 The Board shall comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:

17.1.1 Annual reports;

17.1.2 Annual returns; and

17.1.3 Annual statements of account.

17.2 Accounting records relating to the Trust shall be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

17.3 A copy of the Trust's latest available statement of account shall be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Trust's reasonable costs, within two months.

18. Audit

18.1 Auditors shall be appointed and their duties regulated in accordance with the Act.

19. Notices

19.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing, given personally or in accordance with section 369(4A) of the Act.

19.2 The company may give any notice to a member by post in a prepaid envelope to the member at their registered address or by leaving it at that address or in accordance with section 369(4A) of the Act. If the member has no registered address within the United Kingdom, to the address, if any, within the United Kingdom supplied by them to the Trust for the giving of notice to them.

19.3 Proof that an envelope containing a notice was properly addressed, prepared 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 the guidance issued by the Corporate Governance Institute shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted or in the case of an electronic communication, at the expiration of forty-eight hours after the time it was sent.

19.4 Notice of every general meeting shall be given in any manner authorised by these articles to:

19.4.1 Every member except those members who (having no registered address within the United Kingdom) have not supplied to the Trust an address within the United Kingdom for the giving of notices to them;

19.4.2 The President and any Vice Presidents;

19.4.3 The auditor for the time being of the Trust; and

19.4.4 Each Trustee.

19.5 Only the persons specified in Article 19.4 above shall be entitled to receive notices of general meetings.

20. Dissolution

20.1 Clause 9 of the Memorandum of Association relating to the winding-up and dissolution of the Trust shall have effect as if its provisions were repeated in these articles.

21. Rules or byelaws

21.1 The Board may from time to time make such rules or byelaws as it may deem necessary or convenient for the proper conduct and management of the Trust and for the proper conduct and management of the Trust and for the purpose of prescribing classes of and conditions of membership of either the Trust or any group established to support the Trust, and in particular but without prejudice to the generality of the above, it may be such rules or byelaws regulate:

21.1.1 The admission and classification of membership of the Trust 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;

21.1.2 The conduct of members in relation to one another, and to the Trust's employees;

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

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

21.1.5 Generally all such matters as are commonly the subject matter of such rules.

21.2 The Trust in general meeting shall have power by special resolution to alter or repeal the rules or byelaws and to make additions to them, and the Board shall adopt such means as it deems sufficient to bring to the notice of members of the Trust all such rules or byelaws, which so long as they shall be in force, shall be binding on all members of the Trust provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Trust.

22 Headings

22.1 The headings in these Articles shall not be taken as part of them or in any manner affect the interpretation or construction of the same.