

The Companies Acts 1985 to 2006
Company Limited by Guarantee and not having a Share Capital

**Memorandum
and
Articles of Association
of
Crossfields Institute**

Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Tel: 020 7551 7777)
www.bwllp.com
JB/203253/0002

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association
of
Crossfields Institute

Name

1. The name of the company is *Crossfields Institute*. In this Memorandum and the company's Articles of Association it is called the "Charity".

Registered office

2. The registered office of the Charity is situated in England and Wales.

Objects

3. The objects of the Charity are to advance education, particularly (without limitation):
 - 3.1 in promoting and developing education, training and research (making the useful results of such research publicly available) inspired and/or underpinned by Anthroposophy, the principles of which are summarised in the Appendix to this Memorandum;
 - 3.2 in promoting and developing education, training and research (making the useful results of such research publicly available) in Anthroposophy and activities or subject areas developed out of or inspired by Anthroposophy, the principles of which are summarised in the Appendix to this Memorandum;
 - 3.3 in promoting, developing and/or providing for qualifications relating to such education, training and research

Powers

4. To further its objects the Charity may:
 - 4.1 develop, provide and prescribe courses of instruction, syllabuses, examinations and diplomas, degrees and other qualifications (subject to applicable regulatory authority) in relation to higher and/or further and/or adult education, including relation to special educational needs; and make awards of and in relation to such qualifications;

- 4.2 provide for and/or be regulated by quality assurance schemes, accreditation and inspection regimes of institutions and organisations engaged in, or whose activities are related to the provision of education and/or research;
- 4.3 establish any educational and/or research institution and promote and support the establishment and operation of any educational and/or research institution in relation to its principal and ancillary activities;
- 4.4 organise and assist in the provision of conferences, lectures, seminars, exhibitions and other educational activities;
- 4.5 produce, promote, distribute and publish written, visual and audio materials in and on any media;
- 4.6 encourage, undertake, or commission research, surveys, studies or other work;
- 4.7 establish, maintain, endow, or sponsor professional chairs, lectureship fellowships, prizes, scholarships, exhibitions, bursaries and other benefactions;
- 4.8 provide for, or assist students in attending courses of instruction and other educational events, practically, financially or in relation to pastoral care;
- 4.9 provide and assist in the provision of money, materials, facilities and equipment;
- 4.10 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which a charity operating within the United Kingdom may properly undertake;
- 4.11 enter into contracts to provide services to, or on behalf of, other bodies;
- 4.12 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 4.13 subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees consider appropriate;
- 4.14 subject to any consent required by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds;
- 4.15 set aside funds for special purposes or as reserves against future expenditure;
- 4.16 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property, in accordance with anthroposophical principles;

- 4.17 delegate the management of investments to a financial expert or experts provided that:
 - 4.17.1 the investment policy is set down in writing for the financial expert or experts by the Trustees;
 - 4.17.2 every transaction is reported promptly to the Trustees;
 - 4.17.3 the performance of the investments is reviewed regularly by the Trustees;
 - 4.17.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.17.5 the investment policy and the delegation arrangements are reviewed at least once a year;
 - 4.17.6 all payments due to the financial expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 4.17.7 the financial expert or experts may not do anything outside the powers of the Trustees;
- 4.18 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert or experts acting under their instructions and pay any reasonable fee required;
- 4.19 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 4.20 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.21 raise funds by way of subscription, donation or otherwise (subject to the limitations in clause 4.23);
- 4.22 accept (or disclaim) gifts of money and any other property;
- 4.23 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 4.24 incorporate subsidiary companies to carry on any trade;
- 4.25 subject to clause 5:

- 4.25.1 employ, or engage and pay employees, consultants and professional or other advisers, including lecturers, readers, examiners, teaching staff, and administrative staff; and
- 4.25.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.26 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.27 become a member, associate or affiliate of or act as Trustee or appoint Trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 4.28 undertake and execute charitable trusts;
- 4.29 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity;
- 4.30 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 4.31 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 4.32 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 4.33 provide indemnity insurance to cover the liability of the Trustees 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 Charity, including without limitation any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:
 - 4.33.1 any act or omission which he/she knew to be a breach of trust or breach of duty or which was committed by him/her in reckless disregard to whether it was a breach of trust or breach of duty or not;
 - 4.33.2 any liability incurred by him/her in defending any criminal proceedings in which he/she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him/her; or
 - 4.33.3 in relation to any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Trustee's liability is

his/her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation; and

4.34 do all such other lawful things as shall further the Charity's objects.

Limitation on private benefits

5.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

5.2 Except as provided below no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of benefit to the members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment or provision in good faith by the Charity of:

5.2.1 any payments made or benefits provided to any member, Trustee or Connected Person in their capacity as a beneficiary of the Charity;

5.2.2 any payments made to any Trustee, officer or auditor under the indemnity provisions set out at Article 73;

5.2.3 reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Charity (including services performed under a contract of employment with the Charity) provided that:

(a) if such person is a Connected Person the procedure described in Article 62 of the Articles (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and

(b) this provision together with clause 5.2.9 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee);

5.2.4 interest on money lent by any member, Trustee or Connected Person at a reasonable and proper rate;

5.2.5 any reasonable and proper rent for premises let by any member, Trustee or Connected Person;

5.2.6 fees, remuneration or other benefits in money or money's worth to a company of which a member, Trustee or Connected Person holds less than 1% of the capital;

5.2.7 reasonable and proper out-of-pocket expenses of Trustees;

- 5.2.8 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.33 of this Memorandum;
- 5.2.9 reasonable and proper remuneration to any Trustee for any goods or services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that:
- (a) the procedure described in Article 63 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision; and
 - (b) this provision together with clause 5.2.3 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee).
- 5.3 The restrictions on benefits and remuneration conferred on members of the Charity and on the Trustees by clause 5.2 of this Memorandum and the exceptions to such restrictions in clauses 5.2.1 to 5.2.9 inclusive of this Memorandum shall apply equally to benefits and remuneration conferred on members of the Charity and on the Trustees by any Subsidiary Company, and for this purpose references to the Charity in clauses 5.2.3 and 5.2.9 shall be treated as references to the Subsidiary Company.

Limited liability

6. The liability of the members is limited.
7. Every member of the Charity undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during his/her membership or within one year afterwards:
- 7.1.1 for payment of the debts and liabilities of the Charity contracted before he/she ceased to be a member;
 - 7.1.2 for the costs, charges and expenses of winding up;
 - 7.1.3 for the adjustment of the rights of the contributories among themselves.

Winding up

8. If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity, but must be given to some other institution or institutions with similar objects which is, or are, regarded as charitable under the law of every part of the United Kingdom. The institution or institutions to benefit shall be chosen by the Trustees at or before the time of winding up or dissolution.

Definitions

9. Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Charity unless the context otherwise requires.

Appendix to Memorandum

Summary of the principles of education and research inspired by Anthroposophy and key application areas

Rudolf Steiner (1861-1925), an Austrian philosopher, scientist and social reformer, extended scientific research beyond the existing parameters of natural science to investigate the non-physical, spiritual realities of life. Using clear and accessible means for attaining spiritual knowledge, he offered insights that have inspired new approaches to medicine, education, the arts, architecture, agriculture, social reform and economics. As in the natural sciences, spiritual science employs objective methodologies which can be understood with rigorous thinking and empirically verified in practical activity. The name given to this new branch of science is 'anthroposophy', a Greek word meaning 'wisdom of Man'.

Learning organisations inspired by anthroposophy operate with principles and methodologies which are drawn directly from, or are in close sympathy with, Rudolf Steiner's body of work. The anthroposophical approach to education and research aims to integrate academic, practical and artistic work using as a central tool for development the human ability to self reflect.

The following are brief characterizations of a number of areas in which anthroposophical learning organisations are particularly active:

1. Steiner Waldorf Education. Based on the work and teachings of Rudolf Steiner, this is founded on an understanding of the human being related to specific concepts of body, soul and spirit and their development through childhood. It integrates educational content and method in ways that are supportive of this. The curriculum aims to meet the developmental needs of the growing child and adolescent, nurturing faculties rather than merely delivering prescribed information.
2. Anthroposophical Medicine. This is an extension of natural scientific medicine which constitutes an international school of thought and practice based on the work and teachings of Rudolf Steiner and as further elaborated by the Medical Section of the School for Spiritual Science based at the Goetheanum, Switzerland and by its members working throughout the world. Anthroposophical medicine includes the prescribing of anthroposophically developed medicines, therapies, social therapies, and pastoral medicine.
3. Curative Education is a holistic, inter-disciplinary, developmental approach to early intervention, education and care of children and youth with complex learning and neurological differences, drawing from Rudolf Steiner's medical, therapeutic and educational insights into human development that views body, soul and spirit as inseparable aspects of human wholeness.

4. Social Therapy¹ refers to an inter-disciplinary approach to creating a supportive, holistic culture with and for adults with learning and neurological differences and other complex needs in the context of integrated community living that values friendship, person-directed lifestyle choices, further education for everyone, meaningful work, art and crafts, ecology and citizenship. It draws from the paradigm and principles of curative education in age appropriate ways.
5. The Arts. Rudolf Steiner has inspired new developments in a wide range of artistic fields such as painting, sculpture, drama, eurythmy, speech, music, architecture and design. Common to all is the ideal to bring to expression the archetypal creative processes that are inherent both in the human being and in the macrocosm of nature and the spiritual world.
6. Biodynamic agriculture, horticulture and environmental sustainability. This unique form of organic husbandry is inspired by the research of Rudolf Steiner and is founded on a holistic and spiritual understanding of nature and the human being. It embraces respect for the environment, production of healthy food, and an understanding of the valuable connections between the individual, the community and the spiritual forces at work in nature.
7. Goethean Science. One of the inspirations for Rudolf Steiner's anthroposophy, and a continuing area of research, was J.W. von Goethe's work on science. Goethe's scientific method brings together the human being and the phenomenon studied in a way that remains true to the phenomenon and yet uses human capabilities such as imagination and intuition as well as careful thought and observation to arrive at a holistic understanding of individual phenomena and the world.
8. Transdisciplinary practice² is an overarching unity of knowledge, often referred to as the Goethean approach. In particular it braids the principles of Rudolf Steiner education, biodynamic environmental practice and anthroposophic medicine.

¹ *The term social therapy was first used in the 1970's in a new branch of psychotherapy, work with children and youth, and in community solutions for people with disabilities during and following dismantling of large institutions in North America. Only the later usage bears relationships with this context.*

² *Transdisciplinarity as a principle of integrated forms of research comprise a family of methods for relating scientific knowledge and the practice of problem solving. Pohl, C. and Hirsch-Hadorn, G. Principles for Designing Transdisciplinary Research. Munich (2007)*

We, the subscribers to this Memorandum, wish to be form a company in accordance with this Memorandum

Signatures, names and addresses of Subscribers

Guarantee

- | | | | |
|----|------------|--|----|
| 1. | Signature: | Mr Simon Fielding | £1 |
| | Address: | 62 Bower Mount Road, Maidstone, Kent, ME16 8AT | |
| | Date: | 11 February 2008 | |
| 2. | Signature: | Mr Aonghus Coinn Huntly | £1 |
| | Address: | Ruskin Mill, Nailsworth, Gloucestershire, GL6 0LA | |
| | Date: | 11 February 2008 | |
| 3. | Signature: | Dr Hazel Isis Brook | £1 |
| | Address: | 16 Bairstow Street, Preston, Lancs, PR1 3TN | |
| | Date: | 11 February 2008 | |
| 4. | Signature: | Ms Shaina Stoehr | £1 |
| | Address: | 46 Belbroughton Rd, Blakedown, Kidderminster, DY10 3JG | |
| | Date: | 11 February 2008 | |
| 5. | Signature: | Mr William Steffen | £1 |
| | Address: | 55 Cainscross Road, Stroud, Glos, GL5 4EX | |
| | Date: | 11 February 2008 | |

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association
of
Crossfields Institute

Interpretation

1. In these Articles and the Memorandum the following terms shall have the following meanings:

<i>Term</i>	<i>Meaning</i>
1.1 “address”	includes a number or address used for the purposes of sending or receiving documents by electronic means;
1.2 “annual retirement meeting”	has the meaning given to it in Article 8;
1.3 “Articles”	these Articles of Association of the Charity;
1.4 “Charity”	Crossfields Institute;
1.5 “charitable”	charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with any statutory provision regarding the meaning of the word “charitable” of words “charitable purposes” in force in any part of the United Kingdom. For the avoidance of doubt a system of law governing the constitution of the Charity is the law of England and Wales;
1.6 “circulation date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7 “clear days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

- 1.8 “*Companies Acts*” has the meaning given to it in section 2 of the Companies Act 2006;
- 1.9 “*Connected Person*” (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (c) any company or firm of which a Trustee is a paid director, partner or employee, or shareholder holding more than 1% of the capital;
- 1.10 “*electronic form*” / “*electronic means*” have the meanings respectively given to them in the Companies Act 2006;
- 1.11 “*financial expert*” an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.12 “*hard copy*”/ “*hard copy form*” have the meanings respectively given to them in the Companies Act 2006;
- 1.13 “*Memorandum*” the Memorandum of Association of the Charity;
- 1.14 “*Secretary*” the secretary of the Charity (if any);
- 1.15 “*Subsidiary Company*” any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- 1.16 “*Trustee*”/“*Trustees*” a Trustee/the Trustees as defined in the Companies Acts.

2. In these Articles and the Memorandum:

- 2.1 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles became binding on the Charity;
- 2.2 Subject to Article 2.1, any reference in these Articles or the Memorandum to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

Members

3. The Trustees from time to time shall be the only members of the Charity. A Trustee shall become a member on becoming a Trustee. A member shall cease to be a member if he/she ceases to be a Trustee. Membership shall not be transferable and shall cease on death.

Trustees

Number of Trustees

4. There shall be at least three Trustees.

Appointment, retirement, removal and disqualification of Trustees

5. The subscribers to the Memorandum shall be the first Trustees.
6. Subject to Article 5, Trustees shall be appointed by resolution of the Trustees.
7. At the third and each subsequent annual retirement meeting one third, or the number nearest to one third of the Trustees, being those who have been longest in office since their last appointment or reappointment, shall retire from office. Where more than one third of the Trustees have served for the same period of time since their last appointment or reappointment the Trustees shall agree amongst themselves which Trustees shall retire, or in the event that agreement cannot be reached, the decision shall be made by lot. The retirement takes effect at the conclusion of the meeting.
8. The annual retirement meeting shall be the meeting of the Trustees at which the accounts of the Charity are adopted.
9. Retiring Trustees may be reappointed.
10. If the retirement of a Trustee under Article 7 causes the number of Trustees to fall below that set out in Article 4 then the retiring Trustee shall remain in office until a new appointment is made.
11. No person may be appointed as a Trustee:
 - 11.1 unless he/she has attained the age of 18 years; or
 - 11.2 in circumstances such that, had he/she already been a Trustee, he/she would have been disqualified from acting under the provisions of the Articles.
12. The office of a Trustee shall be vacated if:
 - 12.1 he/she ceases to be a Trustee by virtue of any provision of the Companies Acts or he/she becomes prohibited by law from being a Trustee;
 - 12.2 he/she is disqualified under the Charities Act 1993 from acting as a Trustee;
 - 12.3 he/she becomes bankrupt or makes any arrangement or composition with his/her creditors generally;
 - 12.4 the Trustees reasonably believe he/she is suffering from mental disorder and incapable of acting and they resolve that he/she be removed from office;
 - 12.5 he/she resigns by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);

- 12.6 he/she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he/she be removed for this reason;
- 12.7 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he/she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees; or
- 12.8 he/she ceases to be a member of the Charity.

Powers of Trustees

13. Subject to the Act, the Memorandum and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
14. The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees.
15. All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his/her appointment or that he/she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.
16. Subject to the Articles the Trustees may regulate their proceedings as they think fit.

Chair

17. The Trustees may appoint one of their number to be the chair of the Trustees and may at any time remove him/her from that office.

Delegation of Trustees' powers

18. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.
19. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Charity to any person or committee in accordance with the conditions set out in these Articles.

Delegation to committees

20. In the case of delegation to committees:

- 20.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
- 20.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
- 20.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary;
- 20.4 all delegations under this Article shall be variable or revocable at any time;
- 20.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and
- 20.6 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 21. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee.
- 22. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any regulations made by the Trustees.

Delegation of day to day management powers

- 23. In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:
 - 23.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
 - 23.2 the Trustees shall provide the manager with a description of his/her role and the extent of his/her authority; and
 - 23.3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts sufficient to explain the financial position of the Charity.

Academic Council

- 24. The Trustees, may, using their powers under the Companies Acts, establish an Academic Council to act as the Charity's academic authority taking such measures

and acting in such a manner as would best promote the academic and professional work of the Charity and safeguard the standards of any awards made. The Trustees may make such regulations governing the powers and responsibilities of the Academic Council as from time to time they think fit.

Trustees' meetings

25. Two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a Trustees' meeting at any time.

Members' general meetings

26. Any two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a members' general meeting at any time.

Length of notice

27. Subject to Article 28, a members' general meeting shall be called by at least 14 clear days' notice unless the Companies Acts require a longer notice period.
28. A members' general meeting may be called by shorter notice by the agreement of 95% of the members.
29. A Trustees' meeting shall be called by at least seven clear days' notice unless either:-
- 29.1 all the Trustees agree; or
- 29.2 urgent circumstances require shorter notice.

Contents of notice

30. Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a Trustees' or members' annual general or general meeting, and the general nature of the business to be transacted. If a special resolution is to be proposed at a members' general meeting, the notice shall include the proposed resolution and specify that it is proposed as a special resolution.
31. In every notice calling a members' general meeting of the Charity there must appear with reasonable prominence a statement informing the member of his/her rights to appoint another person as his/her proxy at a members' general meeting.

Service of notice

32. Notice of meetings shall be given to each Trustee and in the case of members' general meetings notice shall also be given to the auditors of the Charity.

Manner of serving notice

33. Notice of meetings shall be given in accordance with Articles 68 to 72.

Quorum

34. No business shall be transacted at any meeting unless a quorum is present. At Trustees' meetings three people present in person and entitled to vote shall be a quorum. At members' meetings three people present in person or by proxy an entitled to vote shall be a quorum. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

Chair

35. The chair, if any, of the Trustees or in his/her absence another Trustee nominated by the Trustees present shall preside as chair of each meeting.

Adjournment

36. The chair may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.
37. When a members' general meeting is adjourned for 14 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.

Voting at Trustees' meetings

38. At a Trustees' meeting every person present in person and entitled to vote shall have one vote.
39. A resolution put to the vote of a Trustees' meeting shall be decided on a show of hands.
40. Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he/she may have.

Voting at members' general meetings

41. A resolution put to the vote of a members' general 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 Companies Acts, a poll may be demanded:
 - 41.1 by the chair; or
 - 41.2 by any person who, by virtue of being appointed proxy for one or more members entitled to attend and vote at the meeting, holds two or more votes; or

- 41.3 by at least two members present in person or by proxy and having the right to vote at the meeting;
42. Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
43. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair 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.
44. A poll shall be taken as the chair directs and he/she 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.
45. A poll demanded on the election of the chair 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 chair directs not being more than 30 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 a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
46. 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.
47. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.
48. On a show of hands and on a poll every member present in person or by proxy shall have one vote. In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote he/she may have.
49. The appointment of a proxy shall be in such form as is usual or which the Trustees may approve.
50. Unless the appointment of a proxy indicates otherwise, it must be treated as:
 - 50.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

- 50.2 appointing that person as a proxy in relation to any adjournment of the members' general meeting to which it relates as well as the meeting itself.
51. The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may:
- 51.1 in the case of an instrument in writing be deposited at the registered office of the Charity or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 51.2 in the case of an appointment sent by electronic means, where an address has been specified for the purpose of receiving documents or information by electronic means:
- 51.2.1 in the notice convening the meeting, or
- 51.2.2 in any instrument of proxy sent out by the Charity in relation to the meeting, or
- 51.2.3 in any invitation to appoint a proxy issued by the Charity in relation to the meeting which is sent by electronic means,
- be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
- 51.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll; or
- 51.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary (if any) or to any Trustee;
- and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.
52. An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates. Attendance by a member in person at a meeting automatically revokes any appointment of a proxy by that member.

Virtual meetings of Trustee

53. A Trustees' meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

Decisions without a meeting

Written members' resolutions

54. Subject to Article 55, a written resolution of the members of the Charity passed in accordance with these Articles 54 to 59 shall have effect as if passed by the Charity in a members' general meeting.
- 54.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.
- 54.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as special resolution.
- 54.3 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.
55. A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his/her term of office may not be passed as a written resolution.
56. A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.
57. A member signifies their agreement to a proposed written resolution when the Charity receives from him/her an authenticated document identifying the resolution to which it relates and indicating his/her agreement to the resolution.
- 57.1 If the document is sent to the Charity in hard copy form, it is authenticated if it bears the member's signature.
- 57.2 If the document is sent to the Charity by electronic means, it is authenticated if the identity of the member is confirmed in a manner specified by the Charity if it is accompanied by a statement of the identity of the member and the Charity has no reason to doubt the truth of that statement or if it is from an email address specified by the member to the Charity for the purposes of receiving documents or information by electronic means.
58. A written resolution is passed when the required majority of eligible members have signified their agreement to it.
59. A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

Trustees' decision-making

60. The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.
61. The Trustees may take a majority decision without holding a Trustees' meeting if:
 - 61.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;
 - 61.2 that Trustee has made the other Trustees aware of the matter and the need for a decision;
 - 61.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; anda majority of the Trustees indicate their agreement by any means to a particular decision on that matter.

Conflicts of interest

62. Whenever a person has a personal interest in a matter to be discussed at a meeting or in relation to which a decision is proposed to be made in accordance with Article 60 or 61, and whenever a person has an interest in another organisation whose interests are reasonably likely to conflict with those of the Charity in relation to a matter to be discussed at a meeting or in accordance with Article 60 or 61, he/she must:
 - 62.1 declare an interest before discussion begins on the matter;
 - 62.2 withdraw from that part of the meeting unless expressly invited to remain, or decline to participate in any discussion on the matter unless expressly asked to do so;
 - 62.3 in the case of personal interests not be counted in the quorum for that part of the meeting; and
 - 62.4 in the case of personal interests withdraw during the vote and have no vote on the matter.

Register of trustees' interests

63. The trustees shall cause to be kept a register of trustees' interests.

Irregularities

64. The proceedings at any meeting or the passing of any resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Companies Acts.

General

Secretary

65. Prior to section 270 of the Companies Act 2006 coming into force a Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If and when section 270 of the Companies Act 2006 comes into force a Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
- 65.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and
- 65.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

Minutes

66. The Trustees shall cause minutes to be made in books kept for the purpose:
- 66.1 of all appointments of officers made by the Trustees;
- 66.2 of all resolutions of the Charity and of the Trustees; and
- 66.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings. The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

Records and accounts

67. The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
- 67.1 annual reports;
- 67.2 annual returns;
- 67.3 annual statements of account.

Communications by and to the Charity

68. Subject to the provisions of the Companies Acts and these Articles:
- 68.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form or in electronic form;
- 68.2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement.
- 68.3 Any document or information (including any notice) sent to a member under the Articles may be sent to the member's postal address as shown in the Charity's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member.
69. Any document to be served on the Charity or on any officer of the Charity under the Articles may only be served:
- 69.1 in the case of documents in hard copy form, by sending or delivering them to the Charity's registered office or delivering them personally to the officer in question; or
- 69.2 in the case of documents in electronic form, by sending them by electronic means:
- 69.2.1 to an address notified to the members for that purpose; and
- 69.2.2 from an address previously notified to the Charity by the member (other than by electronic means) for the purpose of sending and receiving documents and information.
70. A member present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
71. Where a document or information is sent or supplied under the Articles:
- 71.1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
- 71.2 Where the document or information is sent or supplied by electronic means 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. In proving such service it shall be sufficient to prove that it was properly addressed.
72. Where any document or information has been sent or supplied by the Charity by electronic means and the Charity receives notice that the message is undeliverable:

- 72.1 if the document or information has been sent to a member and is notice of a members' general meeting of the Charity or a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so; and
- 72.2 in all other cases, the Charity will send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.
- 72.3 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

Indemnity

73. Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him/her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him/her in that capacity, but only to the extent permitted by the Companies Acts.

Trustees' indemnity insurance

74. The Trustees shall have power to resolve pursuant to clause 4.33 of the Memorandum to effect Trustees' indemnity insurance, despite their interest in such policy.

Winding-up

75. The provisions of clauses 7 and 8 of the Memorandum relating to the winding-up or dissolution of the Charity shall have effect and be observed as if the same were repeated in the Articles.

Signatures, names and addresses of Subscribers

1. Signature: Mr Simon Fielding
 Address: 62 Bower Mount Road, Maidstone, Kent, ME16 8AT
 Date: 11 February 2008

2. Signature: Mr Aonghus Coinn Huntly
 Address: Ruskin Mill, Nailsworth, Gloucestershire, GL6 0LA
 Date: 11 February 2008

3. Signature: Dr Hazel Isis Brook
 Address: 16 Bairstow Street, Preston, Lancs, PR1 3TN
 Date: 11 February 2008

4. Signature: Ms Shaina Stoehr
 Address: 46 Belbroughton Rd, Blakedown, Kidderminster, DY10 3JG
 Date: 11 February 2008

5. Signature: Mr William Steffen
 Address: 55 Cainscross Road, Stroud, Glos, GL5 4EX
 Date: 11 February 2008