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Companies Acts 1985 to 2006

Company limited by guarantee

ARTICLES OF ASSOCIATION OF

PLANTLIFE INTERNATIONAL – THE WILD PLANT CONSERVATION CHARITY

COMPANY NUMBER 03166339

Name changed by special resolutions dated 31 October 1996 and 17 December 2002

Amended by Special Resolution dated 15 April 1998

Amended by Special Resolution dated 1 November 2007

Amended by Special Resolution dated 22 March 2012

1 NAME

1.1 The name of the Company ("the Company") is "Plantlife International - The Wild Plant Conservation Charity"

2 REGISTERED OFFICE

2.1 The registered office of the Company will be situated in England.

3 OBJECTS

3.1 The objects for which the Company is established are:

3.1.1 to promote and undertake for the public benefit the conservation of plants and their habitats;

3.1.2 to educate the public so as to increase their knowledge, understanding and appreciations of plants, and their awareness of the value of plants and the need for plant conservation;

3.1.3 to promote and undertake for the public benefit the establishment and maintenance of places of botanical interest for the cultivation and preservation of plants;

3.1.4 to promote, organise and undertake study and research in the principles and practice of the conservation of plants and their uses provided that all the useful results of such research shall be published;

3.1.5 to promote such other charitable objects or charitable purposes which are conducive to the aforesaid objects as the Board may from time to time in its discretion determine.

4 POWERS

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

4.1 to print and publish any newspapers, periodicals, books, articles or leaflets;

4.2 to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the world, and to construct, maintain and alter buildings or erections;

4.3 to sell, manage, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company subject to such consents as may be required by law;

4.4 to execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property;

4.5 to borrow or raise money for the Objects on such terms and on such security as may be thought fit subject to such consents as may be required by law;

- 4.6 to take and accept any gift of money, property or other assets whether subject to any special trust or not for the Objects;
- 4.7 to raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise provided that the Company shall not undertake any permanent trading activities in raising funds for the Objects;
- 4.8 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.9 to invest in its own name or in the name of nominees moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- 4.10 to delegate upon such terms and with such remuneration as the Company shall think fit to professional investment managers ("the Managers") the exercise of the power contained in the foregoing sub-clause 4.9 Provided Always that:
- 4.10.1 the Managers shall be persons who are entitled to carry on investment business under the provisions of the Financial Services Act 1986 or any statutory modification or re-enactment of the same;
- 4.10.2 the Company shall authorise the Managers to exercise such delegated power as aforesaid only within clear investment policy guidelines laid down from time to time by the Company and the Company shall use its best endeavours to ensure that those guidelines are observed;
- 4.10.3 the Managers shall be under a duty to report promptly to the Company any exercise of the power delegated as aforesaid and to report all transactions at least within 14 days and to report on performance of any investments managed by them at least every 3 months;
- 4.10.4 the Company shall at all times be free forthwith to review alter or determine such delegation and the terms thereof;
- 4.11 the Company shall review such delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Company to undertake such review within the said period of 12 months shall not invalidate the delegation.
- 4.12 to subscribe for, take or otherwise acquire and hold shares, stock, debentures or other securities of or interests in any company or undertaking established with the intention of directly benefiting the Company provided always that appropriate professional advice shall have been sought before making such subscription or acquisition;
- 4.13 to make any donations in cash or assets or establish or support or aid in the establishment or support of or constitute or lend money (with or without security) to or for any exclusively charitable trusts, associations or institutions;
- 4.14 to undertake and execute charitable trusts;

- 4.15 to engage and pay upon such reasonable and proper terms as may be thought fit any person or persons not being directors whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company;
- 4.16 subject to the provisions of Article 5 to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants;
- 4.17 to amalgamate with any companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Company and prohibit payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by these Articles;
- 4.18 to pay out of funds of the Company the costs charges and expenses of and incidental to the formation and registration of the Company;
- 4.19 to do all such other lawful things as will further the attainment of the Objects or any of them.

PROVIDED THAT

- 4.20 in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- 4.21 the Objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;
- 4.22 in case the Company shall take or hold any property subject to the jurisdiction of the Commission the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Directors of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Directors have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Commission over such Directors, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated;

5 BENEFITS TO MEMBERS AND DIRECTORS

- 5.1 The income and property of the Company shall be applied solely towards the promotion of its Objects and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Company and no Director shall without the prior written permission of the Commission be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:

- 5.1.1 of reasonable and proper remuneration to any member, officer, servant or consultant of the Company (not being a Director of the Company) for any services rendered to the Company and of reasonable and proper travelling, conference and study expenses necessarily incurred in carrying out the duties of any such member, officer, servant or consultant of the Company;
- 5.1.2 to any Director who is a solicitor, accountant or other person engaged in a profession of all reasonable professional and other charges for work done by him or his firm when instructed by the other Directors to act in that capacity on behalf of the Company provided that:
- (a) he shall be absent from all meetings at which the employment and remuneration of such a firm or company are discussed during the relative discussion;
 - (b) he shall not vote on any resolution relating to the employment or remuneration of such firm or company;
 - (c) the other Directors are satisfied that the employment of the firm or company in question is both necessary and expedient in the interests of the Company;
- 5.1.3 of interest on money lent by a Member or Director at a rate per annum not exceeding 2 per cent less than the base lending rate prescribed for the time being by a major London Clearing Bank or 3 per cent whichever is the greater;
- 5.1.4 to any Director of reasonable and proper out-of-pocket expenses;
- 5.1.5 to a company of which a Member or a Director may be a member holding not more than one hundredth part of the capital of such company;
- 5.1.6 of reasonable and proper rent for premises demised or let by any Member or by any Director;
- 5.1.7 of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Directors (or any of them) in relation to the Company provided that such insurance shall not extend to indemnification against liability for wilful or criminal wrongdoing or default.

6 LIMITED LIABILITY

- 6.1 The liability of the Members is limited.

7 GUARANTEE

- 7.1 Every Member undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1 (one pound).

8 DISSOLUTION

- 8.1 If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 5 hereof, such institution or institutions to be determined by Members of the Company at or before the time of dissolution and in so far as effect cannot be given to such provisions then such property shall be disposed of at the discretion of the Directors for some other charitable purpose or purposes.

9 MEMBERSHIP

- 9.1 The Company must maintain a register of Members and every Member shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member.
- 9.2 Membership is open only to the Directors and no person shall be admitted a Member unless he is approved by the Directors.
- 9.3 The form and the procedure for applying for Membership is to be prescribed by the Directors.
- 9.4 The Directors may establish different classes of Members and recognise one or more classes of supporters who are not Members but are Supporter Members.
- 9.5 Membership is terminated if the Member concerned:
- 9.5.1 gives at least seven clear days' written notice to the Company;
 - 9.5.2 dies or (in the case of an organisation) ceases to exist; or
 - 9.5.3 ceases to be a Director.
- 9.6 Membership shall not be transferable.

10 GENERAL MEETINGS

- 10.1 Members are entitled to attend general meetings either personally or by proxy (but only if a letter signed by the appointor giving permission of proxy has been delivered to the Secretary at least 24 hours before the commencement of the meeting).
- 10.2 There shall be given at least 14 clear days' notice in writing of every general meeting, specifying the place, the day and the hour of the meeting and indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution, to such persons (including the Auditors) as are under these Articles or under the Act entitled to receive such notices from the Company.
- 10.3 Every notice of a general meeting must include a prominent statement of the right to appoint a proxy that complies with the requirements of the Act.

- 10.4 The Company may (but need not) hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Directors.
- 10.5 Members must annually:
- 10.5.1 receive from the Directors a full statement of account for the previous financial year;
 - 10.5.2 receive from the Directors a written report of the activities of the Company; and
 - 10.5.3 appoint reporting accountants or auditors for the Company..
- 10.6 All general meetings, other than annual general meetings, shall be called extraordinary general meetings.
- 10.7 A general meeting may be called by the Directors at any time and must be called within 21 days of a written request from one or more Directors, at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.
- 10.8 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceedings had, at any meeting.

11 PROCEEDINGS AT GENERAL MEETINGS

- 11.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided there is a quorum at a general meeting if half of the Members plus one Officer who is a Member are present in person or by proxy.
- 11.2 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Members may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum.
- 11.3 The Chairman shall preside as chairman at every general meeting, but if the Chairman shall be absent, or if at any meeting he is not present within 15 minutes after the time appointed for holding the same, the Members present in person or by proxy shall first invite the Vice-Chairman to preside as chairman but otherwise shall choose some other Member to preside.
- 11.4 The chairman of the meeting may, with the consent of any meeting of the Members at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever such a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as of the original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

11.5 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at an extraordinary general meeting or a resolution in writing.

12 VOTES OF MEMBERS

12.1 Every Member shall be entitled to attend general meetings in person or by proxy and cast one vote.

12.2 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, by Members present in person or by proxy and entitled to vote, unless a poll is duly demanded in accordance with the Articles.

12.3 Except where otherwise provided by the Articles or the Act, every issue is decided by ordinary resolution.

12.4 The chairman of the meeting may vote on all matters and in the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.

12.5 A poll on a resolution may be demanded

12.5.1 in advance of the general meeting where it is to be put to the vote; or

12.5.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

12.6 A poll may be demanded by

12.6.1 the chairman of the meeting;

12.6.2 two or more Members having the right to vote on the resolution; or

12.6.3 a Member or Members representing not less than 10% of the total voting rights of all the Members having the right to vote on the resolution .

12.7 No poll shall be demanded on the election of a chairman of a meeting, or on any question of adjournment.

12.8 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

12.9 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal.

12.10 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 a poll has been demanded.

12.11 Except where otherwise provided by the Articles or the Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.

- 12.12 A written resolution signed by 75% of those entitled to vote at a general meeting is as valid as a special resolution actually passed at a general meeting provided the written resolution is made fully in accordance with the Act.
- 12.13 A written resolution signed by 50% plus one Member of those entitled to vote at a general meeting is as valid as an ordinary resolution actually passed at a general meeting provided the written resolution is made fully in accordance with the Act.

13 DIRECTORS

- 13.1 The number of Directors shall normally and by preference be not less than eight and unless and until such number is varied by resolution of the Directors shall be subject to a maximum of twelve.
- 13.2 The Directors shall be as follows:
- 13.2.1 the Officers;
 - 13.2.2 up to nine such other persons appointed as Directors in accordance with these Articles.
- 13.3 A Director may not act as a Director unless he:
- 13.3.1 is a Member; and
 - 13.3.2 has signed a written declaration of willingness to act as a charity trustee of the Company.
- 13.4 The Supporter Members of the Company may at a duly convened Annual Members Day nominate Supporter Members as candidates for appointment as a Director in accordance with regulations made by the Directors from time to time.
- 13.5 The Directors are appointed by the Directors. Subject to Articles 13.1 and 13.3 Directors shall appoint at their discretion any person to be a Director but must consider any Nominated Candidate.
- 13.6 A Director appointed as an ordinary Director for the first time on or after 13 December 2011 shall be appointed for an Initial Term and shall be eligible for re-appointment as an ordinary Director for a Second Term.
- 13.7 A Director who has not served as an Officer may serve for a period of no more than seven years including any previous period already served as a Director before 13 December 2011.
- 13.8 A Director appointed as an Officer shall hold such office for a three year term. At the end of his term of office that Director may, at the discretion of the Directors, and subject to Article 13.9, be eligible for:
- 13.8.1 re-appointment as an Officer for a further three year term; or
 - 13.8.2 re-appointment as an ordinary Director for a further one year term .

- 13.9 A person who serves as an Officer may be appointed as a Director for a period of no more than ten years including any previous period already served as an ordinary Director before 13 December 2011.
- 13.10 There shall be a President of the Company who shall be appointed by the Directors and shall hold office for a fixed term of five years. The President may, if willing, be a Director ex-officio.
- 13.11 In exceptional circumstances the Directors may at their discretion agree to vary the term limits set out in Articles 13.6 to 13.10.

14 DISQUALIFICATION OF DIRECTORS

- 14.1 A Director shall cease to hold office as a Director if he:
- 14.1.1 becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - 14.1.2 becomes of unsound mind;
 - 14.1.3 resigns by notice in writing to the Directors (but only if at least two Directors will remain in office);
 - 14.1.4 becomes prohibited from holding office by reason of any court order made under the Act;
 - 14.1.5 is absent without permission from three consecutive meetings of the Directors and is asked by a majority of the other Directors to resign;
 - 14.1.6 is disqualified under the Charities Act from acting as a charity trustee;
 - 14.1.7 ceases to be a Member; or
 - 14.1.8 if he has been appointed as a Director ex-officio, ceases to be the President.
- 14.2 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

15 POWERS OF THE DIRECTORS

- 15.1 The business of the Company shall be managed by the Directors who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company including, without prejudice to the generality of the foregoing, the power to borrow, and as are not by the Act or by these Articles required to be exercised or done by the Company in general meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Act for the time being in force and affecting the Company, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

- 15.2 The Directors may act notwithstanding any vacancy in their body.
- 15.3 If the Directors shall at any time be or be reduced in number to less than the number prescribed by or in accordance with these Articles, it shall be lawful for them to act as Directors for the purpose of admitting persons to membership of the Company, filling up vacancies in their body, or summoning a general meeting, but not for any other purpose.
- 15.4 The Directors have the following powers in the administration of the Company:
- 15.4.1 To appoint the Officers and any other honorary officers from among their number;
- 15.4.2 From time to time to confer on (with his/her consent) or remove from any individual the honorary title of or Vice-President of the Company;
- 15.4.3 To make such regulations, rules and/or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and in particular but without prejudice to the generality of the foregoing they may by such rules regulate:
- (a) the admission and classification of membership as a Supporter Member of the Company and the rights and privileges of such a Supporter Member and the conditions and terms on which a Supporter Member may resign or have their membership as a Supporter Member terminated and any entrance fees subscriptions and other fees of payments to be made by a Supporter Member;
 - (b) the conduct of Supporter Members in relation to one another and to the Company;
 - (c) the conduct of the Annual Members Day.

16 PROCEEDINGS OF THE DIRECTORS

- 16.1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least one such meeting shall be held in each year.
- 16.2 A meeting of the Directors may be held either in person or by suitable Electronic Means agreed by the Directors in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 16.3 Voting on any issue shall be by show of hands unless any Director present shall demand a ballot. Every Director has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote.
- 16.4 A Director, and the Secretary at the request of a Director, shall at any time summon a meeting of the Directors by notice served upon the Directors. A Director who is absent from the United Kingdom shall not be entitled to notice of a meeting.
- 16.5 The Directors may appoint one of their number to be the chairman of the Board of Directors and may at any time remove him from office. The chairman shall preside as chairman at all meetings of the Directors at which he shall be present, but if at any meeting the chairman is not present

within 5 minutes after the time appointed for holding the meeting or is not willing to preside the Directors present shall choose one of their number to be chairman of the meeting.

- 16.6 A meeting of the Directors at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Directors generally. The quorum for meetings of the Directors shall be half the number of the Board plus at least one Officer.
- 16.7 The Directors may delegate any of their powers to any sub-committee consisting of such of their number and such other persons as they think fit Provided that where such committee includes persons not being Directors, the number of such persons shall be less than one-half of the total number of the committee members. The quorum for meetings of any sub-committee is three Directors. Voting at any sub-committee shall be by show of hands by Directors only.
- 16.8 Any sub-committee formed pursuant to Article 16.7 shall, in the exercise of the powers delegated to it, conform to any regulations imposed on it by the Directors. The resolution making the delegation shall specify the financial limits within which any sub-committee shall function. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Directors so far as applicable and so far as the same shall not be superseded by any regulations made by the Directors. All acts and proceedings of such sub-committees shall be reported in due course to the Directors.
- 16.9 All acts bona fide done by any meeting of the Directors or of any sub-committee, or by any person acting as a Director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office.
- 16.10 The Directors shall cause proper minutes to be made of all appointments of the Directors and of the proceedings of all meetings of the Company and of the Directors and of sub-committees, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 16.11 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing signed by all the Directors for the time being (other than any Interested Director who has not been authorised to vote) or by all the members eligible to vote for the time being of any sub-committee who are entitled to receive notice of a meeting of the Directors or of such sub-committee as the case may be shall be as valid and effectual as if it had been passed at a meeting of the Directors or of such sub-committee duly convened and constituted. For this purpose the written resolution may be set out in more than one document.
- 16.12 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

17 CONFLICTS OF INTEREST

- 17.1 If a Director or a Connected Person in relation to a Director (an "Interested Director") is in any way directly or indirectly interested in a proposed transaction or arrangement with the Company the

Interested Director must declare the nature and extent of that interest to the other Directors at a meeting of the Directors before the Company enters into the transaction or arrangement.

17.2 Article 17.1 does not apply to:

17.2.1 an interest of which the Director is not aware or could not reasonably be expected to be aware, or where the Director is not aware of the transaction or arrangement in question;

17.2.2 if it cannot reasonably be regarded as likely to give rise to a conflict of interest;

17.2.3 to the extent the Directors are already aware of it.

17.3 A Director of the Company must avoid a conflict of interest in relation to the Company that is not authorised by the Directors under this clause or does not relate to a transaction or arrangement that is authorised by any other provision of these Articles or by the Commission.

17.4 The Directors of the Company may authorise a conflict of interest of an Interested Director that is not authorised by any other provision of these Articles at a meeting of the Directors where the following conditions apply:

17.4.1 the Interested Director has declared his interest at or before the meeting before discussion begins on the matter;

17.4.2 the Interested Director is absent from the meeting for that item;

17.4.3 the Interested Director is not counted in the quorum for that part of the meeting;

17.4.4 the Directors other than the Interested Director and any other Interested Director consider it is in the best interests of the Company to authorise the conflict of interest in the circumstances applying;

17.4.5 the Interested Director and any other Interested Director is absent during the vote and has no vote on the matter or in considering whether a quorum is present at the meeting.

17.5 Where a conflict of interest is authorised under Article 17.4 the Interested Director may:

17.5.1 continue to participate in discussions leading to the making of a decision and/or to vote, or

17.5.2 disclose to a third party information confidential to the Company, or

17.5.3 take any other action not otherwise authorised which does not involve the receipt by the Interested Director or a Connected Person of any payment or material benefit, or

17.5.4 refrain from taking any step required to remove the conflict.

17.6 In Articles 17.4 and 17.5 of these Articles reference to a conflict of interest only refers to a conflict of interest which does not involve a direct or indirect benefit of any nature to a Director or to a Connected Person.

17.7 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Director or Connected Person, only with the prior written consent of the Commission.

18 SECRETARY

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

19 SEAL

19.1 The Seal shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director.

20 RECORDS AND ACCOUNTS

20.1 The Directors must comply with the requirements of the Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

20.1.1 annual returns;

20.1.2 annual reports; and

20.1.3 annual statements of account.

20.2 The Directors must also keep records of:

20.2.1 all proceedings at meetings of the Directors;

20.2.2 all resolutions in writing;

20.2.3 all reports of committees; and

20.2.4 all professional advice obtained.

20.3 Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours.

20.4 A copy of the Company's constitution and latest available statement of account must be supplied on request to any Director. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Company's reasonable costs.

21 COMMUNICATIONS

21.1 Notices and other documents to be served on Members or Directors under the Articles or the Act may be served:

21.1.1 by hand;

21.1.2 by post;

21.1.3 by suitable Electronic Means; or

21.1.4 through publication in the Company's newsletter or on the Company's website.

21.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members save that any Member described in the register of Members by an address not within the United Kingdom, who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices sent by post served upon him at such address.

21.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

21.3.1 24 hours after being sent by Electronic Means, posted on the Company's website or delivered by hand to the relevant address;

21.3.2 two clear days after being sent by first class post to that address;

21.3.3 three clear days after being sent by second class or overseas post to that address;

21.3.4 immediately on being handed to the recipient personally;

or, if earlier,

21.3.5 as soon as the recipient acknowledges actual receipt.

21.4 A technical defect in service of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

22 INDEMNITY

22.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence default, breach of duty or breach of trust in relation to the affairs of the company.

23 **INTERPRETATION**

23.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Company.

23.2 Throughout these Articles, "charitable" means 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 section 7 of the Charities and Trustee Investment (Scotland) Act 2005. For the avoidance of doubt, the system of law governing these Articles is the law of England and Wales.

23.3 In these Articles, if not inconsistent with the subject or context, the words standing in the first column of the following Table shall bear the meanings set opposite to them respectively in the second column:

WORDS	MEANINGS
the Act	means the Companies Act 2006 and as further modified by statute or re-enacted from time to time
Annual Members Day	means the annual meeting of the Supporter Members
these Articles	these Articles of Association, and the regulations of the Company from time to time in force
the Chairman	the chairman of the Company appointed in accordance with Article 13.8
the Charities Act	means the Charities Acts 1992 to 2006 and as further modified by statute or re-enacted from time to time
charity trustee	has the meaning prescribed by the Charities Act
clear day	does not include the day on which notice is given or the day of the meeting or other event
the Commission	means the Charity Commission for England and Wales or any body which replaces it
the Company	the above named Company
Connected Person	means, in relation to a Director, a person with whom the Director shares a common interest such that he may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Director's family or household or a person or body who is a business associate of the Director, and (for the avoidance of doubt) does not include a company with which the Director's only connection is an interest consisting of no more than 1% of the voting rights

the Directors or the Board	the directors for the time being of the Company
Electronic Means	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference
Initial Term	means a period of four years from the date of appointment
Member	a member of the Company
Membership	membership in accordance with these Articles
Month	calendar month
Nominated Candidate	any Supporter Member who has been nominated by the Supporter Members at the immediately preceding Annual Members Day and notified to the Directors as a candidate for appointment as a Director pursuant to Article 13.4
Objects	means the Objects of the Company as defined in Article 3
the Office	the registered office of the Company
the Officers	the Chairman, Vice-Chairman and the Treasurer
the President	the president of the Company appointed in accordance with Article 13.10
the Seal	the Common Seal of the Company
Second Term	means a period of three years from the date of appointment
the Secretary	the secretary of the Company
Supporter Member	a supporter member of the Company (not being a member for the purposes of the Companies Act and, for the avoidance of doubt, not being entitled to attend or vote at general meetings of the Company) whose activities are regulated by regulations made from time to time by the Directors
the Treasurer	the treasurer of the Company appointed in accordance with Article 13.8
the United Kingdom	Great Britain and Northern Ireland

the Vice-Chairman the vice-chairman of the Company appointed in accordance with Article 13.8

written or in writing refers to a legible document on paper or a document sent by Electronic Means which is capable of being printed out on paper

23.4 Words importing the singular number only shall include the plural number, and vice versa.

23.5 Words importing the masculine gender only shall include the feminine gender.

23.6 Words importing persons shall include corporations.

23.7 Subject as aforesaid, any words or expressions defined in the Companies Act at the date on which these Articles become binding on the Company shall, if not inconsistent with the subject or context, bear the same meanings in these Articles.