

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 6144314

The Registrar of Companies for England and Wales hereby certifies that
THE OXFORD MINDFULNESS CENTRE

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 7th March 2007



N06144314A



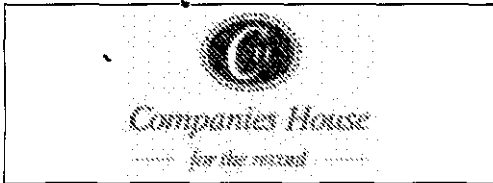
THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

6144314

12



Please complete in typescript, or in bold black capitals.

CHWP000

Declaration on application for registration

[Empty box]

Company Name in full

The Oxford Mindfulness Centre

I, Geoffrey Michael Bamford

of Flat 4, 6 Clydesdale Road, Notting Hill, London, W11 1JE

† Please delete as appropriate.

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company][person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

[Handwritten signature]

Declared at 8 SOUTH PARADE, OXFORD OX2 7JL

Day Month Year

On 01 10 2007

Ⓢ Please print name.

before me Ⓢ MALCOLM TUVEY

Signed

[Handwritten signature]

Date

1 3 07

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Malcolm Tuvey, Solicitor
Eldridge & Co, 8 South Parade Oxford Oxfordshire OX2 7JL
Tel 01865 311100
DX number DX exchange



When you have completed and signed the form please send it to the Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland DX 235 Edinburgh or LP - 4 Edinburgh 2



Companies House

for the record

Please complete in typescript, or in bold black capitals.

CHFP000

30(5)(a)

Declaration on application for registration of a company exempt from the requirement to use the word "limited" or "cyfyngedig"

[Empty box]

Company Name in full

The Oxford Mindfulness Centre

I, Geoffrey Michael Bamford

of Flat 4, 6 Clydesdale Road, Notting Hill, London, W11 1JE

a [Solicitor engaged in the formation of the company] person named as director or secretary of the company in the statement delivered under section 10 of the Companies Act 1985, I do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the Companies Act 1985.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

[Handwritten signature]

Declared at 8 South Parade, Oxford, OX2 7JL

Day Month Year

on 15 02 2007

Please print name.

before me

MALCOLM TURVEY (SOLICITOR)

Signed

[Handwritten signature]

Date

15 2 07

A Commissioner of Oaths or Justice of the Peace or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Geoffrey Bamford

Wolfson College, Linton Road, Oxford, OX2 6UD

Tel 01865 274 098

DX number

DX exchange

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or Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 225 Edinburgh



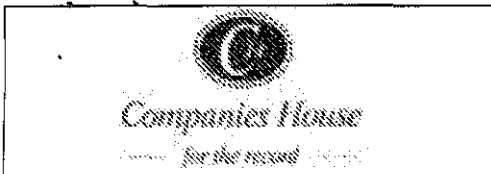
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COMPANIES HOUSE

COMPANIES HOUSE

Form revised June 1998



10

Please complete in typescript,
or in bold black capitals.

CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

The Oxford Mindfulness Centre

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Wolfson College

Linton Road

Post town

Oxford

County / Region

Oxfordshire

Postcode

OX2 6UD

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

1

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on

Geoffrey Bamford

Wolfson College, Linton Road, Oxford, OX2 6UD

Tel 01865 274 098

DX number

DX exchange



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COMPANIES HOUSE

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COMPANIES HOUSE

When you have completed and signed the form please send it to the Registrar of Companies at:

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for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

WED

Company Secretary (see notes 1-5)

Company name

NAME *Style / Title *Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

Post town

County / Region Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title *Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

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Address ††

Post town

County / Region Postcode

Country

Date of birth Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature Date

Company Secretary (see notes 1-5)

Form 10 Continuation Sheet

CHWP000

Company Name

NAME *Style / Title *Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

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Post town

County / Region Postcode

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Address †

Post town

County / Region Postcode

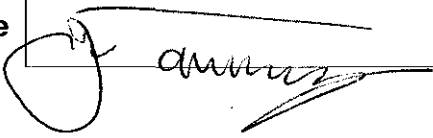
Country

Date of birth Day Month Year Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature  Date

Company Secretary (see notes 1-5)

Form 10 Continuation Sheet

CHWP000

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Forename(s)

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Post town

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Country

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Consent signature Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title Mr. *Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Address †

Post town

County/ Region Postcode

Country

Day Month Year

Date of birth Nationality

Business occupation

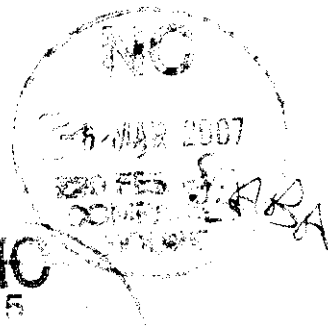
Other directorships

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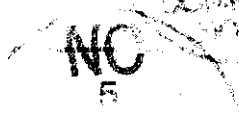
Consent signature  Date

THE COMPANIES ACTS 1985 & 1989
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

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16 FEB 2007

COMPANIES
HOUSE

FRIDAY



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COMPANIES HOUSE

MEMORANDUM OF ASSOCIATION

- of -

The Oxford Mindfulness Centre

1 NAME

The name of the Company is The Oxford Mindfulness Centre

2 REGISTERED OFFICE

The registered office of the Company will be in England and Wales.

3 OBJECTS

The object of the Company is to advance the education and mental health of the public:

- ◆ both by:
 - + promoting research into:
 - traditional Buddhist practices for the enhancement of well-being ('Mindfulness');
 - contemporary applications of those practices; and
 - the *neuroscientific understanding of their operation and effectiveness*;
 - + training others in those practices, their applications and relevant neuroscientific research techniques;
- ◆ and by:
 - + holding and administering funds for permanent and temporary teaching posts, and temporary research posts, in such Mindfulness Studies at Oxford University;
 - + the *administration of teaching and research activities in Mindfulness Studies undertaken at Oxford University*; and
 - + agreeing arrangements for collaboration in respect of Mindfulness Studies teaching and research with the University of Oxford (and Colleges, Faculties and Departments within it), and with other organisations involved in such work.

4 POWERS

The Company will have the following powers, which can only be exercised in furtherance of its objects:

- 4.1 to liaise and work with other charitable institutions, voluntary agencies or organisations having similar aims, and with statutory bodies, to encourage the provision and development of appropriate support and services;

- 4.2 to carry on primary purpose trading;
- 4.3 to seek donations or gifts for the Company by personal or written appeals, public events and other ways;
- 4.4 to affiliate to, merge with or enter into any partnership or joint venture with any charitable institution having similar objects;
- 4.5 to collect information about issues relevant to the purposes of the company and make it available to interested people and organisations;
- 4.6 to establish a reserves policy;
- 4.7 to write, create and/or publish text or material, using any available medium;
- 4.8 to operate bank or other accounts in the name of the Company;
- 4.9 to employ staff, agents or consultants, and to make provision for their proper payment, including any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependants, provided that the Company may employ or remunerate a director only as permitted under Clause 5 of the Memorandum;
- 4.10 subject to such consents as may be required by law:
 - 4.10.1 to purchase, take on lease or in exchange, hire or otherwise acquire any property, assets, rights or privileges, and to construct, maintain and alter any buildings or works;
 - 4.10.2 to sell, let, licence, mortgage or dispose of all or any of the property or assets of the Company;
 - 4.10.3 to carry out any charitable trusts which may lawfully be done by the Company;
 - 4.10.4 to borrow or raise money on such terms and on such security as it shall think fit;
 - 4.10.5 to lend money on such terms and on such security as it shall think fit;
 - 4.10.6 to invest the monies of the Company not immediately required for its purposes in any way it shall think fit, and to take professional investment advice where it deems necessary;
- 4.11 to provide indemnity insurance to cover the liability of any of the directors or officers of the Company in relation to any such liability as is mentioned in sub-clause 4.11.1, but subject to the restrictions specified in sub-clause 4.11.2;
 - 4.11.1 The liabilities referred to in sub-clause 4.11 are:
 - 4.11.1.1 any liability that, by virtue of any rule of law, would otherwise attach to a director in respect of any negligence, default, breach of duty or breach of trust or breach of duty, of which he or she may be guilty in relation to the company; or
 - 4.11.1.2 the liability to make contributions to the assets of the company in accordance with the provisions of Section 214 of the Insolvency Act 1986.
 - 4.11.2 (a) The following liabilities are excluded from sub-clause 4.11.1.1:
 - (i) fines;
 - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty, or wilful or reckless misconduct of a director or other officer;
 - (iii) liabilities to the Company that result from conduct which the director or other officer knew, or must be assumed to have known, was not in the best interests of the company, or in respect of which the person concerned did not care whether or not it was in the best interests of the Company.

- (b) There is to be excluded from sub-clause 4.11.1.2 any liability to make such a contribution where the basis of the director's liability is his or her knowledge, prior to the insolvent liquidation of the Company, that there was no reasonable prospect that the Company would avoid going into insolvent liquidation, or his or her reckless failure to acquire that knowledge.
- 4.12 to establish and support, or help in the establishment and support, of any charitable organisation, and to subscribe or guarantee money for charitable purposes;
- 4.13 to insure and arrange insurance cover against such risks as it shall think fit;
- 4.14 to establish branches elsewhere;
- 4.15 to pay out of the funds of the Company the costs of forming and registering the company as both a company and a charity;
- 4.16 to do all other lawful things as shall further any or all of the above objects.

5 **RESTRICTIONS ON DISTRIBUTIONS**

- 5.1 The income and property of the Company shall be applied towards achieving the objects of the Company. No part shall be paid or transferred directly or indirectly to the members of the Company and, subject as below, no director shall be appointed to any office of the Company paid by salary or fees, or receive any payment or other financial benefit from the Company.
- 5.2 Nothing in this Clause 5 shall prevent the payment in good faith by the Company of:
- 5.2.1 the usual professional charges for business done by any director who is a solicitor, accountant or other person engaged in a profession, or by any partner of that director, when instructed by the Company to act in a professional capacity on its behalf; or
- 5.2.2 reasonable and proper payment for any services rendered to the Company by any member, director, officer or employee of the Company;
- provided that:
- 5.2.2.1 only a minority of the directors shall benefit from this provision; and
- 5.2.2.2 the director concerned shall not be considered when calculating the quorum for the relevant meeting; and
- 5.2.2.3 if, at any meeting, the appointment, or payment, or performance in executing a contract of a director, or of any partner of a director, is being discussed, then that director shall withdraw from the meeting; and
- 5.2.2.4 the other directors are satisfied that it is in the interests of the company to employ or to contract with that director rather than with someone who is not a director, and shall note the reasons for their decision in the minute book.
- 5.2.3 reasonable rate of interest on money lent to the Company;
- 5.2.4 reasonable rent for premises let or licensed to the Company;
- 5.2.5 money or money's worth to a company of which a director is a member, but not if that director owns more than one hundredth of the issued capital of that company;
- 5.2.6 reasonable and proper out-of-pocket expenses to any director;
- 5.2.7 the provision of indemnity insurance referred to in clause 4.12.

6 **LIMITATION OF LIABILITY**

The liability of the members is limited.

7 **GUARANTEE**

If the Company is wound up while a person is a member, or within one year after that person ceases to be a member, that person undertakes to contribute such amount, (not exceeding £1), as may be required for:

- 7.1 payment of the debts and liabilities of the Company contracted before that person ceases to be a member, and of the costs, charges and expenses of winding up; and
- 7.2 the adjustment among themselves of the rights of those contributing to the debts and liabilities.

8 **WINDING UP**

If the Company is wound up and any assets are left after all its debts and liabilities have been satisfied, these assets will not be distributed among the members of the Company. Instead, they will be given to some other charity or charities with similar objects to the Company and whose governing document forbids the distribution of income and property to at least the same extent as is set out in Clause 5 of this Memorandum. The charity or charities will be determined by the members of the Company at or before the time of winding up, failing which the assets will be given to some other charitable object.

Signed by: Geoffrey Michael Bamford
Flat 4
6, Clydesdale Road
London
W11 1JZ
8.2.7

Witnessed by: Rosalie Jennifer-Jayne Cews
Slipton Slade Cottage
Woodstock
OXON OX20 1QQ
Y.2.7

ARTICLES OF ASSOCIATION

- of -

The Oxford Mindfulness Centre

1 DEFINITIONS AND INTERPRETATION

1.1 In these Articles the words in the first column of the Table below shall bear the meaning opposite them in the second column unless they are out of context:

<i>WORDS</i>	<i>MEANINGS</i>
the Act	The Companies Act 1985, including any statutory alteration or re-enactment thereof.
address	A postal address or, for the purposes of electronic communications, a fax number, an e-mail address or a text message number, registered in each case with the company.
these Articles	These Articles of Association and the regulations of the Company from time to time in force.
clear days	In relation to the period of a notice, the periods excluding: <ul style="list-style-type: none">• 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.
the directors	The directors of the Company (and "director" has a corresponding meaning).
month	Calendar Month.
the office	The registered office of the Company.
the secretary	Any person appointed to perform the duties of the secretary of the Company.
the United Kingdom	Great Britain and Northern Ireland.
in writing	Includes references to printing, fax, e-mail and other modes of representing or reproducing words in a visible form.

1.2 Singular words shall include the plural and vice versa.

1.3 A "person" or "people" shall include organisations whether unincorporated or incorporated.

1.4 Subject to the above, any words or expressions defined in the Act shall have the same meanings in these Articles unless they are obviously out of context.

2 MEMBERSHIP

- 2.1 The Members of the Company are the subscribers to the Memorandum of Association and such other persons as the Directors may invite to be members of the Company.
- 2.2 Every member of the Company shall either:
 - 2.2.1 sign a written consent to become a member; or
 - 2.2.2 sign the register of members on becoming a member.
- 2.3 Failure to pay any subscription or any other sum due to the Company within six months of it falling due shall result in the disqualification of a member.
- 2.4 The directors shall have the right for good reason to end the membership of any member provided always that the member shall have a right to be heard before a final decision is made.
- 2.5 Membership is not transferable, and ends on the member's death.
- 2.6 A member may resign by giving notice in writing to the secretary

3 GENERAL MEETINGS

- 3.1 The Company shall hold a General Meeting in every calendar year as its Annual General Meeting, at such time and place as may be fixed by the Company, and the notices calling it shall say that it is the Annual General Meeting, provided that:
 - 3.1.1 the first Annual General Meeting must be called within 18 months of the Company being formed;
 - 3.1.2 every Annual General Meeting except the first shall be held within fifteen months of the previous one;
- 3.2 If the Company holds its first Annual General Meeting within eighteen months after its incorporation it need not hold another one in the year following incorporation.
- 3.3 An Extraordinary General Meeting is a General Meeting which is not an Annual General Meeting.
- 3.4 Extraordinary general meetings may be called:
 - 3.4.1 by the directors whenever they think fit;
 - 3.4.2 by members representing at least 10 per cent of the total voting rights in the Company;
 - 3.4.3 by any director or any member of the Company if at any time there are not enough directors in the United Kingdom to form a quorum.
- 3.5 Notice must be given to the members, directors and auditors of the Company. The notices shall:
 - 3.5.1 give twenty-one clear days' notice in writing at the least for every Annual General Meeting and of every meeting called to pass a Special Resolution;
 - 3.5.2 give fourteen clear days' notice in writing at the least for every other General Meeting;
 - 3.5.3 state the place, the day and the hour of meeting, and in the case of special business the general nature of that business.

- 3.6 If a meeting of the Company is called by shorter notice than that required by these Articles it will be treated as duly called if it is so agreed:-
- 3.6.1 in the case of the Annual General Meeting, by all the members entitled to attend and vote; and
 - 3.6.2 in the case of any other meeting, by a majority of the members entitled to attend and vote at the meeting, who also represent at least 95% of the total voting rights of all the members.
- 3.7 Other than in the case of Annual General Meetings, written resolutions signed by all the members entitled to attend and vote at a meeting of the members shall be deemed to be duly passed as if the meeting had been called and the resolution voted upon in accordance with these Articles.
- 3.8 The accidental omission to give notice of a meeting to, or the accidental non-receipt of such notice by, any person entitled to receive notice will not invalidate any business done at any meeting.

4 PROCEEDINGS AT GENERAL MEETINGS

- 4.1 Ordinary Business at an Annual General Meeting is:
- 4.1.1 the consideration of the income and expenditure account and balance sheet;
 - 4.1.2 the reports of the directors and the Auditors;
 - 4.1.3 the election of directors in the place of those retiring;
 - 4.1.4 the appointment of the Auditors; and
 - 4.1.5 the fixing of the Auditors' fees.
- 4.2 Special Business is all business done at an Extraordinary General Meeting and all business done at an Annual General Meeting except Ordinary Business.
- 4.3 No business shall be done at any General Meeting unless a quorum of members is present when the meeting starts. A quorum is three of the members present and voting, but if a quorum is not present half an hour after the General Meeting was due to start, or if during the meeting a quorum ceases to be present, then:
- 4.3.1 if the meeting was called pursuant to Article 3.4.2, it shall be cancelled;
 - 4.3.2 in any other case, it shall be adjourned to the same day in the next week, at the same time and place, or at such other place as the directors may decide;
 - 4.3.3 if a quorum is not present half an hour after the adjourned meeting was due to start the members present shall be a quorum.
- 4.4 The Chair (if any) of the directors shall chair every General Meeting, but if:
- 4.4.1 there is no Chair or
 - 4.4.2 the Chair is not present fifteen minutes after the time the meeting was due to start, or
 - 4.4.3 the Chair does not want to preside,
- then the members present and entitled to vote shall choose a director to chair the meeting, but if none of the directors present will take the chair, the members present and entitled to vote shall choose a member of the Company who is present to take the chair.
- 4.5 A director shall be entitled to attend and speak at any General Meeting even if that director is not a member of the Company.

- 4.6 The Chair may, with the consent of any meeting at which a quorum is present, (and shall, if so directed by the meeting), adjourn the meeting from time to time, and from place to place, but:
- 4.6.1 no business shall be done at any adjourned meeting other than the business left unfinished at the adjourned meeting;
 - 4.6.2 if a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same way as for an original meeting.
- Otherwise, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

5 VOTING AT GENERAL MEETINGS

- 5.1 Subject to Article 5.4, every member shall have one vote. The board may make such arrangements for postal voting as it deems fit. No proxy votes are allowed.
- 5.2 No member shall be entitled to vote at a General Meeting unless all monies owed by that member to the Company have been paid.
- 5.3 At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless, before or upon the declaration of the result of the show of hands, a poll is demanded by:
- 5.3.1 the Chair; or
 - 5.3.2 three members having the right to vote at the meeting; or
 - 5.3.3 a member or members representing at least one-tenth of the total voting rights of all the members having the right to vote at the meeting,
- 5.4 If the votes are equal, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a second or casting vote.

6 BOARD OF DIRECTORS

- 6.1 The number of directors shall never be less than three and the maximum number shall be determined by a General Meeting.
- 6.2 The first directors are the people named on the statement delivered to the Registrar of Companies under Section 10 of the Act.
- 6.3 The directors may at any time co-opt any person (who need not be a member of the Company) as a director, either to fill a casual vacancy or by way of addition to their number, provided that the maximum referred to in Article 6.1 is not exceeded. Any member so co-opted shall retain office only until the next Annual General Meeting, but shall then be eligible for re-appointment.
- 6.4 The directors shall have the power to:
- 6.4.1 manage the business of the Company, and pay expenses incurred in the promotion and formation of the Company as they think fit;
 - 6.4.2 exercise all the powers of the Company which are not required, by the Act or these Articles or any regulation made by the Company in General Meeting, to be exercised by the Company in General Meeting.
- 6.5 No regulation shall invalidate any act of the directors, done before the requirement is made, which would have been valid if that regulation had not been made.

- 6.6 In the exercise of their powers and in the management of the business of the Company, the directors must remember that they are charity trustees within the meaning of Section 97 of the Charities Act 1993 as the persons having the general control and management of the administration of a charity.
- 6.7 The directors may act even if there are vacancies, but, if the number of directors is reduced to less than the minimum number referred to in Article 6.1, they can only act for the purposes of:
 - 6.7.1 admitting persons to membership of the Company; or
 - 6.7.2 filling up vacancies in their body; or
 - 6.7.3 summoning a General Meeting.
- 6.8 All cheques and other negotiable instruments, and all receipts for money paid to the Company, shall be signed or otherwise made in such a way as the directors shall decide.
- 6.9 The directors shall arrange for minutes to be made:
 - 6.9.1 of all appointments of officers;
 - 6.9.2 of the names of the directors present at each directors meeting;
 - 6.9.3 of all resolutions and proceedings at all meetings of the Company, and of the directors, including the names of the directors present at each such meeting;
 - 6.9.4 The minutes of any meeting, if they are signed by the Chair of the meeting (or by the Chair of the following meeting), will be conclusive evidence of the facts stated in the minutes.

7 DISQUALIFICATION OF DIRECTORS

- 7.1 The office of director shall be vacated if a director:
 - 7.1.1 ceases to be a director by virtue of any provision in the Act, or is disqualified from acting as a director by virtue of Section 72 of the Charities Act 1993 or any statutory re-enactment or modification thereof; or
 - 7.1.2 becomes unable, by reason of mental disorder, illness or injury, to manage and administer the director's own property and affairs; or
 - 7.1.3 is directly or indirectly involved in any contract with the Company and fails to declare the nature of the director's interest by giving notice at the first meeting at which the contract is discussed, or at the first meeting after the director becomes involved in the contract; or
 - 7.1.4 resigns by notice in writing to the Company; or
 - 7.1.5 is removed from office by a resolution duly passed pursuant to Section 303 of the Act; or
 - 7.1.6 has failed without reasonable excuse to attend three consecutive meetings of the directors and then a resolution on the request of the Chair to remove the director is passed by a majority of directors present and voting; or
 - 7.1.7 it is felt by a two thirds majority of directors present at a specially convened meeting that the director concerned is acting in a way which either is against the best interests of the Company or might damage the Company's reputation.

8 ROTATION OF DIRECTORS

- 8.1 At each Annual General Meeting, one-third of the directors for the time being, (or, if their number is not a multiple of three, then the number nearest to one-third), shall retire from office.
- 8.2 The directors to retire shall be those who have been longest in office since their last election or appointment. As between directors of equal seniority, the directors to retire shall be selected by lot, unless they agree otherwise. A retiring director shall be eligible for re-election.
- 8.3 At the meeting at which a director retires, the Company may appoint a new director in place of the retiring director. If standing for re-election, the retiring director shall be deemed to have been re-elected, unless at the meeting:
- 8.3.1 it is expressly resolved not to replace the retiring director; or
- 8.3.2 a resolution for the re-election of the retiring director shall have been put to the meeting and lost.
- 8.4 No person other than a director retiring at the meeting shall be eligible for election as director at any General Meeting, unless:
- 8.4.1 that person is recommended by the directors for election; or
- 8.4.2.1 the secretary is given notice in writing
- 8.4.2.2 by a member duly qualified to attend and vote at the meeting,
- 8.4.2.2.1 not less than 4 nor more than 21 clear days before the date set for the meeting,
- of that member's intention to propose such person and of that person's willingness to be elected.
- 8.5 The Company may in General Meeting increase the number of directors, and decide in what rotation the additional directors shall retire, and may make the appointments necessary for effecting any such increase.

9 PROCEEDINGS OF THE DIRECTORS

- 9.1 The directors may:
- 9.1.1 meet together to do the Company's business, adjourn and otherwise regulate their meetings as they think fit
- 9.1.2 determine the quorum necessary for the transaction of business, provided that the quorum for meetings of the directors shall never be less than two.
- 9.1.3 hold directors' meetings either in person or by suitable electronic means agreed between the directors in which all participants may communicate simultaneously with all other participants.
- 9.1.4 agree that written resolutions signed by all the directors entitled to attend and vote at a meeting of the directors shall be deemed to be duly and properly passed.
- 9.2 Questions arising at any meeting shall be decided by a majority of votes. Each director shall have one vote. If the votes are equal, the Chair shall have a second or casting vote.
- 9.3 A director may, (and, on the request of a director, the secretary will), call a meeting of the directors by notice served upon the directors. A director, whose address in the register of directors is outside the United Kingdom, shall not be entitled to notice of a meeting, unless that director has given the Company an address in the United Kingdom at which notices can be served.

- 9.4 The directors may:
- 9.4.1 elect a Chair who shall be entitled to chair all meetings of the directors at which the Chair shall be present;
 - 9.4.2 determine how long the Chair will hold office;
 - 9.4.3 choose one of their number to chair the meeting if:
 - 9.4.3.1 the Chair is not present within fifteen minutes after the time appointed for holding the meeting; or
 - 9.4.3.2 the Chair does not want to preside.
- 9.5 A meeting of the directors at which a quorum is present can exercise all the powers which all the directors have.
- 9.6 The directors may delegate any of their powers to sub-committees consisting of such directors and others as they think fit, and any committee so formed shall:
- 9.6.1 observe any regulations imposed on it by the directors;
 - 9.6.2 conduct its meetings in accordance with these Articles so far as applicable;
 - 9.6.3 report to the directors on any decisions taken as soon as possible; and
 - 9.6.4 not exceed any budget which has been approved in advance by the directors.
- 9.7 All acts done in good faith by any meeting of the directors, or by any committee of the directors, or by any person acting as a director, shall be valid even if:
- 9.7.1 it is discovered later that the appointment or continuance in office of any director was faulty; or
 - 9.7.2 they or any of them were disqualified from holding office or had retired.
- 9.8 A resolution in writing signed by all directors shall be as valid as if it had been passed at a valid meeting of the directors. A resolution signed by all members of any committee of directors shall be valid as if it had been passed at a valid meeting of that committee.

10 **SECRETARY**

- 10.1 The secretary shall be appointed and removed by the directors on such terms and conditions as they may think fit, and the provisions of Section 283 of the Act shall apply and be observed.
- 10.2 The directors may from time to time by resolution appoint an assistant or deputy secretary, and any person so appointed may act in place of the secretary if there be no secretary or no secretary capable of acting.
- 10.3 No director shall occupy the salaried position of secretary.
- 10.4 A director who is also the secretary cannot sign a document in both capacities.

11 **COMPANY ACCOUNTS AND ANNUAL RETURN**

- 11.1 The directors shall comply with their duties under the Act to prepare accounts and an Annual Return and to send them to the Registrar of Companies

12 CHARITIES ACT ANNUAL REPORT AND RETURN

- 12.1 The directors shall comply with their obligations under the Charities Act 1993, or any statutory re-enactment or modification thereof, to prepare an annual report and an annual return and to send them to the Charity Commissioners.

13 NOTICES

- 13.1 Notices given under these Articles shall either be:

- 13.1.1 in writing; or
- 13.1.2 by an electronic communication.

- 13.2 The Company may give any notice to a Company member either:

- (a) personally; or
- (b) by leaving it at his or her registered address; or
- (c) by sending it by prepaid post; or
- (d) by an electronic communication to an address duly notified by the person concerned.

- 13.3 Notice of every General Meeting shall be given in any authorised manner to:

- (a) every Company member or Director, except those members who have not supplied to the Company an address for giving of notices to them; and
- (b) the auditor for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

- 13.4 A Company member or Director present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

- 13.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after either the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

14 RULES

- 14.1 The directors may from time to time make such rules as they may think fit for the proper conduct and management of the Company, provided no rule is inconsistent with or shall affect or repeal anything in these Articles.

15 WINDING UP

- 15.1 Clause 8 of the Memorandum of Association, relating to the winding up and dissolution of the Company, shall have effect as if it was set out in full in these Articles.


16 INDEMNITY

- 16.1 Subject to the provisions of the Act, and 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 that person:

- 16.1.1 in defending any civil or criminal proceedings in which judgement is given in that person's favour or which results in acquittal; or
- 16.1.2 in connection with any application in which relief is granted to that person by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

Signed by: Geoffrey Michael Bamford
Flat 4
6, Clydesdale Road
London
W11 1JE


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Witnessed by: Rosalie Jennifer Jayne Ains
Skipton Slade Cottage
Woodstock
OXON
OX20 1QQ


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