

**Memorandum and
Articles of Association**

Redbridge Sports Centre Trust Limited

No. 1000490

**Incorporated
22nd January 1971**

The Companies Acts, 1948 to 1967.

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

REDBRIDGE SPORTS CENTRE TRUST LIMITED

1. The name of the Company (hereinafter called "the Trust") is "REDBRIDGE SPORTS CENTRE TRUST LIMITED".
2. The registered office of the Trust will be situate in England.
3. The objects for which the Trust is established are:
 - A) The main object of the Trust is to provide or to assist in providing facilities for recreation physical education or other leisure time occupation in or in connection with the London Borough of Redbridge and its neighbourhood, such facilities being provided in accordance with the following sub-paragraphs of this sub-clause, namely:-
 - i) The facilities to be provided shall be facilities available to the public at large save that special facilities may be provided for persons who by reason of their youth age infirmity or disablement, poverty or social or economic circumstances may have need of special facilities.
 - ii) While the persons for whom the facilities are primarily intended are the community of Redbridge and its neighbourhood the use of such facilities may be extended to other members of the public who desire to and can conveniently make use of them.
 - iii) In this sub-clause the expression "providing facilities" includes not only the provision of land, buildings, equipment and other physical facilities but also the organisation of recreational physical educational and other leisure time activities for the benefit of the public at large or (where required) of the special classes of persons mentioned in sub-paragraph (ii) of this sub-clause.
 - iv) In the construction of this clause it shall be deemed an overriding principle that the activities to be undertaken shall be such as will further the social welfare of the community of Redbridge and its neighbourhood by improving the condition of life of that community.

And it is hereby declared that the objects of the Trust contained in the following sub-clauses of this clause shall be ancillary to the main object declared by this sub-clause and be exercisable for the purpose only of carrying out the main object.

- B) To take over from the trustees of the North Ilford Lawn Tennis Club and the

Essex County Badminton Association Hall Building Group the funds of the property of such club and Association and to apply the funds or property taken over whether capital or income for any of the purposes of the Trust and to give any necessary discharge to such trustees in connection with the taking over of such funds or property.

- C) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property or apparatus equipment and other items and any rights or privileges and to construct, maintain and alter any buildings or erections necessary or for the work of the Trust.
- D) To sell, improve, manage, develop, let, mortgage dispose of or turn to account, exchange, let out on hire or otherwise deal with all or any of the property or assets of the Trust as may be necessary.
- E) To undertake and execute any charitable trusts.
- F) To borrow or raise money for the purposes of the Trust on such terms and on such security as may be thought fit.
- G) To invest the moneys of the Trust 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.
- H) To co-operate with and to enter into any arrangements with Educational Authorities, National Authorities, Local Authorities, Charitable organisations persons or Associations interested in Sports, games or other recreational or leisure time activities and other bodies, Associations and persons generally.
- I) To employ officers servants and employees of all sorts and (subject to the proviso hereinafter contained) to remunerate them and to grant pensions and retirement benefits to or for employees or former employees of the Trust and to the widows, children or dependents of deceased employees who are in necessitous circumstances; and to pay or subscribe to funds or schemes for the provision of pension and retirement benefits to or for employees and former employees of the Trust their widows, children and other dependents.
- J) To accept grants, donations, gifts, loans, subscriptions and other assistance in furtherance of the objects of the Trust and to conform with any proper condition upon which the same may be offered or made.
- K) To do all such other things as are necessary for the attainment of the above objects or any of them and as do not derogate from the charitable nature of these objects.

Provided that:

- i) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
 - ii) The Trust shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition
 - 1) which if an object of the Trust would make it a Trade Union.
 - 2) which is of a religiously sectarian nature.
 - 3) which is of a party political nature
 - iii) In case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or the Minister of Housing and Local Government, the Trust 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 Council of Management or Governing Body of the Trust 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 Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Minister of Housing and Local Government over such Council of Management or Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Trust were not incorporated.
4. The income and property of the Trust, whencesoever derived, shall be applied solely towards the promotion of the objects of the Trust as set forth in this Memorandum of Association, 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 the members of the Trust.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Trust, nor to any member of the Trust in return for any services actually rendered to the Trust, nor prevent the payment of interest on money lent, or reasonable and proper rent for premises demised or let by any member to the Trust; but so that no member of the Council of Management or Governing Body of the Trust except as provided by Clause 5 hereof shall be appointed to any salaried office of the Trust or any office of the Trust paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Trust to any member of such Council or Governing Body, except repayment of out-of-pocket expenses and interest at the rate aforesaid on

money lent or reasonable and proper rent for premises demised or let to the Trust; provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council of Management or Governing Body may be a member, and in which such member shall not hold more than one hundredth part of the Capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

Further provided that nothing herein shall prevent the payment of any premium in respect of any indemnity insurance to cover the liability of the members of the Council of Management or Governing Body of the Association 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 Association. Provided that any such insurance shall not extend to any claim arising from any act or omission which the members of the council of Management or governing Body of the Association knew to be a breach of trust or breach of duty, or which was committed by the members of the Council of Management or Governing Body of the Association in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the members of the Council of Management or Governing Body of the Association in their capacity as directors of the Association.

5. Notwithstanding the provisions of the preceding Clause 4, the Trust may appoint a Chief Executive, who will be a member of the Council of Management or Governing Body of the Trust and be paid a salary and such other benefits as the Trust may deem appropriate for the carrying out of his duties.
6. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Charity Commission or such other competent Authority as may be appointed by Parliament.
7. The liability of the members is limited.
8. Every member of the Trust undertakes to contribute to the assets of the Trust, 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 Trust 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 £1.00.
9. If upon the winding up or dissolution of the Trust 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 Trust, but shall be given or transferred to some other institution or institutions having charitable objects similar to the object of the Trust, and which shall prohibit the distribution of its or their income and property among its or their members

to an extent at least as great as is imposed on the Trust under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

10. Proper accounts shall be kept of all monies received and expended by the Trust and the matters in respect of which such receipts and expenditure shall take place, of all sales and purchases of goods by the Trust and of the property assets and liabilities of the Trust and (subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Trust for the time being) such accounts shall be open to inspection by the members of the Trust. Once at least in every year the accounts of the Trust shall be examined and the correctness of the income and expenditure accounts and balance sheet certified by one or more duly qualified Auditor or Auditors.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

NORMAN WILLIAM BOOTH, 6 Evanston Gardens
Redbridge, Ilford, Essex. Bank Official.

CLIVE PHILIP CULLEN, 12 Ambleside, Epping,
Essex. Solicitor.

JOHN NEWTON HAVERS, 61 Ardleigh Green Road,
Hornchurch, Essex. Insurance Broker.

DAVID ARTHUR THOMAS, 18 Tennyson Avenue,
Wanstead, London, E.11. Technical Representative.

NORMAN ERIC TUCKER, 78 Hamilton Avenue,
Barkingside, Ilford, Essex. Deputy Headmaster.

BRIAN CHARLES FLEMING, 63 Lorne Road,
Forest Gate, London, E.7. Assistant Executive Engineer

WILLIAM FREDERICK HAVERS, 32 Tomlyns Close,
Hutton, Essex. Printers Representative.

Dated this 22nd day of December 1970.

WITNESS to the above Signatures:-

JEFFERY REGINALD LEE
14 Wansford Close
Brentwood
Essex

Manufacturers Agent

The Companies Acts, 1948 to 1967

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF REDBRIDGE SPORTS CENTRE TRUST LIMITED

GENERAL

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context -

WORDS	MEANINGS
The Act	The Companies Act 1948
These presents	These Articles of Association, and the regulations of the Trust from time to time in force.
The Trust	The above-named Trust
The Council	The Executive Board for the time being of the Trust
The Office	The registered office of the Trust
The Seal	The Common Seal of the Trust
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar month
In writing	Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form.

And the words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Trust shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

2. The number of members with which the Trust proposes to be registered is five hundred, but the Council may from time to time register an increase of members.
3. The provisions of section 110 of the Act shall be observed by the Trust, and every member of the Trust shall either sign a written consent to become a member or sign the register of members on becoming a member.
4. The Trust is established for the purposes expressed in the Memorandum of Association.
5. The subscribers to the Memorandum of Association and such other persons as the Executive Board shall admit to membership in accordance with the provisions hereinafter contained shall be members of the Trust.
6. Any person shall be eligible to become a member of the Trust, but no such person be admitted a member of the Trust in any case unless first approved and resolved to be admitted a member by the Executive Board, and the Executive Board shall have full discretion whether or not to admit any person to membership of the Trust. Prospective members of the Trust shall be elected by a simple majority vote of the Executive Board.
7. Every person (other than a proposed honorary member) desirous of becoming a member of the Trust must sign and deliver to the Trust an application for membership.
8. When the Executive Board shall have resolved to admit any applicant to membership the Secretary of the Trust shall forthwith cause notice in writing of his admission to membership to be placed at Reception for collection by the member concerned.
9. The privileges of a member shall not be transferable and every member shall cease to be a member on the happening of any of the events following namely:-
 - A) If, being an individual, he shall die or become of unsound mind or if, being a company, a resolution be passed or order be made for its winding up.
 - B) If he serve upon the Trust three months' notice in writing of his intention to resign his membership, in which event he shall cease to be a member at the expiration of three months from the date of service of such notice upon the Trust.
 - C) If any annual, quarterly or other subscriptions payable by him as a member remains unpaid for three months and the Executive Board

resolve that by reason of such non-payment he shall cease to be a member.

GENERAL MEETINGS

10. The Trust shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Executive Board, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting and that so long as the Trust holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.
11. All General Meetings, other than Annual General Meetings, shall be called General Meetings.
12. The Executive Board may whenever they think fit convene a General Meeting, and General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 132 of the Act.
13. Twenty-one days, notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Trust; but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit.
14. 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 proceeding had, at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

15. All business shall be deemed special that is transacted at a General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Executive Board and of the Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.
16. 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 (seven) members personally present shall be a quorum.

17. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Executive Board 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.
18. The Chairman or Deputy Chairman of the Trust shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some member of the Executive Board or if no such member be present, or if all the members of the Executive Board present decline to take the chair, they shall choose some member of the Trust who shall be present to preside.
19. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an 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.
20. Deleted.
21. Subject to the provisions of Article 22, if a poll be demanded, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
22. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment, or on any resolution of which formal written notice shall not have been given to the Secretary at least 21 days prior to the date of the meeting.
23. 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.
24. The demand of 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.

VOTES OF MEMBERS

25. Subject as hereinafter provided, every member shall have one vote on any Agenda item:
 - a) by postal vote for the election of members to the Executive Board

- b) by show of hands or by poll for any other Agenda item
26. Save as herein expressly provided, no member other than a member who has reached the age of 18, is duly registered, and shall have paid every subscription and other sum (if any) which shall be due and payable to the Trust in respect of his membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any General Meeting.

PROXIES – CONTENT OF PROXY NOTICES

27. (1) Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which:
- (a) states the name, address and membership number of the member appointing the proxy;
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the Trust in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The Trust may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as:
- (a) 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
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

DELIVERY OF PROXY NOTICES

28. (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Trust by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the Trust a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

(3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

29. Deleted

30. Deleted

31. Deleted

PRESIDENT

32. There may be a President and one or more Vice-Presidents of the Trust.

33. At the first and at each subsequent Annual General Meeting the Trust may appoint a President and one or more Vice-Presidents for such period as the members may deem appropriate.

CHAIRMAN AND DEPUTY CHAIRMAN

34. (1) There shall be a Chairman and Deputy Chairman of the Trust who shall be ex-officio members of the Executive Board. The Chairman or Deputy Chairman shall, when present, take the chair at meetings of the Executive Board and at General meetings of the Trust.

(2) The Chairman and Deputy Chairman shall be elected by the Executive Board for a period of up to three years except in the immediate initial stage, when the Chairman may be elected for up to four years to ensure that both Chairman and Deputy Chairman do not come up for re-election in the same year.

The Chairman and Deputy Chairman, unless either of them resign their office or become disqualified under Article 46, shall hold office until the end of the Executive Board Meeting immediately following the Annual General Meeting in the Year when their respective terms of office expire. At that point, they shall each be eligible for re-appointment for a further period of up to three years.

If the meeting at which either the Chairman or Deputy Chairman retires from office does not appoint another person, the retiring Chairman or Deputy Chairman, if willing to act, shall continue to act until a new person is appointed.

HONORARY SECRETARY

35. There shall be an Honorary Secretary of the Trust who shall be appointed and may be removed by the Executive Board. At the discretion of the Executive Board, the Honorary Secretary may be elected a full member of the Executive Board for a period of up to three years.

HONORARY TREASURER

36. There shall be an Honorary Treasurer for the Trust who shall be appointed by the Executive Board for a period of up to three years.

HONORARY SOLICITOR

37. There shall be an Honorary Solicitor for the Trust who shall be appointed by the Executive Board for a period of up to three years.

CHIEF EXECUTIVE

38. The Chief Executive, when appointed by the Executive Board pursuant to Article 43, shall, ex officio, be a member of the Executive Board.

EXECUTIVE BOARD

39. There shall be an Executive Board consisting of:-
- (a) The Chairman, Deputy Chairman, Honorary Treasurer, Honorary Solicitor Honorary Secretary and the Chief Executive, who shall be ex-officio members.
 - (b) Four nominated members, who shall be nominated as hereinafter stated.
 - (c) Not less than three and not more than eight elected members, who shall be elected as hereinafter stated.
40. A person who is not a member of the Trust shall not be qualified to be an appointed member of the Executive Board. A co-opted member of the Executive Board need not be a Member of the Trust.
41. Co-opted members may be elected from time to time by resolution of the Executive Board and may at any time be removed from office by such resolution. A co-opted member shall hold office for the period for which he is co-opted or for a period of one year. On retiring he shall be eligible to be again co-opted.
42. (1) Each of the following bodies shall have the right to make nominations to the Executive Board as follows:
- | | |
|--------------------------------------|-------------|
| Essex County Lawn Tennis Association | - 1 member |
| Essex County Badminton Association | - 1 member |
| London Borough of Redbridge | - 2 members |

Provided that notwithstanding the provisions of Articles 6, 7 and 8 hereof but subject to Article 3 such nominated members shall be deemed to be members of the Trust from the date of their nomination being notified in writing to the Secretary and shall automatically cease to be members of the Trust when they cease to be the nominated

Representative of the respective body by whom they are nominated. At every Annual General Meeting each nominated member shall, unless his nomination is renewed by the body nominating him, vacate office but shall be eligible for subsequent re-nomination.

- (2) The first appointed members of the Executive Board shall be elected by the Trust in general meeting.
- (3) Elected members shall be elected by postal vote of all members eligible to vote. Except as otherwise provided, such members shall serve for a period of three years, after which they may offer themselves for re-election.
- (4) A member wishing to become a candidate for election by postal vote shall provide a nomination form signed by the nominee and his or her proposer and seconder and:
 - (i) A passport size photograph and a short personal history stating the nominee's particular interest in the Trust and why nomination is sought.
 - (ii) A signed declaration in a form approved by the Executive Board stating, inter alia, that there are no impediments to such appointment.
- (5) The completed nomination form, together with the information specified in 42(4)(i) and (ii) above shall be delivered to the Trust Secretary by the date specified in the nomination form, which shall be not less than 42 days prior to the date of the Annual General Meeting in each year.
- (6) Upon receipt of all completed nomination forms, the Trust Secretary shall send to all members details of nominations made, together with supporting details accompanied by a voting form which should be completed and delivered to the Trust Secretary by a date not later than 14 days prior to the date of the said Annual General Meeting. A post paid reply envelope to be provided for this purpose.
- (7) The result of the postal vote shall be reported to the next Annual General Meeting of the Trust.

POWERS OF THE EXECUTIVE BOARD

43. The business of the Trust shall be managed by the Executive Board who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Trust as they think fit, and may exercise all such powers of the Trust, and do on behalf of the Trust all such acts as may be exercised and done by the Trust including the appointment of a Chief Executive and setting the remuneration for that office, and as are not by statute or by these presents required to be exercised or done by the Trust in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the statutes for the time being in force and affecting the Trust, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Trust in General Meeting, but no regulation made by the Trust in General Meeting shall invalidate any prior act of the Executive Board which would have been valid if such regulation had not been made.

44. The members for the time being of the Executive Board may act notwithstanding any vacancy in their body; provided always that in case the members of the Executive Board shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Executive Board for the purpose of admitting persons to membership of the Trust, filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

THE SEAL

45. The seal of the Trust shall not be affixed to any instrument except by the authority of a resolution of the Executive Board and in the presence of at least two members of the Executive Board and of the Secretary, and the said members and Secretary shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Trust such signatories shall be conclusive evidence of the fact that the seal has been properly affixed.

DISQUALIFICATION OF MEMBERS OF THE EXECUTIVE BOARD

46. The office of a member of the Executive Board shall be vacated -
- (A) If a receiving order is made against him or he makes any arrangement or composition with his creditors.
 - (B) If he becomes of unsound mind.
 - (C) If he ceases to be a member of the Trust.
 - (D) If by notice in writing to the Trust he resigns his office.
 - (E) If he ceases to hold office by reason of any order made under section 188 of the Act.
 - (F) If he is removed from office by a resolution duly passed pursuant to section 184 of the Act.
 - (G) If he ceases to be a member by virtue of section 185 of the Act.
 - (H) If being present at any meeting of the Executive Board or any committee or sub-committee thereof he fails to disclose his financial interest in any business under discussion.
47. In addition and without prejudice to the provisions of section 184 of the Act, the Trust may by Extraordinary Resolution remove any member of the Executive Board before the expiration of his period of office, and may by an Ordinary Resolution appoint another qualified member in his stead; but any person so appointed shall retain his office so long only as the member in whose place he is appointed would have held the same if he had not been removed.

PROCEEDINGS OF THE EXECUTIVE BOARD

48. The Executive Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.
49. A member of the Executive Board may, and on the request of a member of the Executive Board the Secretary shall, at any time, summon a meeting of the Executive Board by notice served upon the several members of the Executive Board. A member of the Executive Board who is absent from the United Kingdom shall not be entitled to notice of a meeting.
50. A meeting of the Executive Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Trust for the time being vested in the Executive Board generally.
51. The Executive Board may delegate any of their powers to committees consisting of such member or members of the Executive Board as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Executive Board. The meetings and proceedings of any such committee shall be governed by the provision of these presents for regulating the meetings and proceedings of the Executive Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Executive Board.
52. All acts bona fide done by any meeting of the Executive Board or of any committee of the Executive Board, or by any person acting as a member of the Executive Board, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member 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 and was qualified to be a member of the Executive Board.
53. The Executive Board shall cause proper minutes to be made of all appointments of officers made by the Executive Board and of the proceedings of all meetings of the Trust and of the Executive Board and of committees of the Executive Board, 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.
54. A resolution in writing signed by all the members for the time being of the Executive Board or of any committee of the Executive Board who are entitled to receive notice of a meeting of the Executive Board or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Executive Board or of such committee duly convened and constituted.

ACCOUNTS

55. Executive Board shall cause proper books of account to be kept with respect to:
- (A) all sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place;
 - (B) all sales and purchases of goods by the Trust; and
 - (C) the assets and liabilities of the Trust.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Trust and to explain its transactions.

56. The books of account shall be kept at the office, or, subject to section 147 (3) of the Act, at such other place or places as the Executive Board shall think fit, and shall always be open to the inspection of the members of the Executive Board.
57. The Trust in General Meeting shall from time to time determine under what conditions or regulations the accounts and books of the Trust or any of them shall be open to the inspection of members not being members of the Council but subject as aforesaid any member shall have the right of inspecting any account or book or document of the Trust at any reasonable time upon giving to the Secretary at least 28 days prior notice in writing stating the nature of the document of which inspection is required, together with the member's reason therefor.
58. At the Annual General Meeting in every year the Executive Board shall lay before the Trust a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Trust made up to a date not more than (four) months before such meeting, together with a proper balance sheet made up as at the same date). Every such balance sheet shall be accompanied by proper reports of the Executive Board and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached there to or to accompany the same shall not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of section 158 (1) (c) of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and be read before the meeting as required by section 14 of the Companies Act 1967.

AUDIT

59. Once at least in every year the accounts of the Trust shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
60. Auditors shall be appointed and their duties regulated in accordance with sections 159 to 161 of the Act and section 14 of the Companies Act 1967, the members of the Executive Board being treated as the Directors mentioned in those sections.

NOTICES

61. A notice may be served by the Trust upon any member, either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered address as appearing in the register of members.
62. Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Trust an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Trust.
63. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

DISSOLUTION

64. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Trust shall have effect as if the provisions thereof were repeated in these Articles.
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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

NORMAN WILLIAM BOOTH, 6 Evanston Gardens,
Redbridge, Ilford, Essex. Bank Official

CLIVE PHILIP CULLEN, 12 Ambleside, Epping,
Essex. Solicitor.

JOHN NEWTON HAVERS, 61 Ardleigh Green Road,
Hornchurch, Essex. Insurance Broker

DAVID ARTHUR THOMAS, 18 Tennyson Avenue,
Wanstead, London, E.11. Technical Representative

NORMAN ERIC TUCKER, 78 Hamilton Avenue,
Barkingside, Ilford, Essex. Deputy Headmaster

BRIAN CHARLES FLEMING, 63 Lorne Road,
Forest Gate, London, E.7. Assistant Executive Engineer

WILLIAM FREDERICK HAVERS, 32 Tomlyns Close,
Hutton, Essex. Printers Representative

Dated this 22nd day of December 1970.

WITNESS to the above Signatures:-

JEFFERY REGINALD LEE
14 Wansford Close
Brentwood
Essex

Manufacturers Agent