

THE COMPANIES ACTS 1985 - 2006

CHARITY LIMITED BY GUARANTEE AND

NOT HAVING A SHARE CAPITAL

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

KNIGHTSBRIDGE SCHOOL EDUCATION FOUNDATION

COMPANY NUMBER: 6269081

INCORPORATED ON 5 JUNE 2007

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**Thomas
Eggar**

**THE COMPANIES ACTS
1985 -2006**

**COMPANY LIMITED BY GUARANTEE AND
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MEMORANDUM OF ASSOCIATION

OF

KNIGHTSBRIDGE SCHOOL EDUCATION FOUNDATION

1. The Charity's name is "**Knightsbridge School Education Foundation**" (and in this document it is called "the Charity").
2. The Charity's registered office is to be situated in England.
3. The Charity's objects (the "Objects") are the furtherance of education at and through Knightsbridge School, Knightsbridge, London (the "School") or its successor school and such other purposes connected with the advancement of education which are charitable according to English law as the Trustees in their absolute discretion may determine from time to time including (but without limitation of the foregoing):
 - (a) to develop and support the use of the resources and facilities of the School for the benefit of the community at large through the provision of community based programs;
 - (b) to assist in the building and development of further facilities at the School's site and to assist with the procurement, development and use of ancillary facilities for sporting, artistic and other creative events for the benefit of the community generally;
 - (c) to provide scholarships and bursaries to enable pupils to attend the School whose family financial circumstances would otherwise not enable them to attend the School;
 - (d) to do such other things to advance education as the Trustees may from time to time determine.
4. In furtherance of the objects set out above but not otherwise the Charity may exercise the following powers:-
 - (1) to accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any other kind of money or property of any kind including contributions subject to special trusts or conditions: Provided that in relation to any contributions subject to any special trust or conditions the Charity

shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts;

- (2) to make grants, donations and loans whether out of income or capital and upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Charity as security for the performance of contracts entered into by any person, association, company local authority, administrative or governmental agency or public body as may be thought fit for or towards charitable purposes in any way connected with or calculated to further the objects of the Charity;
- (3) to raise funds for the Charity by personal or written appeals (whether periodical or occasional), public meetings or otherwise as may from time to time be deemed expedient: Provided that in raising funds the Charity shall not undertake or carry out any trading activities unless authorised by this Memorandum of Association or by law to do so;
- (4) to carry out trade insofar as (a) the trade is exercised in the course of carrying out the primary objects of the Charity or (b) the trade is temporary and ancillary to the carrying out of the objects of the Charity or (c) those profits of any trade exercised by the Charity which do not fall within either (a) or (b) above are not liable to tax;
- (5) to make representations (written or verbal), produce, publish and distribute (whether gratuitously or not) or to make grants towards the cost of others making representations, producing, publishing or distributing material in any form including books, pamphlets, reports, journals, films, tapes, video tapes or programmes that may be deemed desirable for the promotion of the objects of the Charity or for the purpose of informing contributors and others of the needs or progress of the Charity;
- (6) to operate bank accounts in the name of the Charity and to draw make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments;
- (7) to provide bursaries, scholarships, prizes and awards and to determine the criteria for entitlement to such bursaries, scholarships, prizes and award;
- (8) to invest any moneys of the Charity not immediately required for its purposes in or upon such investments, securities or property of any other kind and situated anywhere in the world whether involving liabilities or producing income or not 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;
- (9) to buy, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Charity may think necessary for the promotion of its objects and to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use;

- (10) to make planning applications, applications for consent under bye-laws or building regulations and other like applications;
- (11) subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Charity;
- (12) subject to such consents as may be required by law to borrow or raise money for the purposes of the Charity on such terms and on such security (if any) as may be thought fit;
- (13) to employ, engage or retain the services of such persons as may be necessary or desirable for the attainment of the objects of the Charity on such terms as may be thought fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependants;
- (14) to delegate upon such terms and at such reasonable remuneration as the Charity may think fit to professional investment managers (the "Managers") the exercise of all or any of its powers of investment provided always that:-
 - (a) the Managers shall be authorised to carry on regulated activities under the Financial Services and Markets Act 2000;
 - (b) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Charity;
 - (c) the Managers shall be under a duty to report promptly to the Charity any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the Charity within 14 days and to report regularly on the performance of investments managed by them;
 - (d) the Charity shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
 - (e) the Charity shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Charity to undertake such reviews within the period of 12 months shall not invalidate the delegation;
 - (f) the Charity shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed requiring the remedy of any breaches of those terms and otherwise shall not be liable for any acts and defaults of the Managers;
- (15) to permit any investments belonging to the Charity to be held in the name of any bank or company as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such;
- (16) to insure the Charity or any of its land and buildings against any foreseeable risk or loss;

- (17) to pay out of the funds of the Charity the cost of any premium in respect of any insurance or indemnity to cover liability of the Board or any Trustee which by virtue of any rule of law would otherwise attach to them, in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Charity provided that any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of the Board (or any Trustee) and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as trustees of the Charity;
- (18) to establish charitable trusts for any particular purposes of the Charity, to act as trustees of any such special charitable trust whether established by the Charity or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its objects;
- (19) to take and accept any gift of money, property or other assets, whether subject to any special trust or not;
- (20) to establish and support or aid in the establishment and support of any charitable companies, associations or institutions in any way connected with the purposes of the Charity or calculated to further its objects;
- (21) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects of the Charity or similar charitable purposes and to exchange information and advice with them;
- (22) to employ and pay any person or persons not being members of the board to supervise, organise, carry on the work of and advise the Charity and to pay annual sums or premiums for or towards the provision of pension for such persons or their dependents;
- (23) to amalgamate with, acquire the assets of or in any other way to merge with any organisation which is charitable at law and has objects altogether or mainly similar to those of the Charity;
- (24) either alone or jointly with others, to establish and control one or more companies to assist or act as agents for the Charity;
- (25) to the extent permitted by charity law, to campaign or to support campaigns on any matter relevant to the objects of the Charity;
- (26) to pay out of the funds of the Charity the costs, charges and expenses of an incidental to the formation and registration of the Charity;
- (27) to do all such other lawful things as shall further the attainment of the objects of the Charity or any of them.

5. The income and property of the Charity shall be applied solely towards the promotion of the objects as set forth in this Memorandum of Association and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity

and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity, provided that nothing in this Memorandum of Association shall prevent any payment in good faith by the Charity:

- (1) of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a professional, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Board benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner is under discussion;
 - (2) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant who is not a Trustee;
 - (3) of interest on money lent by any member of the Charity or Trustee at a reasonable and proper rate;
 - (4) of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
 - (5) of reasonable and proper rent for premises demised or let by any member of the Charity or a Trustee;
 - (6) to any Trustee of reasonable out-of-pocket expenses;
 - (7) of reasonable and proper premiums in respect of Trustee Indemnity Insurance, effected in accordance with Clause 4(17) above.
6. The liability of the Members is limited.
 7. Every Member (as defined in the Articles of Association of the Charity) undertakes to contribute such amount as may be required (not exceeding £1 (one Pound Sterling)) to the Charity's assets if it should be wound up while he or she is a Member or within one year afterwards, for payment of the Charity's debts and liabilities contracted before he or she 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.
 8. If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any money or property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to or including the objects of the Charity and which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the Members at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.

Signatures, Names and Addresses of Subscribers

Jean-Paul da Costa

Flat 2
4 Roland Gardens
London SW7 3PH

WITNESS

Signature:

Name:

Address:

Date:

**THE COMPANIES ACTS
1985 to 2006**

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
OF
KNIGHTSBRIDGE SCHOOL EDUCATION FOUNDATION**

INTERPRETATION

1. In these Articles and the Memorandum:

“the Act”	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
“the Articles”	means these Articles of Association of the Charity;
“the Board”	means the board of Trustees of the Charity;
“clear days”	in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
“executed”	includes any mode of execution;
“Members”	means the members of the Charity having the right to vote at General Meetings;
“the Memorandum”	means the Memorandum of Association of the Charity;
“month”	means a calendar month;
“Office”	means the registered office of the Charity;
“these presents”	means the Articles and the regulations of the Charity from time to time;
“the seal”	means the common seal of the Charity

	if it has one;
“Secretary”	means the company secretary of the Charity or any other person appointed to perform the duties of the company secretary of the Charity;
“Trustee”	means a member of the Board;
“the United Kingdom”	means Great Britain and Northern Ireland;

Words importing the singular number only shall include the plural number and vice versa; words importing the one gender shall include all genders and words importing persons shall include corporations.

Subject to the preceding provisions of these Articles and unless the context requires otherwise, words or expressions defined in the Act (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Charity) shall bear the same meaning in the Articles.

MEMBERSHIP OF THE COMPANY

2. The number of Members with which the Charity proposes to be registered is unlimited.
3. The first Members shall be the subscribers to the Memorandum and such other persons as shall from time to time be Trustees.
4. Thereafter the Members shall be the Trustees from time to time.
5. Membership shall not be transferable and a Member shall cease to be a Member:-
 - (1) on death;
 - (2) on ceasing to be a Trustee;
 - (3) if by notice in writing to the Secretary the Member resigns as a Member. The Member is deemed to have resigned when the letter of resignation is received at the Office;
 - (4) by resolution of the Board passed by a majority of not less than 3/4ths of the Trustees present and voting at the meeting of the Board convened for the purpose. A resolution to terminate a Member’s membership of the Charity shall not be passed unless the Member has been given not less than 14 days’ notice in writing of the meeting of the Board at which the matter is to be considered and has been afforded a reasonable opportunity of being heard by or of making a written representation to the Board prior to the Board voting the resolution.

PATRONS

6. The Board may appoint any person to be a Patron of the Charity (and remove any Patron) on such terms as they shall think fit.

7. A Patron shall have the right to attend and speak (but not vote) at any General Meeting of the Charity and to be given notice of General Meetings as if a Member and shall also have the right to receive accounts of the Charity when available to Members.

GENERAL MEETINGS

8. The first Annual General Meeting of the Charity shall be held at such time not being more than 18 months after the incorporation of the Charity and at such place as the Board may determine.
9. Subject to Article 8 the Charity shall in each year hold an Annual General Meeting in addition to any other meetings in that Year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Charity and that of the next. Annual General Meetings shall be held at such times and places as the Board shall determine.
10. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings. The Board may call General Meetings and, on the requisition of Members in accordance with the provisions of the Act, shall within 21 days from the date of the deposit of the requisition convene an Extraordinary General Meeting for a date not later than eight weeks after the deposit of the requisition.
11. If there are not within the United Kingdom sufficient Trustees to convene a General Meeting, any Trustee or any Member may convene a General Meeting.

NOTICE OF GENERAL MEETINGS

12. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution shall be called by at least 21 clear days' notice. All other Extraordinary General Meetings shall be called by at least 14 clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:
 - (1) in the case of an Annual General Meeting, by all the Members entitled to attend and vote at such meeting; and
 - (2) in the case of any other meeting by a majority in number of Members having a right to attend and vote at such a meeting, being a majority together holding not less than 95 percent of the total voting rights at that meeting of all the Members.
13. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall be given to all Members, Patrons and auditors of the Charity (if any).

PROCEEDINGS AT GENERAL MEETINGS

14. No business shall be transacted at any General Meeting unless a quorum is present. 3 persons entitled to vote upon the business to be transacted, each being a Member, shall constitute a quorum.
15. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine.
16. The Chairman of the Board or in his/her absence some other Trustee nominated by the Board shall preside as Chairman of the meeting, but if neither the Chairman nor such nominated Trustee (if any) be present within 15 minutes after the time appointed for holding the meeting and willing to act, the other Trustees present shall elect one of their number to be chairman.
17. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place.
18. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
19. A resolution put to the vote of a meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
 - (1) by the Chairman of the meeting; or
 - (2) by at least two Members present in person or by proxy; or
 - (3) by a Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
20. Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
21. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

22. A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
23. A poll demanded by the Chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chairman directs. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the results of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
24. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote he may have.
25. Subject to the provisions of the Act a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at any General Meetings shall be as valid and effective as if the same had been passed at a meeting of the Charity convened and held.

VOTES OF MEMBERS

26. Subject to Article 24, every Member shall have one vote.
27. No Member shall debate or vote on any matter in which he is personally interested without the permission of the majority of the persons present and voting.
28. Any Member of the Charity entitled to attend and vote at any meeting of the Charity shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote (by show of hands or poll) instead of him.
29. The instrument appointing a proxy shall be in writing signed by the appointor or his attorney duly authorised in writing and shall be in the following form or as near to it as circumstances admit, or in any other form which is usual or which the Board may approve:

KNIGHTSBRIDGE SCHOOL EDUCATION FOUNDATION

I [Member's name and address] being a Member of the above-named company hereby appoint

[name and address of proxy holder] or failing him/her,

[name and address of substitute] as my/our proxy to vote on my/our behalf at the [Annual/Extraordinary/Adjourned] General Meeting of the Charity to be held on the Day of and any adjournment thereof.

Signed [name] this day of

30. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.
31. An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
32. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.

THE BOARD

33. The Board shall comprise of not less than two and not more than ten Trustees (unless otherwise determined by Ordinary Resolution) who shall be the directors of the Charity for the purposes of the Act.
34. The first Trustees shall be the subscribers to the Memorandum.
35. Future members of the Board (who shall be Members) shall be appointed as provided subsequently in these Articles.
36. Except to the extent permitted by Clause 5 of the Memorandum, no member of the Board shall take or hold any interest in property belonging to the Charity or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Charity is a party.
37. The Trustees may be paid all reasonable expenses properly incurred by them in connection with their attendance at meetings of the Board (or its committees or sub-committees) or General Meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

POWERS OF THE BOARD

38. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by Special Resolution, the business of the Charity shall be managed by the Board who may exercise all the powers of the Charity and do on behalf of the Charity all such acts as may be exercised and done by the Charity and are not by statute or by these presents required to be

exercised by the Charity in General Meeting. No alteration to the Memorandum or the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.

39. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Charity for such purposes and on such conditions as they may determine.
40. The Board shall have the power from time to time to make such regulations as it may deem necessary or expedient or convenient for the proper conduct and management of the Charity and the affairs thereof; as to prescribing conditions of membership and the rights and privileges of Members; as to the duties of any officers or servants of the Charity; as to the conduct of the business of the Charity by the Board or any committee or sub-committee and as to any of the matters or things within the power or under the control of the Board provided that the same shall not be inconsistent with the Articles.
41. The Board and the Charity in General Meeting shall have the power to repeal or alter or add to any regulations and the Board shall adopt such means as they think sufficient to bring to the notice of Members all such regulations which shall be binding on Members.

APPOINTMENT AND RETIREMENT OF TRUSTEES

42. The Board may appoint any person who is able and willing to act as a new or additional Trustee and each Trustee shall, upon appointment as a Trustee, consent to become a Member of the Charity and sign and have his name entered in the Register of Members.
43. Subject to Articles 44 and 45, Trustees shall serve in office for a term of two years and thereafter may be reappointed by the Board acting in accordance with Article 42.

DISQUALIFICATION AND REMOVAL OF TRUSTEES

44. A Trustee shall cease to hold office if he:-
 - (1) ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision) or is otherwise prohibited by law from being a Trustee;
 - (2) ceases to be a Member;
 - (3) is removed by resolution of the Board in accordance with Article 5(4);
 - (4) becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;

- (5) resigns his office by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);
 - (6) is absent without the permission of the Board from all their meetings held within a period of six months and the Board resolve that his office be vacated.
45. In addition and without prejudice to the provisions of Section 303 and 304 of the Act, the Charity may by Extraordinary Resolution remove any Trustee before the expiration of his period of office and may by an Ordinary Resolution appoint another person in his stead but any person to be appointed shall retain his office so long only as the Trustee in whose place he is appointed would have held the same if he had not been removed.

PROCEEDINGS OF THE BOARD

46. Subject to the provisions of the Articles, the Board may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit. Any Trustee may, and the Secretary at the request of a Trustee, shall call a meeting of the Board. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.
47. The quorum for the transaction of the business of the Board may be fixed by the Board but in the absence of any such resolution a quorum shall be constituted when there are at least two Trustees present.
48. The Board may act notwithstanding any vacancies but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a General Meeting.
49. The Trustees shall from time to time nominate a Chairman of the Board and may at any time remove him from that office. Notice of such nomination shall be given to the Charity Secretary. Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of Board at which he is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed the meeting, the Trustees present may appoint one of their number to be Chairman of the meeting.
50. The Board may delegate any of its powers or the implementation of any of its resolutions to any committee provided that:-
- (1) the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);

- (2) the composition of any such committee shall be entirely at the discretion of the Board and may comprise such of their number (if any) as the resolution may specify;
 - (3) the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary;
 - (4) all delegations under this Article shall be recoverable at any time;
 - (5) the Board may make such regulations and impose such terms of conditions and give such mandates to any such committee as it may from time to time think fit;
 - (6) for the avoidance of doubt, the Board may delegate all financial matters to any committee and shall be empowered to resolve upon the operation of any bank account according to such mandate as it shall think fit from time to time provided that the signature of at least one Trustee shall be required.
51. All acts done by a meeting of the Board, or a committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or member of the committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee or a member of the committee (as the case may be) and had been entitled to vote.
52. A resolution in writing, signed by all the Trustees for the time being or any committee shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) such committee duly convened and held.
53. Trustees and members of any committee may participate in or hold a meeting of the Board or any committee (as the case may be) by means of conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Board or a committee (as the case may be) duly convened and held with such persons physically present.

OFFICERS

54. Subject to the provisions of the Act and to Clause 5 of the Memorandum, the Board:-
- (1) shall in addition to the Chairman appoint or engage a Secretary; and
 - (2) may appoint or engage a Treasurer and such other officers or servants as they shall see fit and any such appointment

or engagement may be made for the purpose of discharging such duties and upon such terms as the Board determines and the Board may dismiss any officer or servant so appointed or engaged.

55. Any appointment of a Trustee to an executive office shall terminate if he ceases to be a Trustee or Member.

MINUTES

56. The Board shall keep minutes in books kept for the purpose:-
- (1) of all appointments of officers made by the Board; and
 - (2) of all proceedings at meetings of the Charity and of the Board and of committees and sub-committees of the Board including the names of those present at each such meeting.

THE SEAL

57. The Charity shall not be required to have a seal however if the Board determine to have a seal then the seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

BANK ACCOUNTS

58. Any bank account in which any part of the assets of the Charity is deposited shall indicate the name of the Charity. All cheques and orders from the payment of money from such account shall require two signatures at least one of which shall be that of a Trustee.

ACCOUNTS

59. Accounting records sufficient to show and explain the transactions and assets and liabilities of the Charity and otherwise complying with the Act shall be kept at the Office or such other place within the United Kingdom as the Board think fit.
60. Subject to the requirements of the Act, the Charity may at a General Meeting impose reasonable restrictions as to the time and manner at and in which the books and accounts of the Charity may be inspected by Members and subject to those restrictions the books and accounts shall be open to inspection by Members at all reasonable times during usual business hours.
61. The Board shall lay before the Annual General Meeting of the Charity in each year an income and expenditure account for the period since the last preceding account (or in the case of the first account since incorporation of the Charity) together with a balance sheet made up as at the same date. Such accounts and balance sheets shall be accompanied by a report of the Board as to the state of affairs of the Charity and shall otherwise comply with the provisions of the Act. Copies of such accounts, balance sheets and

reports and of any other documents required by law to be annexed to or attached to them shall, not less than 21 clear days before the date of the meeting before which the same have to be laid, be sent to all persons entitled to receive notices of General Meetings of the Charity.

AUDIT

62. The Charity shall appoint auditors if and as required in accordance with the requirements of the Act and the Charities Act 1993 (as amended).

ANNUAL REPORT AND ANNUAL RETURN

63. The Board shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and an annual return and their transmission to the Commissioners.

NOTICES

64. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.
65. The Charity may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A Member whose recorded address is not within the United Kingdom and who gives to the Charity an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Charity.
66. A Member present in person at any meeting of the Charity shall be deemed to have received notices of the meeting and, where necessary, of the purposes for which it was called.
67. 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 48 hours after the envelope containing it was posted.
68. The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by a person entitled to receive a notice shall not invalidate the proceedings of that meeting.

INDEMNITY

69. Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement 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

Charity, and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

70. The Board shall have power to resolve, pursuant to Clause 4 (17) of the Memorandum, to effect Indemnity Insurance notwithstanding their interest in such policy.

WINDING-UP

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

Signatures, Names and Addresses of Subscribers

Jean-Paul da Costa

Flat 2
4 Roland Gardens
London SW7 3PH

WITNESS

Signature:

Name:

Address:

Date: