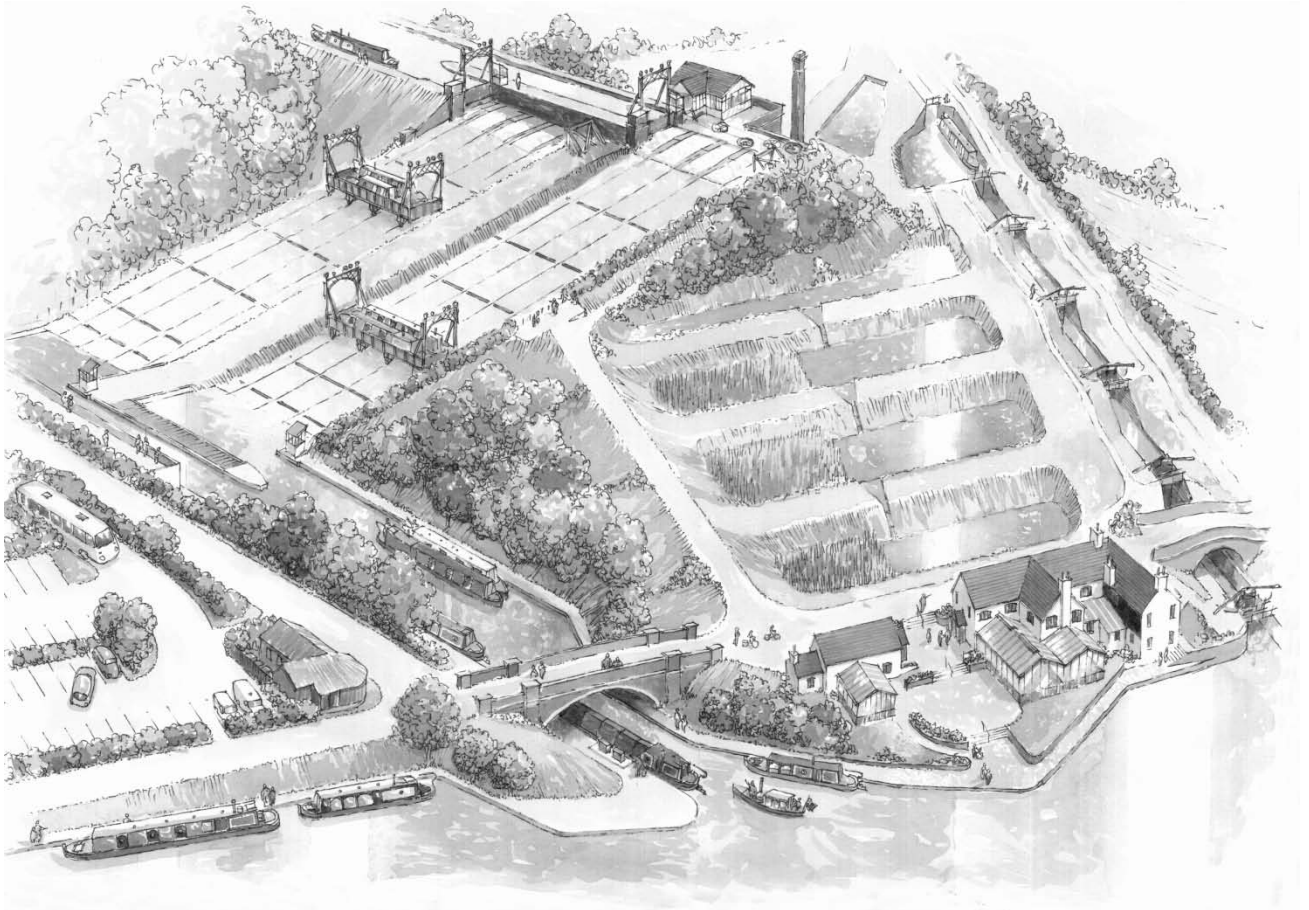


THE COMPANIES ACTS 1948 TO 1981

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM & ARTICLES OF ASSOCIATION OF:  
THE FOXTON INCLINED PLANE TRUST**  
INCORPORATED THE 29<sup>TH</sup> JULY 1982



THE COMPANIES ACTS 1948 TO 1981

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

# MEMORANDUM OF ASSOCIATION

*OF*

## THE FOXTON INCLINED PLANE TRUST

1. The Name of the Company (hereinafter called “the Trust”) is “THE FOXTON INCLINED PLANE TRUST”
2. The Registered Office of the Trust will be situate in England.
3. For the use and benefit of the public to restore to good and navigable structural and mechanical order and condition The Foxton Inclined Plane (hereinafter called “The Plane”) and to promote the fullest use of The Plane and to promote encourage foster and co-ordinate public interest study activity and work in all aspects past present and future of the Plane including any features or land in the surrounding area, Provided that these primary objects shall be carried out and the powers hereinafter conferred upon the Trust shall be exercised exclusively in a manner beneficial to the public and recognised by the laws of England as charitable and for the promotion of such primary objects the Trust shall have power :
  - (a)
    - (i) To take over acquire and manage The Plane and the land forming the site thereof and land adjacent or near thereto, and any structures buildings plant and machinery thereon or near thereto and the navigation rights, rights of way and any other rights in connection therewith in any way relating thereto by purchase lease or otherwise.
    - (ii) To enter into such agreements with Local Authorities and others and execute such deeds and to obtain such consents of the Charity Commissioners or any other body or otherwise and generally to take all such steps as may be necessary for the above purposes.
    - (iii) To purchase lease or otherwise acquire such rights or property to execute all necessary works and to do all such things as may be necessary to create and operate a navigable and operational Plane.
    - (iv) For the purposes aforesaid to maintain and improve any canal navigable river and inland waterway (hereinafter called “navigations”) either alone or jointly with any other persons corporations bodies or public or local authorities and with and subject to all such consents statutory enactments or orders and acts in the law as may be applicable to a navigation and in particular to The Plane necessary for the carrying out of the above objects.

Subject to all such consents statutory enactments or orders and acts in the law as may be required and for the purpose of carrying out the immediately preceding powers (a) to acquire all or any of the rights and assets and to assume all or any of the duties, obligations and liabilities relating to British Waterways Board or other company, body or persons in whom The Plane may be vested, and to take over and operate for the purposes of the Trust al that the undertaking which relates to The Plane and for the purposes aforesaid to promote such Bills in Parliament to take such proceedings in the Courts to appear at public enquiries and before Parliamentary Committees and make such applications to the Charity Commissioners or otherwise as may be necessary for effectually vesting The Plane and the undertaking now or formerly responsible for the maintenance of The Plane thereof in the Trust:

- (b) To assist financially or otherwise the appropriate Authority or Authorities or body concerned with The Plane to restore the navigation use and working thereof.

Provided always that none of the foregoing powers (a) (b) and (c) shall authorise the Trust to apply any part of the corporate funds to the promotion of legislation not connected with the charity hereby established or to assume any powers duties or liabilities or to do any other act or thing, which would be unlawful if done by a corporation established for public charitable purposes only.

- (c) To cleanse, scour, keep and preserve navigations and The Plane in particular:
- (d) To make, erect, preserve, maintain, repairs, alter, extend, discontinue, re-make such paths and tow-paths, slopes, banks, walls, road, bridges, ferries and ways for the towing of vessels (with horses or otherwise) and generally and such locks, sluices, valves, winches, spikes, dams, flood-gates, engines, machinery, buildings, tollhouse, watch-houses, bores, pipe hoses, cradles, ropebags, generators, transmitters, wells and reservoirs for the use of navigation and The Plane in particular as may be expedient.
- (e) To obtain and take the benefit of and assume duties under statutory enactment, ministerial order or warrant or statutory instrument as may be consistent with the primary objects of the Trust and not prejudicial to its status as a charitable corporation.
- (f) To make and enforce regulations and so far as may be permitted by the Statutes governing navigations and so far as may be permitted by the Statutes governing navigations and The Plane in particular and the Statute Law and orders and statutory instruments made thereunder which affect inland waterways generally, fix and collect charges for and after erections the use of navigations and The Plane in particular and the locks and other works and buildings thereon by commercial and pleasure vessels of any description and for bathing, fishing, the use and supply of water and after services and the use of the towing paths and lands and buildings structures and other erections and any other purposes conducive to the public benefit and to the prime objects of the Trust.
- (g) To promote by meetings, publications, exhibitions, the delivery of lectures and addresses the maintenance of a library and of a museum or museums the display of pictures, cinematograph films and models and by any other like means, the collection

dissemination of knowledge about The Plane at home or abroad, its history and future prospects.

- (h) To purchase or otherwise acquire, erect, maintain, reconstruct and adapt any offices, houses, structures, buildings, workshops, mills, plant, machinery, either electrical mechanical or hydraulic and other things found necessary or convenient for the purposes of the Trust
- (i) To purchase or take on lease or in exchange, hire or otherwise acquire in any manner any real or personal property
- (j) To improve, manage, develop, exchange, mortgage, sell, let or otherwise deal with nay of the property of the Trust
- (k) To obtain and receive funds by way of contribution, donations, legacies, grants or other similar lawful means.
- (l) To initiate, support and co-operate with others in proposals and activities calculated to assist the promotion of the Trusts' objects.
- (m) To borrow or raise money in such manner and upon such terms as may be determined, and in particular upon the security by way of mortgage, charge, debenture or otherwise of all or any part of the property and assets of the Trust.
- (n) Subject to any sanction required by law to invest and deal with the moneys of the Trust not immediately required in such manner as in the discretion of the Trust may be determined.
- (o) To make, draw, accept, indorse, discount, execute, and issue promissory notes, bills of exchange, debentures, and other negotiable or transferable instruments.
- (p) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.
- (q) To do all such other lawful things as will further the attainment of the above objects and which may lawfully be done by a body established for charitable purposes only.
- (r) To undertake to accept any charitable trusts calculated to further the objects of the Trust.

Provided that the objects of the Trust shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

Provided also that in the case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales 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 the 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 du administration of such property in the same manner and to the

same extents as they would as such Managers or Trustees have been if no incorporation had been effected, and the incorporation or the Trust shall not diminish or impair any control or authority as if the Trust were not incorporated, In case the Trust shall take or hold any property which may be subject to any trusts the Trust shall only deal with the same in such manner as allowed by law, having regard to such trusts.

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 member of the Trust or to any member, officer or servant of the Trust in return for any services actually rendered to the Trust, nor prevent the payment of interest at a rate not exceeding £2 per centum per annum below the Bank of England minimum lending rate (or 3% whichever is the greater) on money lent or reasonable and proper rent for premises demised or let by any member of the Trust but so that no member of the Council of Management or Governing Body of the Trust 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 moneys 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 on hundredth part of the capital, and such member shall not be bound to account for any share of profits he may received in respect of any such payment.

5. The liability of the members is limited.
6. 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 of the adjustment of the right of the contributories among themselves, such amount as may be required not exceeding One Pound.
7. If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, an property whatsoever, the same shall not be paid to or distributed among the members of the Trust, but shall subject to such consents of the Charity Commission or the Courts as may be required by law be given or transferred to some other charitable institution or institutions having charitable objects similar to the objects of the Trust, and which shall prohibit the distribution of its or their income and property among its or their members to the extent at least as great as is imposed on the Trust under or by virtue of Clause 4 hereof, such charitable 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 similar charitable object.
8. True accounts hall be kept of the sums of money received and expended by the Trust, and the matters in respect of which such receipts and expenditure take place, and of the

property, credits 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 the inspection of the members. 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.

**THE COMPANIES ACT 1985**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**THE FOXTON INCLINED PLANE TRUST**

Revised version adopted by the foxton inclined plane trust at an EGM held on 30th September 2001

**Articles**  
*of the*  
**Foxton Inclined Plane Trust**

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PRELIMINARY.

**DEFINITIONS.**

In these articles of association:

“Act” shall mean the Companies Act 1985;

“Address” shall mean a postal address to which paper documents can be sent;

“Articles” shall mean the articles of association, and “article” shall be construed accordingly;

“Trust” shall mean the company named above;

“Clear days” for a notice shall be all days between but not including the day the notice is deemed to be served and the day of the event for which the notice is given;

“Council” means the Council of Management of the Trust;

“Councillor” means a member of the Council,

“Extraordinary general meeting” shall mean any general meeting other than an annual general meeting;

“Regulation” means a regulation made by the Trust at a general meeting and not inconsistent with the Act or the Articles;

All other words and expressions used, unless the context otherwise requires, shall have the same meaning as in the Act. Statutory references shall include the statute as amended from time to time.

**STATUS.**

The Trust is to be a private company.

**PURPOSES.**

The Trust is established for the purposes expressed in the memorandum of association.

**MEMBERSHIP.**

**CLASSES OF MEMBERS.**

**NUMBER.**

There may be one or more classes of members of the Trust.

**RIGHTS OF CLASSES.**

The classes of members, and rights and restrictions applicable to each class, shall be determined or amended only by special resolution at a general meeting of the Trust.

**BECOMING A MEMBER.**

A person shall become a member of the Trust only if he:

- a) Makes application for membership in writing using the form prescribed by the Council; and
- b) Pays any fees the Council may from time to time prescribe; and
- c) Is admitted to membership by the Council within its absolute discretion.

**CEASING TO BE A MEMBER.**

A person shall cease to be a member of the Trust:

- a) Thirty days after the Trust receives from him notice in writing of his intention to resign and after he has paid any moneys presently owing by him to the Trust; or

- b) Sixty days after the Trust notifies him in writing that payment is required, by him or on his behalf, of the annual membership fee appropriate to his class of membership, and no such payment has been received by the Trust; or
- c) Thirty days after a resolution is passed at a general meeting that he should cease to be a member.

**COUNCIL OF MANAGEMENT.**

**NUMBER OF COUNCILLORS.  
MAXIMUM AND MINIMUM.**

The Council shall consist of a number of Councillors no greater than the maximum which shall be determined by resolution at a general meeting, and no less than two.

**EFFECT OF VACANCIES.**

The Councillors for the time being may act notwithstanding any vacancy in the Council, provided that in case the Council shall at any time be fewer than two the remaining Councillor may act as the Council for the purpose of:

- a) Admitting persons to membership of the Trust; or
- b) Appointing one Councillor; or
- c) Summoning a general meeting

but for no other purpose.

**OFFICERS.  
CHAIRMAN.**

The Council shall elect one of the Councillors as Chairman as the first order of business at the first Council meeting following each vacancy of the office of Chairman.

**COMPANY SECRETARY.**

Subject to sections 10(3) and 288(2) of the Act, the Secretary shall be appointed by the Council for such term and at such remuneration and upon such conditions as it thinks fit, and any Secretary so appointed may be removed by the Council.

A provision of the Act or the Articles requiring or authorising a thing to be done by or to a Councillor and the Secretary shall not be satisfied by its being done by or to the same person acting both as Councillor and as or in place of the Secretary, and anything required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any assistant or deputy Secretary or, if there is no assistant or deputy Secretary capable of acting, by or to any officer of the Trust authorised generally or specially in that behalf by the Council.

**OTHER.**

The Chairman may from time to time, and shall upon a vacancy, appoint Councillors to the offices of Vice-Chairman, Treasurer, and such other offices as the Council may determine.

**POWERS AND DUTIES.**

**OBJECTS.**

The income of the Trust shall be applied solely towards the provision of all or any of the objects of the Trust in accordance with the memorandum of association of the Trust at such time or times and in such manner as the Council shall think fit, with power to the Council to create a reserve fund or funds to be applicable as aforesaid and pending such application to invest it as the Council shall think fit, provided always that the payment of dividends to the members is prohibited.

**MANAGEMENT.**

The Council shall manage the business of the Trust.

**POWERS.**

- a) The Council may exercise all powers of the Trust in general meeting, subject to the provisions of the Act, the Articles, and the Regulations.
- b) All cheques and other negotiable instruments, and all receipts for moneys paid to the Trust, shall be executed by the Secretary or by one or more Councillors in such manner as the Council shall from time to time determine.
- c) The seal of the Trust shall not be affixed to any instrument except by the authority of a resolution of the Council and in the presence of at least two Councillors or of one Councillor and the Secretary, and they shall sign every instrument to which the seal is affixed in their presence, and their signatures shall be conclusive evidence of the fact that the seal has been properly affixed.
- d) All acts bona fide done by or at the direction of any Council meeting or by any Councillor shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any Councillor shall be as valid as if every Councillor had been duly appointed or had duly continued in office.

**EFFECT OF REGULATIONS.**

No Regulation shall invalidate any prior act of the Council which would have been valid if that Regulation had not been made.

**BYLAWS.**

- a) The Council may from time to time adopt Bylaws not inconsistent with the Act, the Articles, and the Regulations.
- b) The Bylaws shall be binding on the members and the Councillors.

**COMMITTEES.**

- a) The Council may create one or more committees to advise it on matters it specifies, and may appoint one or more members of the Trust to each committee.
- b) The meetings and proceedings of each committee shall be governed by the provisions of these Articles related to the meetings and proceedings of the Council so far as applicable.

**BECOMING A COUNCILLOR.**

**METHODS.**

A person may become a Councillor only if he is a member of the Trust and he is:

- a) Elected at a general meeting, or
- b) Appointed by the Council, or
- c) Appointed by the Trust at a general meeting, or

**ELECTION.**

- a) A person is eligible to be elected as a Councillor only if the Secretary receives a nomination for the election of the person, in writing and signed by a member of the Trust other than the person nominated, and an indication from the person, in writing and signed by him, of his willingness to be elected, not less than four nor more than 28 days before the date of the general meeting at which the election is to take place.
- b) The Trust may at each annual general meeting elect eligible persons to be Councillors, except that if the number of eligible persons is fewer than the maximum permitted number of Councillors all eligible persons shall be deemed to have been elected.
- c) With respect to election of Councillors, eligibility to vote and the voting procedures shall be as prescribed related to resolutions.

**APPOINTMENT BY THE COUNCIL.**

- d) The Council may from time to time between general meetings appoint a member of the Trust to be a Councillor provided that the prescribed maximum number of Councillors is not exceeded.
- e) Members co-opted to Council during the course of any year shall seek election at the next Annual General Meeting.

**APPOINTMENT BY THE TRUST.**

The Trust may appoint a Councillor to fill a vacancy in the Council by extraordinary resolution at any general meeting.

**CEASING TO BE A COUNCILLOR.**

**AT EACH ANNUAL GENERAL MEETING.**

- a) The Trust Council shall serve for a period of three years at the end of which they shall be eligible for re-election.
- b) The Councillors to retire shall be those who have been longest in office since their most recent election or appointment.

**FOR CAUSE.**

The office of a Councillor shall be vacated immediately if he:

- a) Resigns his office in writing to the Secretary; or

- b) Ceases to be a member of the Trust for any reason; or
- c) Becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- d) Becomes a person in respect of whom an order is made by any competent court by reason of mental disorder; or
- e) Becomes prohibited from holding office by reason of any of the matters in the Company Directors Disqualification Act 1986; or
- f) Is removed from office under the provisions of the Act.

**BY REMOVAL.**

The office of a Councillor shall be vacated immediately if an extraordinary resolution to remove him from office is passed at any general meeting.

**INDEMNIFICATION.**

Every Councillor and officer of the Trust shall be indemnified out of the assets of the Trust against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including 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 under sections 144(3) or 727 of the Act in which relief is granted to him by the Court, and no Councillor or other officer shall be liable for any loss, damage, or misfortune which may happen to or be incurred by the Trust in the execution of the duties of his office or in relation thereto.

**GENERAL MEETINGS.**

**REQUIREMENT FOR AN ANNUAL GENERAL MEETING.**

The Trust shall hold an annual general meeting in each year, not more than 15 months after the previous annual general meeting.

**CONVENING.**

A general meeting shall be convened by:

- a) The Council whenever it thinks fit; or
- b) The Council on receipt of a requisition by members of the Trust who at the time represent not less than one tenth of the total votes of all members having a right to vote at a general meeting; or
- c) Members of the Trust on the Council failing to act on such a requisition.

**NOTICE.**

**TIMING.**

Notice in writing shall be given of:

- a) 21 clear days for an annual general meeting and for a meeting called for the passing of a special resolution; and
- b) 14 clear days for all other general meetings.

**CONTENTS.**

Notice of a general meeting shall specify:

- a) The location of the meeting; and
- b) The day and hour when it is to commence; and

- c) If it is to be an annual general meeting; and
- d) The general nature of all business to be conducted at the meeting, except that it is not necessary to specify routine business to be conducted at an annual general meeting comprising:
  - consideration of the accounts
  - reports of the Council and auditor
  - election of Councillors
  - appointment and fixing remuneration of the auditor;
- e) All proposed special and extraordinary resolutions.

**RIGHT TO RECEIVE.**

Notice as prescribed above shall be given to:

- a) Each member of the Trust except those who having no registered address within the United Kingdom have not supplied to the Trust an address within the United Kingdom for the giving of notices to them; and
- b) Each person being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice.
- c) The auditor of the Trust.

**ACCIDENTAL OMISSION.**

Accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice shall not invalidate any resolution passed or proceedings at the meeting.

**SHORTER NOTICE.**

A meeting called by shorter notice than that otherwise required shall be deemed to have been duly called, and all resolutions passed at such a meeting whether special, extraordinary, ordinary or otherwise shall be deemed to be valid, if it is so agreed by:

- a) all the members entitled to attend and vote in the case of an annual general meeting; or
- b) a majority of the members having the right to attend and vote in the case of any other meeting.

**PROCEEDINGS.**

**QUORUM.**

- a) Business shall not be transacted at any general meeting unless a quorum is present in person or by proxy when the meeting proceeds to business.
- b) The quorum for a general meeting shall be not less than ten percent of all members of the Trust entitled to attend and vote at the meeting, or 5 such members, whichever number is smaller.
- c) If within half an hour from the time appointed for commencing a general meeting a quorum is not present in person or by proxy, it shall stand adjourned to the same day and time in the next week at the same place or at such other place as the Council may determine.

- d) If at an adjourned meeting a quorum is not present in person or by proxy, or if during any meeting a quorum ceases to be present in person or by proxy, the members present who are entitled to attend and vote shall be a quorum.

**PRESIDING.**

- a) At each general meeting, the Chairman, if present, shall preside unless he refuses to do so.
- b) In the absence of the Chairman, the Vice Chairman, if present, shall preside unless he refuses to do so.
- c) If neither the Chairman nor Vice Chairman is present or willing to preside within 15 minutes after the time appointed for commencing the meeting, the members present shall choose to preside a Councillor, or if no Councillor is present or all Councillors decline to preside, any member of the Trust present and entitled to vote.
- d) The chairman of the meeting shall conduct and make all arrangements and determine all disputes at the meeting as he shall think fit in his absolute discretion but subject to the Articles, Regulations, and Bylaws.

**ADJOURNMENT.**

- a) The chairman of the meeting may with the consent of the meeting, and shall at the direction of the meeting, adjourn the meeting from time to time and from place to place.
- b) 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.
- c) Whenever a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as for an original meeting, but otherwise no person shall be entitled to any notice of adjournment or of the business to be transacted at an adjourned meeting.

**ELIGIBILITY TO VOTE.**

- a) Unless otherwise provided, each member shall have one vote.
- b) A member shall not be entitled to vote unless all moneys owing by him and demanded by the Trust have been paid.
- c) The chairman of the meeting shall be eligible to vote only to break a tie of the other votes cast.

**VOTING.**

- a) A resolution put to a general meeting shall be decided by the votes of those members at the meeting eligible to vote.
- b) The vote on a resolution shall be decided on a show of hands, unless a poll is demanded by any member present in person or any representative of a member corporation before or on the declaration of the show of hands.
- c) Unless a poll is demanded, a declaration by the chairman of the meeting following a vote on a resolution that the resolution has been:
  - Carried, or
  - Carried unanimously, or
  - Carried by a particular majority, or
  - Not carried by a particular majority, or
  - Lost

shall be conclusive evidence of the result of the vote on the resolution.

- a) The demand for a poll may be withdrawn at any time before the result of the poll is declared.
- b) If a poll is demanded, it shall be taken in such a manner as the chairman of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting.
- c) A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken forthwith, but any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- d) On a poll, votes may be given personally or by proxy, and any instrument of proxy shall be in such form as the Council may require or in any other common or usual form.

**COUNCIL MEETINGS.**

**CONVENING.**

A Councillor may, and the Secretary on the requisition of a Councillor shall, at any time summon a meeting of the Council.

**NOTICE.**

**MANNER AND TIMING.**

Notice of a Council meeting shall be given to each Councillor in writing in the manner prescribed by the Council, except that it shall not be necessary to give notice of a meeting to any Councillor absent from the United Kingdom unless he has given the Trust notice of an address abroad for his receipt of written communications.

**CONTENT.**

Notice of a Council meeting shall specify:

- The location of the meeting; and
- The day and hour when it is to commence; and
- The general nature of all business to be conducted at the meeting.

**PROCEEDINGS.**

**QUORUM.**

- a) Business shall not be transacted at any Council meeting unless a quorum is present when the meeting proceeds to business.
- b) Unless otherwise prescribed in these Articles, a quorum for a Council meeting may be fixed by the Council but shall be no less than four Councillors and alternate Councillors.

**PRESIDING.**

- a) At each general meeting, the Chairman, if present, shall preside unless he refuses to do so.
- b) In the absence of the Chairman, the Vice Chairman, if present, shall preside unless he refuses to do so.
- c) If neither the Chairman nor Vice Chairman is present or willing to preside within 15 minutes after the time appointed for commencing the meeting, the Councillors and alternate Councillors present shall elect one of their number to preside.

**VOTING.**

**ELIGIBILITY TO VOTE.**

- a) Each Councillor shall have one vote.
- b) The chairman of the meeting shall be eligible to vote only to break a tie of the other votes cast.

**VOTING.**

- a) A resolution or question put to a Council meeting shall be decided by the majority of votes of those Councillors at the meeting, except that a Councillor absent from a meeting may by written notice to the chairman of the meeting appoint an alternate Councillor to take his place at the meeting to participate in the deliberations of the meeting and to exercise his vote.
- b) The vote on a resolution shall be decided on a show of hands, unless a poll is demanded by any Councillor or alternate Councillor present before or on the declaration of the show of hands.
- c) Unless a poll is demanded, a declaration by the chairman of the meeting following a vote on a resolution that the resolution has been:
  - Carried, or
  - Carried unanimously, or
  - Carried by a particular majority, or
  - Not carried by a particular majority, or
  - Lost

shall be conclusive evidence of the result of the vote on the resolution.

- a) A resolution in writing shall be as valid and effectual as if it had been passed at a Council meeting provided that:
- The resolution consists of one or more documents in like form; and
  - Each document is signed by one or more of the Councillors to indicate his vote either in favour of or opposed to the resolution; and
  - Each Councillor has signed one of the documents.

**RECORDS.**

**PROCEEDINGS OF MEETINGS.**

**MINUTES TO BE KEPT.**

The Council shall cause minutes to be made of:

- a) All the appointments of officers made by the Council or Chairman; and
- b) The names of all the Councillors and alternate Councillors representing Councillors present at each general meeting and each Council meeting; and
- c) The names of all committee members present at each committee meeting; and
- d) All resolutions, proceedings, and business at all meetings of the Trust, the Council, and each committee.

**MINUTES VALIDITY.**

Any minutes of a meeting, if purporting to be signed by the chairman of the meeting or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

**ATTENDANCE RECORDS.**

Every Councillor, alternate Councillor, or committee member present at a Council or committee meeting shall sign his name in a book to be kept for that purpose.

**ACCOUNTS.**

**REQUIRED TO BE KEPT.**

The Council shall cause accounting records to be kept in accordance with section 221 of the Act.

**REPORTING.**

The Council shall from time to time cause to be prepared and to be laid before the Trust in general meeting such income and expenditure accounts and balance sheets and reports as are required by sections 226, 234, 234A, and 235 of the Act, and otherwise comply with the requirements of Chapter I of Part VII of the Act.

A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Trust in general meeting, together with a copy of the auditor's report and the Council's report, shall not less than 21 days before the date of the meeting, subject nevertheless to Article 4.3.5, be sent to every member and every holder of debentures of the Trust, except that these documents need not be sent to any person of whose address the Trust is not aware nor to more than one of the joint holders of any debentures.

**AUDIT.**

Auditors shall be appointed and their duties regulated in accordance with sections 1235 to 237 and Chapter V of Part XI of the Act.

**SAFEKEEPING.**

**ACCOUNTS.**

The accounting records shall be kept at the registered office of the Trust, or, subject to section 222 of the Act, at such other place or places as the Council shall think fit.

**FORM.**

All minutes, registers, instruments, contracts, notices, records and other information required to be registered or recorded by the Trust shall be recorded as the Council may determine in bound books or by some other means so long as the recording is capable of being reproduced in legible form and adequate precautions are taken for guarding against falsification.

**ACCESS.**

Subject to any reasonable restrictions as to the time and manner of inspection, the accounts and books of the Trust or any of them shall be open to the inspection of the members.

**NOTICES.**

**DELIVERY.**

A notice may be given by the Trust to any member:

- a) Personally; or
- b) By post to him at his registered address in the United Kingdom; or
- c) If he has no registered address within the United Kingdom by post to the address in any supplied by him to the Trust for the giving of notice to him.

**EFFECT.**

Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiry of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

**DISSOLUTION.**

Clause 7 of the Memorandum of Association of the Trust relating to the winding up and dissolution of the Trust shall have the same effect as if its provisions were repeated in these Articles.

**NAMES AND DESCRIPTION OF THE ORIGINAL SIGNATURES TO THE ORIGINAL MEMORANDUM AND ARTICLES.**

**MICHAEL GEORGE BEECH**  
**Relocation Executive**

**ANTHONY RICHARD CLARK**  
**Marine Engineer**

**DAVID GOODWIN**  
**Hydraulic Engineer**

**ANTHONY WILLIAM MATTS**  
**Marine Engineer**

**PETER JOHN MAYES**  
**Mechanical Engineer**

**ROY ALAN NICHOLLS**  
**Consulting Engineer**

**NEIL RICHARD SMITH**  
**Warehouse Forman**

**TREVOR DOUGLAS TOWERS**  
**Mechanical Engineer**

**ANTHONY PAUL RONALD WRIGHT**  
**Entertainer.**

**Witness to the original document was;**  
**P. F. J. CLEAVER**  
**Solicitor**

# COMPANY INFORMATION JANUARY 2002

(A company limited by guarantee and not having a share capital)

## COMPANY INFORMATION

INCORPORATED	in England on 29th July 1982
COMPANY NUMBER	1654756
CHARITY NUMBER	513241
PRESIDENT	D Stevenson
VICE PRESIDENTS	R Nicholls D Tew
DIRECTORS T. Towers (Chairman)	D. Stevenson (Chairman from) C. Greenaway (Vice Chairman) Sir A. Stott (Vice Chairman) S. Barfoot M. Matts D. Goodwin J. Waddy
SECRETARY	S. Barfoot
TREASURER	A. Faithfull Wright (membership secretary)
COMPANY SECRETARY & MUSEUM KEEPER	M. G. Beech (Employed)
MINUTES SECRETARY	M Cooper (Employed)
REGISTERED OFFICE	Middle Lock Gumley Road Foxton Market Harborough Leicestershire
BANKERS HSBC Bank plc	15 High Street Market Harborough Leicestershire
AUDITORS HLB AV Audit plc	Stoughton House Harborough Road Oadby Leicester