

THE COMPANIES ACTS 1985 and 2006
CHARITABLE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
SWANAGE RAILWAY COMPANY LIMITED

1. The name of the company is Swanage Railway Company Limited (hereinafter called "the Company").
2. The registered office of the Company will be situated in England.

OBJECTS

3. The Company's objects are:
 - 3.1 To preserve, restore, demonstrate and operate for the public benefit items of historical, architectural, engineering or scientific value in connection with railways; and
 - 3.2 To advance the education of the public in the history and development of railway transportation.

POWERS

4. And in furtherance of the above objects but not further or otherwise the Company shall have the following powers:-
 - 4.1 To acquire by purchase, lease or otherwise, the track bed and land of the track bed and various stations sites and other land and buildings of the former British Railways Branch line between Swanage and Wareham; any other railway line, land, buildings, leases, underleases and any other property and rights and interests in property as the Company shall deem fit, to construct, operate and maintain railways of all kinds, to establish, equip, construct, develop and maintain in all building structures, erections and facilities necessary in connection therewith, to acquire for exhibition and preservation, whether by purchase, loan or otherwise, locomotives, rolling stock and all equipment used or required in connection therewith, to carry on all or any of the businesses of proprietors, operators and managers of standard and narrow gauge railways, museums and display sheds, haulage and transport contractors, operators, of omnibus and coach services, and proprietors and operators of taxi cabs, railway, shipping and forwarding agents, proprietors, manufacturers, and repairers of, and dealers in railway engines and rolling

stock, plant and machinery of all kinds, trucks, motor and other vehicles, and conveyances of every description, proprietors of restaurants, cafes, snack and coffee bars, refreshment caterers, and contractors, licensed victuallers, wine and spirit merchants, soft drinks, mineral and aerated water merchants, tobacconists and confectioners, newsagents and booksellers, proprietors of shops and kiosks, and dealers in souvenirs, gifts and other articles likely to be required by persons frequenting the Company's premises, stationers, box office keepers, advertising agents and contractors, publishers, and printers, car park and garage proprietors, builders and contractors, architects, surveyors, and house, land and estate agents.

- 4.2 To study, compile records on and acquire, restore, preserve and maintain railway lines, locomotives, rolling stock and other items of railway interest, and to provide training and instruction in such activities and in particular but without prejudice to the generality of the foregoing those associated with the Isle of Purbeck, the former London and South Western Railway, other Railways which were in existence in Southern England during and before the year of nineteen hundred and twenty-three, the Southern Railway, and the Southern Region of British Railways, and to enter into such agreements and to take all such steps as may be necessary for these purposes, and to organise, sponsor and support displays and such other shows and events for the provision and stimulation of information, education and interest in such vehicles and other items of railway interest.
- 4.3 To take over the whole of the assets, rights and liabilities of the charitable company known as The Swanage Railway Trust (company number 04115126 and registered charity number 1087318) and to enter into such agreements and to take all such steps as may be necessary for the purpose.
- 4.4 To manufacture, produce, print, engrave, publish, edit, distribute, buy, sell and deal in newspapers, periodicals, posters, leaflets, books, booklets, maps, guides, calendars, films, film strips, photographs, records, record cards prints, art works and other visual and audio aid material provided that the Company shall not engage in any activities in such manner or on such a scale that some or all or the profits are subject to corporation tax.
- 4.5 To acquire by gift, devise, purchase, lease, hire or otherwise, any real or personal property, and any estate or interest therein, and any rights or privileges necessary or convenient, or capable of being used or applied for any of the purposes of the Company, and, subject to such consents as may be required by law, to sell, lease, lend or dispose of, or otherwise deal with all or any part of the same in such manner as may be thought fit with a view to the promotion of the objects of the Company.
- 4.6 To accept any bequest, devise, gift or donation whatsoever (whether of money or of property of any description) towards the objects of the Company and to apply the same or the proceeds of sale or realisation thereof to the objects of the Company or to invest the same or such proceeds, and to apply the income arising therefrom, for any of the objects of the Company.

- 4.7 Generally to obtain money for the objects of the Company in any lawful manner and to invest, apply or deal with in such lawful manner as may be considered most desirable for effecting such objects.
- 4.8 To invest any moneys of the Company not immediately required for its purposes in or upon such investments securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- 4.9 Subject to such consents (if any) as may be required by law, to borrow or to raise money and for the purpose of securing any debt or obligation of the Company to mortgage or charge all or any part of its property and assets, present or future subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- 4.10 To aid and co-operate with any charitable association, society or corporation in Great Britain or Northern Ireland having among its objects the preservation of any transport relics or other material or things the preservation of which is included within the objects of the Company and to liaise and co-operate with any company operating the Swanage to Wareham railway or any part thereof.
- 4.11 To subscribe, make donations or loans (provided such loans are made in direct furtherance of its objects or for investment purposes) to any such association, society, trust or corporation as aforesaid with a view to obtaining any advantages or benefits for or promoting the objects of the Company or to amalgamate with any such body having charitable objects similar to those of the Company.
- 4.12 To set up, maintain, manage or to assist in the setting up and maintenance or management of, charitable museums or other premises for the purpose of the preservation and public exhibition of transport relics, books, drawings, records documents, sound and visual recordings, cinematograph films and photographs as aforesaid and to act in any trust for or as trustee of any property devoted to such purposes.
- 4.13 To do anything within the law which promotes or helps to promote the above objects.

PROVIDED THAT:-

- i) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

- ii) The Company shall only sell, mortgage, charge, lease or otherwise dispose of property of any kind in accordance with the applicable restrictions imposed by the Charities Act 2011 and

APPLICATION OF INCOME AND PROPERTY

- 5. The income and property of the Charity shall be applied solely towards the promotion of the objects, but:
 - 5.1 a Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by them when acting on behalf of the Charity;
 - 5.2 a Director may benefit from director indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011; and
 - 5.3 the Charity shall indemnify any Director or former Director against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act.
- 6. A Director may not receive any benefit or payment unless it is authorised by clause 5.1 or clause 8 of this Memorandum of Association.
- 7. Subject to clause 8 of this Memorandum of Association, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to any shareholder. This does not prevent a shareholder who is not also a Director or Connected Person:
 - 7.1 receiving a benefit from the Charity in the capacity of a beneficiary of the Charity (provided that such benefit is available generally to the beneficiaries of the Charity);
 - 7.2 being employed by or entering into contracts with the Charity and receiving reasonable and proper remuneration for any goods or services supplied to the Charity;
 - 7.3 receiving interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England base rate; or
 - 7.4 receiving rent for premises let by the shareholder to the Charity, provided that the amount of the rent and the other terms of the lease must be reasonable and proper.

BENEFITS AND PAYMENTS TO DIRECTORS AND CONNECTED PERSONS

8. No Director or Connected Person may:

- 8.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- 8.2 sell goods, services, or any interest in land to the Charity;
- 8.3 be employed by, or receive any remuneration from, the Charity; or
- 8.4 receive any other financial benefit from the Charity,

unless the payment is permitted by clause 5 or clause 8 of this Memorandum of Association; or is authorised by the court; or the prior written consent of the Commission has been obtained; or the Commission has confirmed in writing that its consent is not needed.

9. A Director or Connected Person may:

- 9.1 receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that such benefit is available generally to the beneficiaries of the Charity;
- 9.2 enter into a contract for the supply of goods and/or services to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011;
- 9.3 receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England base rate;
- 9.4 receive rent for premises let by the Director or Connected Person to the Charity,

provided that the amount of the rent and the other terms of the lease must be reasonable and proper, and the Director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion; and

- 9.5 take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
10. In clauses 7 and 8, the term "Charity" includes any company or other legal entity in which the Charity:
- 10.1 holds more than 50% of the shares; or
- 10.2 controls more than 50% of the voting rights; or
- 10.3 has the right to appoint one or more directors or directors to the board of the company or other legal entity.

DISSOLUTION

11. If upon winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the shareholders of the Company (save insofar as a shareholder is itself a registered charity and the payment or distribution would further the objects of the Charity) but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 4 - 9 hereof, such charitable institution or institutions to be determined:
- 11.1 by the shareholders of the Company at or before the time of dissolution;
- 11.2 in default of any decision by the shareholders, by the Directors of the Company; or
- 11.3 in default of any decision by either the shareholders or the Directors, by the Secretary from time to time of the Heritage Railway Association (registered company number 02226245),

and insofar as effect cannot be given to the provision above, the said remaining property shall be transferred to the National Transport Trust (registered charity number 280943) or applied for some other charitable object the same as or similar to the objects of the Charity or applied for such other charitable purpose as the Charity Commission shall approve in writing.

SHAREHOLDERS LIMITED LIABILITY

12. The liability of the shareholders is limited.

Subject to approval

THE COMPANIES ACT 2006
CHARITABLE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
SWANAGE RAILWAY COMPANY LIMITED

GENERAL

- I. In these presents (and insofar as relevant, in the Memorandum of Association) 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 therefore, if not inconsistent with the subject or context:-

WORDS	MEANINGS
The Act	The Companies Acts 1985 and 2006.
These presents	The Articles of Association and the regulations of the Company from time to time in force.
The Company	The Swanage Railway Company.
The Board	The Board of Directors of the Charity.
Chair	The chair of Directors appointed in accordance with these Articles.
Charity	The Company regulated by these Articles.
Charity Commission	The Charity Commission for England and Wales or any body which replaces it or succeeds to any or all of its functions.
Conflict	Any situation in which a Director has or might have a direct or indirect interest (including but not limited to any personal financial interest) that conflicts or possibly might conflict, with the interests of the Charity or which conflicts or possibly might conflict with that Director's duty to act solely in the interests of the Charity.
Conflicted Director	A Director in respect of whom a Conflict exists.
Connected Person	Connected Person means, in relation to a Director:

- i) a child, parent, grandchild, grandparent, brother or

sister of that Director;

- ii) the spouse or civil partner of that Director or of any person falling within (i) above;
- iii) a person carrying on business in partnership with that Director or with any person falling within (i) or (ii) above;
- iv) an institution which is controlled (whether directly or through one or more nominees):
 - (a) by that Director or any person falling within (i), (ii) or (iii) above or (v) below; or
 - (b) by two or more persons falling within (iv)(a) above, when taken together;
- v) a body corporate in which:
 - (a) that Director or any person falling within (i), (ii), (iii) or (iv) above has a substantial interest; or
 - (b) two or more persons falling within (v)(i) above who, when taken together, have a substantial interest,

and sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this definition.

Director	A Director of the Charity being also a charity trustee (as defined in the Charities Act 2011).
Nominal Value	£1 per share.
Supporter	Has the meaning given in Article 6.
The United Kingdom	Great Britain and Northern Ireland.
Month	Calendar Month.

In Writing Written, printed or lithographed and other modes of representing or reproducing words in a visible form.

2. Subject as aforesaid, any words or expressions defined in the Act or any statutory modifications thereof in force at the date on which these presents become binding on the Company shall, if not inconsistent with the subject or context, bear the same meanings in these presents.
3. The Company is established for the purposes expressed in clause 3 of the Memorandum of Association.
4. The Articles are to be interpreted without reference to the Model Articles under the Act, which do not apply to the Charity.

SHARES

Share capital

5. The share capital of the Company on the date these Articles are adopted (11th October 2025) is £486,963 divided into 486,963 shares each of Nominal Value and split between the following two classes of shares, each of which has the following associated rights:

5.1 476,918 Ordinary Shares, each of which carries:

- i) no right to receive a dividend or any other distribution by way of profit from the Company;
- ii) no right to receive any part of the surplus assets of the Company on dissolution, save for repayment of the Nominal Value of the share;
- iii) the right to receive notice of General Meetings;
- iv) full rights to attend, speak, count in the quorum and vote at General Meetings of the Company; and
- v) no rights of redemption.

5.2 10,045 Non-Voting Shares, each of which carries:

- i) no right to receive a dividend or any other distribution by way of profit from the Company;
- ii) no right to receive any part of the surplus assets of the Company on dissolution, save

for repayment of the Nominal Value of the share;

- iii) the right to receive notice of General Meetings;
 - iv) no rights to attend, speak, count in the quorum or vote at General Meetings of the Company; and
 - v) no special rights of redemption.
6. The Directors shall have power to increase the share capital and to consolidate and subdivide the same provided that the Directors shall:
- 6.1 not create any class of shares other than the two classes listed in Article 5 above; and
 - 6.2 no further Non-Voting Shares shall be issued.
7. The Directors may repurchase the Non-Voting Shares at their Nominal Value.
8. No amendments to Articles 5 to 27 shall be made without the prior written consent of the Charity Commission.

Admission of Shareholders

9. Unless and until the Company in General Meeting shall determine otherwise, the Ordinary Shares of the Company shall only be allotted or transferred to individuals who have paid the applicable annual or life subscription, at or above the level set from time to time by the Company as qualifying under this clause, each such individual hereafter referred to as a 'Supporter'. No increase in the rate of annual or life subscriptions shall be effectual unless approved by the Company in general meeting. No Ordinary Shares will be allocated to any corporate supporter or any other incorporated or unincorporated body.
10. On admission as a Supporter pursuant to Article 9:
- 10.1 an Individual Supporter will be allotted or transferred one Ordinary Share in the Company; and
 - 10.2 Joint or Family Supporters will be allotted or transferred two Ordinary Shares in the Company, one to each of the individually-named adult Supporters,

and for the avoidance of doubt, Ordinary Shares shall only be allotted or transferred to Supporters on their admission as a Supporter and no Supporter may hold more than one

Ordinary Share.

11. Prior to receiving an allotment or transfer of an Ordinary Share, each Supporter shall:

11.1 sign an undated stock transfer form to be held by the Company; and

11.2 appoint the Company as his or her attorney in respect of the transfer of such Ordinary Share,

so that where a person ceases to be a Supporter pursuant to Article 19, the Company is irrevocably authorised to:

- i) select the transferee of such Ordinary Share (which must either be another person admitted as a Supporter pursuant to Article 9 or the Company Secretary, pursuant to Articles 23-27);
- ii) insert the name of the said transferee in the stock transfer form; and
- iii) date the stock transfer form, thereby effecting the transfer of the Ordinary Share from the person who has ceased to be a Supporter to the transferee which the Company has selected.

12. The signing of the stock transfer form and the appointment of the Company as attorney pursuant to Article 11 may be conducted by such means as the Directors shall from time to time determine, including via electronic means.

13. No person who did not, on the date these Articles were adopted, hold Non-Voting Shares shall be admitted as a Non-Voting Shareholder.

Share Certificates

14. Share certificates may be issued by such means as the Directors shall from time to time determine, including via electronic means.

15. Before any share certificate is issued, the Supporter to whom the certificate is to be issued must have signed an undated stock transfer form and appointed the Company as his or her attorney in respect of the Ordinary Share in accordance with Article 11.

Transfer of Shares

16. No Supporter may transfer their Ordinary Share to any other person save in accordance with the process set out in Article 11.
17. No Ordinary Share may be transferred for a sum greater than the Nominal Value.
18. The Non-Voting Shares may not be transferred to any other person but may be sold back to the Company at Nominal Value.

Termination of Membership

19. A person shall cease to be a Supporter if:
 - 19.1 they withdraw by notice in writing to the Company;
 - 19.2 they die;
 - 19.3 they, being a person admitted as a Supporter on the basis of the payment of annual subscriptions, do not pay their annual subscription within six months of it becoming due and payable;
 - 19.4 correspondence or notices from the Company, sent to their last known electronic or postal address, goes unanswered for a period of 12 months;
 - 19.5 they are removed by a resolution of the Directors on the basis that it is in the best interests of the Company that their membership is terminated; or
 - 19.6 they are removed by an ordinary resolution of the Shareholders.
20. A resolution of the Directors under Article 19.5 or an ordinary resolution of the Shareholders under Article 19.6 may only be passed if:
 - 20.1 the Supporter has been given at least 21 days' notice in writing of the meeting of the Directors (or Members) at which the resolution will be proposed and the reasons why it is to be proposed; and
 - 20.2 the Supporter (or their representative) has been allowed to make representations to the meeting.

21. Where a person ceases to be a Supporter pursuant to Article 19:
- 21.1 the Ordinary Share which they hold shall be transferred pursuant to Article 11; and
- 21.2 unless and until such Ordinary Share is so transferred, it shall immediately cease to:
- i) carry the right to receive notice of, attend, speak at or vote at General Meetings of the Company;
 - ii) consent to holding General Meetings on short notice; or
 - iii) exercise any other rights ordinarily attaching to that Ordinary Share.
22. On the death of a Supporter, the Ordinary Share which they hold shall be transferred in accordance with Article 11 and, to the extent necessary, the executor or administrator (as applicable) of the Supporter shall sign such documents on behalf of the deceased Supporter as the Directors may reasonably require to give full effect to such transfer.

Ordinary Shares held by the Company Secretary

23. On the date of the adoption of these Articles, all of the Ordinary Shares in the Company are held by The Swanage Railway Trust (company number 04115126 and registered charity number 1087318) (the "Trust"). The Ordinary Shares held by the Trust may be transferred:
- 23.1 to Supporters in accordance with Article 10; or
- 23.2 to the Company Secretary of the Company, to be held and applied in accordance with Articles 23-27.
24. The person holding office as Company Secretary of the Company from time to time may hold any Ordinary Shares in the Company which have not been allocated to a Supporter.
25. Where the Company Secretary holds shares pursuant to Article 23 & 24 above:
- 25.1 the Company Secretary shall hold those Ordinary Shares for the benefit of the Company and shall not be entitled to benefit personally in any way from the Ordinary Shares or exercise any right(s) attached to those Voting Shares in their own interests or for their own benefit;

- 25.2 the Company Secretary shall hold the Ordinary Shares only for the period for which they hold office as Company Secretary of the Company; and
- 25.3 on ceasing to hold office as Company Secretary, shall immediately transfer all of the Ordinary Shares which they hold to their successor as Company Secretary or to such other person as the Directors may nominate.
26. The Directors may require any person who has been or is to be appointed as Company Secretary of the Company to sign an undated stock transfer form and to appoint the Company as their attorney in respect of the transfer of the Ordinary Shares, in the manner set out in Article 11.

Exercise of Ordinary Shares held by the Company Secretary

27. Where the Company Secretary holds Ordinary Shares pursuant to the preceding provisions, they shall be bound to hold such Ordinary Shares on the basis that they will:
- 27.1 in respect of any ordinary resolution put to the Shareholders, vote those Ordinary Shares in the same manner as the majority of the Shareholders voting on the ordinary resolution;
- 27.2 in respect of any special resolution:
- i) vote those Ordinary Shares in the same manner as the majority of the Shareholders voting on the special resolution, provided that such majority is at least 75% of the Shareholders; or
 - ii) in any other case, abstain from voting,
- 27.3 in respect of any other matter put to the Shareholders:
- i) vote those Ordinary Shares in the same manner as the majority of the Shareholders voting on the matter, provided that the proportion of Shareholders voting in favour of the matter meets the applicable threshold required for the resolution to pass; or
 - ii) in any other case, abstain from voting.

provided that the Company Secretary shall always abstain from voting in any case where, disregarding the Ordinary Shares held by the Company Secretary, the quorum for a General Meeting has not been met.

GENERAL MEETINGS

28. The Company 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 Board, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting,
29. The Board may whenever they think fit convene an additional General Meeting, specifying the nature of the business to be conducted thereat. In addition and without prejudice to the provisions of the Act as to the requisitioning of meetings, a General Meeting may be convened by a signed requisition of not less than fifty shareholders or one twentieth of the shareholders whichever is the less.
30. Twenty-one days' notice in writing at the least of every annual General Meeting and of every meeting convened to pass a Special Resolution and fourteen days' notice in writing at least of every other General Meeting (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 the meeting, shall be given in the 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 Company, but with the consent of all shareholders having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act, a meeting may be convened by such notice as those shareholders think fit.
31. The accidental omission to give notice of a meeting or to send any voting or other ballot paper or other document to, or the non-receipt of such notice, voting or ballot paper or other document by, any person entitled to receive such notice, voting or ballot paper or other document, shall not invalidate any resolution passed, or proceeding held, at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

32. All business that is transacted at a General Meeting shall be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Board and of the Auditors, the election of members of the Board in the place of those retiring, and the appointment of, and the fixing of the remuneration of, the Auditors.
33. 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 fifty shareholders or one-twentieth (or the number nearest thereto) of the total number of ordinary shareholders the Company (whichever shall be the lesser number) present in person or by proxy or present by electronic means at a virtual or hybrid meeting shall be a quorum.
34. 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 shareholders, 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 date, time and place as the 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 shareholders present shall be a quorum.

35. The Chair or in their absence the Deputy Chair of the Board shall occupy the chair at General Meetings. If at any meeting neither is present within fifteen minutes after the time appointed for holding the same, or shall be unwilling or unable to preside, the shareholders present shall choose some Director, or if no such Director be present, or if all the Directors present decline to take the chair, they shall choose some shareholder who shall be present to preside.
36. The person chairing a General Meeting at which a quorum is present may (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 shareholders shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
37. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the person chairing the Meeting or by at least ten shareholders present in person or by proxy. Unless a poll be so demanded a declaration by the person chairing the Meeting the Meeting 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 Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.
38. Subject as hereinafter provided, if a poll be demanded in the manner aforesaid, 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.
39. No poll shall be demanded on the election of a chairman of a meeting, or on any question of adjournment.
40. In the case of an equality of votes, whether on a show of hands or on a poll, the person chairing the Meeting shall be entitled to a second or casting vote.
41. 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.

USE OF PROXY BY SHAREHOLDERS

42. A proxy can only be appointed by a written instrument, signed on behalf of the appointer and in such form (if any) as the Directors have approved.

43. The instrument appointing a proxy and any authority under which it is signed (or a copy of such authority certified in such form as may be required by the Directors) may:
- 43.1 be deposited (including by Electronic Means) as specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
 - 43.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - 43.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the person chairing the meeting,
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
44. 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 Charity by or on behalf of that person.
45. An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
46. 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.
47. 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.

BOARD

48. The number of Directors shall not be less than 6 nor more than 9.
49. No person shall serve as a Director of the Company who is not a Supporter of the Company.
50. In each year, the number nearest to one-third of the Directors (rounded to the nearest whole

number) shall retire by rotation. Subject to the provisions of the Act, the Directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment but as between persons who became or were last appointed or reappointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

51. The Company shall give notice to shareholders not less than 90 days before the proposed date for the next Annual General Meeting of the Company of those Directors who shall retire at such meeting. The notice shall state a date by which the next Annual General Meeting of the Company shall be held and that nominations for election as Director shall be received by the Company Secretary at least fifty-six days before that date.
52. If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for their reappointment is put to the meeting and lost.
53. No person other than a Director retiring by rotation shall be appointed or reappointed at any Annual General Meeting unless not less than fifty-six nor more than one hundred and fifty days before the date appointed for the meeting, notice executed by five shareholders has been given to the Company of the intention to propose, second and support that person for appointment or reappointment stating the particulars which would if they were so appointed or reappointed be required to be included in the Company's Register of Directors together with notice executed by that person of their willingness to be appointed or reappointed.
54. Not less than fourteen clear days before the date appointed for holding an Annual General Meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who has been nominated and seconded for election or re-election to the Board. The notice shall give the particulars of that person which would, if he or she were to be so appointed or reappointed, be required to be included in the Company's Register of Directors.
55. The Board may from time to time and at any time appoint any person either to fill a casual vacancy or by way of addition to the Board, provided that the prescribed maximum (nine) be not thereby exceeded. Any person so appointed shall retain their office only until the following Annual General Meeting. Any person so appointed shall be eligible for re-election.

NOMINATIONS COMMITTEE

56. The Board shall establish a Nominations Committee whose functions are to:
 - 56.1 actively search for suitable candidates for Board vacancies in accordance with the requirements identified by the Board; and
 - 56.2 to offer to interview all candidates nominated for Board positions and report to the Board on their suitability for appointment, such reports to be available to shareholders where the Nominations Committee makes a positive recommendation in respect of a candidate.

57. The Nominations Committee shall be 5 in number and a quorum will be three. At least one member of the Committee must not be a Director of the Company. No Director being considered for re-election in any year may serve on the Nominations Committee in that year.
58. It shall be understood that no candidate is required to be interviewed by the Nominations Committee, and a failure or a refusal to be interviewed is no bar to any candidate standing for office if they have achieved the endorsement of the required five supporters.

POWERS OF THE BOARD

59. The business of the Company shall be managed by the Board who may exercise all such power of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company in General Meeting, subject nevertheless to such limitations as may be fixed by a Special Resolution of the persons voting at a General Meeting, to any regulations of these presents, and to the provisions of the statutes for the time being in force and affecting the Company.
60. Without prejudice to other powers given by these Articles the Board may exercise all powers of the Company to borrow money, and to mortgage or charge its undertaking and property or any part thereof, to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company, subject to Clause 4 of the Memorandum of Association of the Company.
61. The Board shall have the power from time to time to adopt and make alter or revoke rules for the regulation of the Company and otherwise for the furtherance of the objects for which the Company is established, provided that no alteration shall be made to Clause 2 (Objects) or Clause 6 (Dissolution) of the Memorandum of Association or this Article until the approval in writing of the Charity Commission shall have been obtained, and no alteration shall be made which would have the effect of causing the Company to cease to be a charity in law. All such rules for the time being in force shall be binding upon all Directors until the same shall cease to have effect as hereinbefore provided or shall be varied or set aside by a special resolution of the Company.
62. The Directors for the time being may act notwithstanding any vacancy in their body; provided always that in case the Directors are reduced in number to less than the minimum number prescribed by or in accordance with these presents (six), it shall be lawful for them to act as the Board for the purpose of admitting persons to Directorship, filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

SECRETARY

63. The Company Secretary shall be appointed by the Board for such time at such remuneration (if not a Director) and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The Board may from time to time by resolution appoint an assistant or deputy secretary, and any person so appointed may act in place of the Secretary should there be no Secretary or no Secretary capable of acting.

CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY

64. A Director must declare, as soon as possible and at the latest at the beginning of the meeting at which the matter is to be discussed or before the passing of any written resolution of the Directors, the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.
65. Any Director who is or becomes a Conflicted Director in relation to any matter to be discussed by the Directors must:
- 65.1 absent themselves from those discussions, unless the eligible Directors invite the Conflicted Director to remain in order to provide information to assist the eligible Directors in their discussions; and
 - 65.2 be absent during any vote and have no vote on the matter whether at a meeting or by written resolution of the Directors, and shall not be counted in the quorum for that part of the discussion.
66. Subject to the provisions of the Act, and provided that they have disclosed to the other Directors the nature and extent of any interest in accordance with Article 25, a Director may be an unpaid director or other officer of any undertaking in the same group as the Charity or in which the Charity or any undertaking in the same group as the Charity is otherwise interested. The conditions in Article 2 apply to this authorisation.
67. If a Conflict arises for a Director because of a duty of loyalty owed to another organisation or person and that Conflict is not authorised by virtue of any other provision in the Articles, the eligible Directors may authorise that Conflict where the following conditions apply:
- 67.1 the Conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - 67.2 the Conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting;
 - 67.3 the eligible Directors consider it is in the interests of the Charity to authorise the Conflict in the circumstances applying; and
 - 67.4 the Conflict does not involve a direct or indirect benefit of any nature to a Director or to a Connected Person.

68. Any authorisation of a Conflict under Article 28 may:
- 68.1 (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 68.2 impose upon the Conflicted Director such other terms for the purposes of dealing with the Conflict as the Directors think fit; and
 - 68.3 provide that, where the Conflicted Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Director) information that is confidential to a third party, they shall not be obliged to disclose that information to the Charity, or to use it in relation to the Charity's affairs where to do so would amount to a breach of that confidence.
69. Where the eligible Directors authorise a Conflict under Article 28, the Conflicted Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the eligible Directors in relation to the Conflict.
70. The Directors may revoke or vary any authorisation given under Article 69 at any time, but this shall not affect anything done by the Conflicted Director prior to such revocation or variation in accordance with the terms of such authorisation.

DISQUALIFICATION OF DIRECTORS

71. The office of a Director shall be vacated:
- 71.1 if a receiving order is made against them or they make any arrangement or composition with their creditors;
 - 71.2 if they die;
 - 71.3 if they have become physically or mentally incapable of acting as a Director and may remain so for more than three months (and this is confirmed in writing by a registered medical practitioner) and are removed accordingly by a resolution of a majority of the other Directors;
 - 71.4 if they cease to be a Supporter;
 - 71.5 if by notice in writing to the Company they resign their office;
 - 71.6 if they are disqualified under the Charities Act 2011 from acting as a charity trustee or are prohibited by law from being a director of a company;

- 71.7 if they shall not attend three consecutive meetings of the Board may removed accordingly by a resolution of a majority of the other Directors and shall not be eligible to serve as a Director for one year after such removal;
- 71.8 if they are removed by the shareholders in accordance with the provisions of the Companies Act; or
- 71.9 if they are removed from office by a vote of their fellow Directors conducted in accordance with the procedure set out below.

REMOVAL OF DIRECTOR

- 72. If, in the opinion of one or more Directors, there are grounds to remove another Director from office, the following procedure shall be followed:
 - 72.1 The matter must be discussed by the other Directors and if a majority believe there is a case to answer, the reasons for concern must be reduced to writing and provided to the accused Director;
 - 72.2 The Directors may decide to suspend a Director under question by majority vote of the other Directors. Such suspension has immediate effect as soon as the Director under question is notified of it and during the suspension the Directors under question may not exercise any of the powers or privileges of a Director;
 - 72.3 A meeting of the Directors must be held not less than 14 days after the accused Director has received written notice of the concerns. At that meeting the Director under question must be permitted a reasonable opportunity to answer the matters of concern either in person or by representations in writing;
 - 72.4 A vote will then be taken among the Directors other than the Director under question. A two-thirds majority of the Directors present (other than the Director under question) is required to remove the Director under question from office.

PROCEEDINGS OF THE BOARD

- 73. The Board shall meet at least four times a year 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 which shall not be less than four. Matters for resolution arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the person chairing the meeting shall have a second or casting vote. At least seven days' notice of every Board Meeting must be given to each Director save only that if a quorum of Directors is present and they decided that the business is urgent and cannot wait for a meeting with normal notice, then that urgent business may be conducted.
- 74. On the request of four Directors the Secretary shall, at any time summon a meeting of the

Board, within twenty-one days of such application being received by written notice served upon the Directors. At least fourteen days written notice of such meeting shall be given to every Director with details of the business to be considered thereat.

75. The Board shall from time to time elect a Chair and a Deputy Chair. The Chair shall preside at all meetings of the Board at which they are present, and the Deputy Chair shall preside in the Chair's absence. The Board shall determine for what period they are to hold office. If at any meeting the Chair or Deputy Chair are not present within five minutes after the time appointed for holding the meeting and willing and able to preside, the Directors shall choose one of their number to act as temporary chair of the meeting until the Chairman or Deputy Chairman arrives.
76. A meeting of the Board at which a quorum (four Directors) is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Board generally.
77. Subject to Article 43, a meeting of the Board may be held in such a way as may be agreed by the Directors, provided all participants may communicate with all the other participants simultaneously. This may include:
 - 77.1 physical meetings where all participants are present in the same room;
 - 77.2 virtual meetings where all participants access the meeting virtually;
 - 77.3 hybrid meetings where some participants attend physically and some attend virtually; and
 - 77.4 satellite meetings where there are two or more physical venues linked virtually and all participants are physically with at least one other participant,and in this Article, "virtually" means by telephone link, video link, or other technology enabling all participants to communicate with one another in real time without being physically present in the same place.
78. In deciding how to conduct their meetings, the Directors must have regard to the impact their choice of venue or virtual platform has on how accessible their meeting is to all potential participants.
79. The Board may delegate any of their powers except under Article 72 to committees consisting of such Directors and other persons 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 Board. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. All acts and

proceedings of such committees shall be reported back to the Board as soon as possible.

80. All acts bona fide done by the meeting of the Board or of any committee of the Board or by any person acting as a Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director.
81. The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Company and of the Board and of committees of the Board, and all business transacted at such meetings, and any such minutes of any meeting, if approved by the Board at the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
82. A resolution in writing agreed by not less than two-thirds of the eligible Directors (or members of a committee) is as valid as a resolution passed at a meeting, provided that the number of eligible Directors (or committee members) voting in favour of the resolution is equal to or exceeds the number set as a quorum for a meeting of the Directors (or the committee). For the purposes of this Article, the resolution may be contained in more than one document.

ACCOUNTS

83. The Board shall cause accounting records to be kept in accordance with Section 386 of the Act including Annual Returns and the requirements of charitable law.
84. The Company in General Meeting may from time to time impose reasonable restrictions as to the time and manner of the inspection by the shareholders, other than Directors, of the accounts and books of the Company, or any of them, and subject to such restrictions the accounts and books of the Company shall be open to the inspection of such members at all reasonable times during business hours.
85. At the Annual General Meeting in every year the Board shall lay before the Company a proper profit and loss account for the period since the last preceding account made up to a date not more than ten 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 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 thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served.

AUDIT

86. Once at least in every calendar year the accounts of the Company 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.

87. Auditors shall be appointed and their duties regulated in accordance with the Act.

BANKERS

88. All bank accounts shall be kept in the name of the Company at such bank or banks as the Board shall from time to time appoint, and payments shall only be drawn, signed and endorsed in such manner as the Board shall from time to time direct.

NOTICES

89. A notice shall be served by the Company upon any shareholder either personally or by sending it through the post in a prepaid letter, addressed to such member at their registered address as appearing in the register of members or by e-mail to an e-mail address provided by the shareholder to the Company.
90. Any shareholder described in the Register of shareholders by an address not within the United Kingdom, who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon them, shall be entitled to have notices served upon them at such address, or at an e-mail address as provided as above but, save as aforesaid and as provided by the Act, only those shareholders who are shareholders described in the Register of shareholders by an address within the United Kingdom shall be entitled to receive notices from the Company by post.
91. Any notice, if served by post, shall be deemed to have been served three days after the date on which the letter containing the same is put into the post, and in providing 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. If served by e-mail, any notice will be deemed to have been served one hour after it was sent.

DISSOLUTION

92. Clause 11 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

INDEMNITY

93. Subject to the provisions of Section 232 of the Act, these Articles, and of the Memorandum of Association, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by them in the execution and discharge of their duties or in relation thereto.

INSURANCE

94. The Directors may decide to purchase and maintain insurance, at the expense of the Company,

for the benefit of any relevant officer in respect of any relevant loss.

95. In Article 63;

95.1 a 'relevant officer' means any Director or other officer or former Director or other officer of the Company or an associated company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not they are also a director or other officer), to the extent they act in their capacity as auditor;

95.2 a 'relevant loss' means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, and associated company; and

95.3 companies are 'associated' if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

THE SEAL

96. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board, and in the presence of at least two members of the Board, and the said members shall sign every instrument to which the Seal shall be affixed in their presence, and in favour of any purchaser or person at the time dealing with the Company such signature shall be conclusive evidence of the fact that the Seal has been properly affixed. A Register shall be kept of such dealings.