

THE COMPANIES ACT 1985

- and -

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

SENSORY INTEGRATION NETWORK (UK & IRELAND) LIMITED

(Adopted by special resolution passed DRAFT 2009)

Boyes Turner Draft 3 – 14 July 2009

Incorporated – 9 March 2004

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THE COMPANIES ACT 1985

- and -

THE COMPANIES ACT 2006

NEW

ARTICLES OF ASSOCIATION

OF

SENSORY INTEGRATION NETWORK (UK AND IRELAND) LIMITED

(Adopted by special resolution passed DRAFT 2009)

1. **INTERPRETATION**

1.1 In these articles:

1.1.1 The table below gives the meaning of certain words as they are used in these Articles:

“the Act”	means the Companies Act 1985 together with the provisions of the Companies Act 2006 for the time being in force on the date of the adoption of these Articles;
“address”	means a postal address or, for the purposes of electronic communication, a fax number, an e-mail address or a text message number in each case registered with the Company;
“Board”	the board of Directors from time to time;
“Chairperson”	a Director appointed by the Board from time to time to chair Board meetings and general meetings of the Company in addition to those duties outlined in Article 6.1.1;
“clear days”	in relation to the period of a notice means a period excluding: <ul style="list-style-type: none">• the day when the notice is given or deemed to be given; and• the day for which it is given or on

which it is to take effect;

“the Company”	means Sensory Integration Network (UK and Ireland) Limited intended to be regulated by these articles;
“the Directors”	means the Directors of the Company from time to time;
“Executive Committee”	a committee of members appointed under such name pursuant to Article 18;
“Financial Year”	1 April to 31 March (or such other dates as shall be agreed by the Board) in any year;
“Honorary Member”	any individual from time to time invited by the Board to become such a member of the Company under Article 3 and entered as such in the register of members of the Company;
“Member”	any individual (who is not solely an Honorary Member) from time to time holding membership of the Company under Article 3 and entered as such in the register of members of the Company;
“the memorandum”	means the memorandum of association of the Company;
“officers”	includes the Directors and the secretary;
“secretary”	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company including a joint, assistant or deputy secretary;
“Table A”	means Table A in force under the Act; and
“the seal”	means the common seal of the Company if it has one.

- 1.2 Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 1.3 Unless the context otherwise requires words or expressions contained in these articles have the same meaning as in the Act but excluding any statutory modification not in force when this constitution becomes binding on the Company.

- 1.4 Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.
- 1.5 Regulations 2 to 35 inclusive, 54, 55, 57, 59, 73 - 80, 94, 102 to 108 inclusive, 110, 114, 116 and 117 of Table A shall not apply to the Company, but the articles hereinafter contained and subject to the modifications hereinafter expressed, the remaining regulations of Table A shall constitute the articles of association of the Company. In regulation 1 of Table A the definition of 'the holder' shall be omitted.
- 1.6 Any reference in these articles to a 'person' includes an individual, company or other corporate entity, unincorporated association, partnership or trust.
- 1.7 Words importing the singular number only shall include the plural number and vice versa and words importing any gender shall include all genders.

2. **PURPOSE**

The Company is established for the purposes expressed in the Memorandum of Association.

3. **MEMBERS**

3.1 Membership shall be comprised of:

3.1.1 Members; and

3.1.2 Honorary Members

each with the rights and subject to the obligations set out in Articles 3.2, 3.3 and 3.8.

3.2 Honorary Members shall be entitled to receive notice of and to attend at any general meeting of the Company but shall not be entitled to vote at any such meeting unless the business of such meeting includes the consideration of a resolution directly and adversely affecting any of the rights attached to Honorary Members. On a vote taken at any such meeting of the Honorary Members every member who is present in person shall have one vote on a show of hands.

3.3 Members shall be entitled to receive notice of and to attend and vote at any general meeting of the Company.

3.4 Membership is open to:

3.4.1 those individuals who are Members or Honorary Members as at the date of adoption of these Articles;

3.4.2 individuals who are occupational therapists, physiotherapists and speech and language therapists;

- 3.4.3 individuals who are health and educational professionals, students and carers;
- 3.4.4 any individual registering for a course run by the Company;
- 3.4.5 any individual applying to become a Member of the Company; and
- 3.4.6 other individuals who, following a resolution of the Board:
 - (a) are invited to apply to the Company to become Members or Honorary Members (in the form required by the Directors); and
 - (b) are approved by the Board.
- 3.5 The admission of any individual as a Member or Honorary Member to the company shall conform to the following regulations and conditions:
 - 3.5.1 such individual must, on first applying for such membership, confirm to the Company in such form as the Board shall from time to time require that it wishes to become a Member or Honorary Member of the Company (as the case may be) and that it agrees to be bound by the memorandum and articles of the Company from time to time;
 - 3.5.2 the Board shall hold complete discretion to decide whether to accept or reject an application for membership and shall not be required to state its reasons for accepting or rejecting any such application;
 - 3.5.3 in the event of an individual being admitted to membership of the Company that individual shall be included as a Member or Honorary Member (as the case may be) in the register of members of the Company.
- 3.6 Membership shall only be open to individual persons and is not transferable to anyone else.
- 3.7 The Directors must keep a register of names and addresses of the Members and Honorary Members.
- 3.8 So far as it is lawfully within their powers to do so, each of the Members and Honorary Members shall:
 - 3.8.1 attend the annual general meeting of the Company;
 - 3.8.2 support the work of the Company; and
 - 3.8.3 receive reports on Company performance and expenditure and provide feedback thereon to the Board.
- 3.9 A fee shall be payable by each Member in respect of each Financial Year, such fee to be agreed (from time to time) by a resolution of the Board following consultation with the Members in general meeting. The date on which such fee

shall be due and payable by each Member in each Financial Year shall be notified by the Company to each Member.

4. **TERMINATION OF MEMBERSHIP**

4.1 Membership shall be automatically terminated if:

4.1.1 the Company ceases to exist;

4.1.2 the Member or Honorary Member (as the case may be) resigns by giving at least thirty clear days written notice to the Company unless, after the resignation, there would be fewer than two Members;

4.1.3 any sum due from the Member to the Company whether by way of membership fee or otherwise, is not paid in full within three months of it falling due;

4.1.4 the Member or Honorary Member is removed from membership by a resolution of the Directors that it is in the best interests of the Company that its membership is terminated. A resolution to remove a Member or Honorary Member from membership may only be passed if:

(a) the Member or Honorary Member has been given at least twenty-one clear days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it is to be proposed; and

(b) the Member or Honorary Member has been allowed to make representations to the meeting.

5. **DIRECTORS**

5.1 No one may be appointed a Director if he or she would be disqualified from acting under the provisions of Article 9.

5.2 The number of Directors shall not exceed seven and shall not be fewer than five (unless otherwise determined by resolution of the Board).

5.3 A Director may not appoint an alternate Director or anyone to act on his or her behalf at meetings of the Directors.

6. **BOARD COMPOSITION**

6.1 The composition of the Board, which shall preferably be drawn from multiple disciplines including occupational therapists, physiotherapists and speech and language therapists, shall include:

6.1.1 a chairperson who shall sit on the Board to, amongst other things, run and conduct the business of Board meetings, ensure proper decision-making and observe rules of procedure ("Chairperson");

- 6.1.2 a vice-chairperson who shall sit on the Board to, amongst other things, assume the responsibility of the chairman, in the chairperson's absence and assist the chairperson in carrying out duties necessary to the smooth running of the Company;
- 6.1.3 a secretary who shall sit on the Board to, amongst other things, ensure good record-keeping, correspondence with the Board and Members and maintenance of Company registers;
- 6.1.4 a treasurer who shall sit on the board to, amongst other things, be responsible for managing the finances of the Company and ensure good financial record-keeping and production of annual accounts;
- 6.1.5 an education secretary who shall sit on the Board to, amongst other things, be responsible for development and delivery of educational material

plus two such additional Directors as shall be appointed to the Board from time to time in accordance with these articles.

7. POWERS AND ROLES OF DIRECTORS

- 7.1 The Board shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Act, the memorandum, these articles or any special resolution.
- 7.2 No alteration of the memorandum or these articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.
- 7.3 Any meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.
- 7.4 Each of the Directors will be able to vote on all issues raised at meetings of the Board of Directors with the exception of the executive Directors (if any) who will be unable to vote on issues relating to executive Director remuneration as outlined in Article 10 below.
- 7.5 So far as it is lawfully within its powers to do so the Board shall:
 - 7.5.1 actively further the aims of the Company in accordance with an annual business plan;
 - 7.5.2 ensure good use of funds aimed at the Company's client base;
 - 7.5.3 agree and practise strategies to be employed by the Company to achieve performance targets;
 - 7.5.4 oversee the Company's recruitment policy and agree the appointment of executive Directors;

7.5.5 monitor Company expenditure against forecasts and, where applicable, deal with overspend; and

7.5.6 support the treasurer from time to time in managing the Company's funding relationships.

8. THE APPOINTMENT AND RETIREMENT OF DIRECTORS

8.1 The Directors may, by majority vote, appoint any individual who has served on the Executive Committee for a minimum of two years and who is willing to act to be a Director and otherwise the Directors may, by unanimous vote, appoint any individual who is willing to act to be a Director.

8.2 Any individual who is willing to act, shall be appointed as Director at a general meeting provided that:

8.2.1 not less than 14 nor more than 35 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed be required to be included in the Company's register of directors together with notice executed by that individual of his willingness to be appointed; and

8.2.2 the individual is approved by the Directors

and provided that, no less than seven nor more than 28 clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of the notice duly given to the Company of the intention to propose the individual at the meeting for appointment as a director and who has been approved by the Directors. The notice shall give particulars of that individual which would, if they were so appointed, be required to be included in the Company's register of directors.

8.3 The provisions of this Clause 8 shall apply provided that the appointment of any individual as a Director does not cause the number of Directors to exceed any number fixed by or in accordance with these articles as the maximum number of Directors of the Company.

8.4 A Director who has been in the office for two continuous years shall retire at the annual general meeting next following such two year anniversary and, subject to Article 9.1.5, where the Company, at the meeting at which such Director retires, does not fill the vacancy the retiring Director shall, if willing to act be deemed to be reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the director is put to the meeting and lost.

9. DISQUALIFICATION AND REMOVAL OF DIRECTORS

9.1 A Director shall cease to hold office if he or she:

- 9.1.1 ceases to be a Director by virtue of any provision in the Act or is prohibited by law from being a Director;
 - 9.1.2 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
 - 9.1.3 resigns as a Director by notice to the Company (but only if at least five Directors will remain in office when the notice of resignation is to take effect);
 - 9.1.4 is absent without the permission of the Directors from three consecutive meetings held and the Directors resolve that his or her office be vacated; or
 - 9.1.5 has been a Director for a maximum of four years and the Directors resolve that his or her office be vacated.
- 9.2 A Director shall cease to hold office where it is deemed reasonably necessary by a majority of the Board to remove a Director from the Board.
- 9.3 The executive Directors (if any) will cease to hold their Board position when their employment as an executive Director with the Company is terminated unless the Directors agree otherwise in writing.

10. **DIRECTORS' REMUNERATION**

- 10.1 The Directors, with the exception of the executive Directors (if any), shall not be paid any remuneration unless it is authorised by the memorandum and/or article 11 of these articles.
- 10.2 The assessment of an executive Director's remuneration level must be fixed and approved by the Directors (or any committee appointed pursuant to article 18) who are not executive Directors themselves. Executive Directors will not be allowed to vote on this issue and may be required to leave during any debate being carried out on this issue.

11. **PROCEEDINGS OF DIRECTORS**

- 11.1 The Directors may regulate their proceedings as they think fit, subject to the provisions of the articles.
- 11.2 Any three Directors may call a special meeting of the Directors, provided that five working days notice of such meeting is given to the other Directors.
- 11.3 The secretary must call a meeting of the Directors if requested to do so by at least three of the Directors.
- 11.4 Other than in respect of special meetings, a minimum of four (quarterly) meetings of the Board shall be held annually.
- 11.5 Questions arising at a meeting shall be decided by a majority of votes.

- 11.6 In the case of an equality of votes the Chairperson (or, if different, the person who chairs the meeting) shall not have a second or casting vote.
- 11.7 No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made.
- 11.8 The quorum for a meeting of Directors shall be five or such number as may be decided from time to time by the Directors.
- 11.9 A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is interested and shall not be entitled to vote on any such decision.
- 11.10 If the number of Directors is fewer than the number fixed as the quorum, the continuing Directors or Director may act only to call a Board meeting with the purpose of filling vacancies.
- 11.11 If the Chairperson is not present within ten minutes after the time appointed for a meeting of the Directors, the Directors present may appoint one of their number to chair that meeting.
- 11.12 The Chairperson shall have no functions or powers except those conferred by these Articles or delegated to him or her by the Directors.
- 11.13 In paragraph (c) of regulation 94 of Table A the word 'debentures' shall be substituted for the words 'shares, debentures or other securities' in both places where they occur.
- 11.14 All or any members of the Board may participate in a meeting of the Board by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in the quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the Chairman of the meeting is.
- 11.15 Subject to the provisions of Section 182 of the Companies Act 2006, a Director may be interested directly or indirectly, in any contract, transaction or arrangement with the Company or in which the Company is interested and the provisions of article 11.9 shall apply.
- 11.16 A Director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company.
- 11.17 A Director may benefit from indemnity insurance cover purchased at the Company's expense.
- 11.18 No Director may:
- 11.18.1 buy any goods or services from the Company;

11.18.2 sell goods, services, or any interest in land to the Company;

11.18.3 receive any other financial benefit from the Company,

unless the payment is permitted by the Memorandum of Association of the Company and these Articles and the Directors follow the procedure and observe the conditions set out in Articles 11.19 to 11.23 below.

11.19 A Director may be employed by the Company or enter into a contract for the supply of goods or services to the Company (including the provision of education related services) in addition to acting as a Director.

11.20 A Director may receive interest on money lent to the Company at a reasonable and proper rate to be decided upon by the Directors.

11.21 A Director may receive rent from premises let by the Director to the Company if the amount of the rent and the other terms of the lease are reasonable and proper.

11.22 The Company and its Directors may only rely upon the authority provided by Articles 11.18 to 11.23 if each of the following conditions is satisfied:

11.22.1 the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances;

11.22.2 the Director is absent from the part of any meeting at which there is discussion of:

(a) his or her employment or remuneration, or any matter concerning the contract; or

(b) his or her performance in the employment, or his or her performance of the contract; or

(c) any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under Articles 11.18 to 11.23; or

(d) any other matter relating to a payment or the conferring of any benefit permitted by Articles 11.18 to 11.23;

11.22.3 the Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting;

11.22.4 the other Directors are satisfied that it is in the interests of the Company to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest);

11.22.5 the reason for the Board's decision is recorded by the Directors in the minute book; and

11.22.6 a majority of the Directors then in office have received no such payments.

11.23 The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is:

11.23.1 a partner;

11.23.2 an employee;

11.23.3 a consultant;

11.23.4 a Director; or

11.23.5 a shareholder, unless the shares of the Company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

12. **FINANCIAL STATEMENTS**

12.1 The financial statements (including the audited accounts) of the Company together with the Chairperson's report for the immediately preceding financial year shall be delivered to the Members and Honorary Members in accordance with section 424 of the Companies Act 2006.

13. **GENERAL MEETINGS**

13.1 All Members' meetings shall be called General Meetings.

13.2 The Directors may call a General Meeting at any time.

13.3 A General Meeting may also be convened on such requisition, or in default may be convened by such requisitionists as provided by sections 303 to 306 of the Companies Act 2006.

14. **NOTICE OF GENERAL MEETINGS**

14.1 The minimum periods of notice required to hold a General Meeting of the Company are:

14.1.1 twenty-one clear days for a General Meeting called for the passing of a special resolution;

14.1.2 fourteen clear days for all other General Meetings.

14.2 A General Meeting may be called by the shorter notice if it is so agreed by 90% of the Members entitled to attend and vote.

- 14.3 The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an Annual General Meeting, the notice must say so.
- 14.4 The notice must be given to all the Members and to the Directors and auditors.
- 14.5 The Company may send notice or supply documents or information to Members by making them available on a website or other electronic means.
- 14.6 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

15. **PROCEEDINGS AT GENERAL MEETINGS**

- 15.1 The words 'and at any separate meeting of the holders of any class of shares in the company' shall be omitted from regulation 44 of Table A.
- 15.2 Paragraph (d) of regulation 46 of Table A shall be omitted.
- 15.3 No business shall be transacted at any General Meeting unless a quorum is present in accordance with Article 15.4 below.
- 15.4 A quorum for a General Meeting is twelve Members entitled to vote upon the business to be conducted at the meeting.
- 15.5 If a quorum is not present within half an hour from the time appointed for the meeting or during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Directors present shall determine in accordance with article 15.6 below.
- 15.6 Where a meeting is adjourned, in accordance with 15.5 above, the Directors present must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 15.7 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present at that time shall constitute the quorum for that meeting.
- 15.8 General Meetings shall be chaired by the Chairperson. If there is no such Chairperson or he or she is not present within fifteen minutes of the time appointed for the meeting a Director or Member nominated by the other Members present shall chair the meeting.
- 15.9 Any vote at a meeting shall be decided by a show of hands of the Members and in the case of equality the person chairing the meeting shall have a second or casting vote in addition to any other vote he or she may have.
- 15.10 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive.

- 15.11 The result of the vote must be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded.
- 15.12 A resolution in writing signed by each Member who would have been entitled to vote upon it had it been proposed at a General Meeting shall be effective. It may comprise several copies each signed by one or more Members.

16. **VOTES OF MEMBERS**

- 16.1 Subject to Articles 3 and 10 and the next paragraph, every Member shall have one vote.
- 16.2 No Member shall be entitled to vote at any General Meeting or at any adjourned meeting if the Member owes any money to the Company.
- 16.3 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

17. **WRITTEN RESOLUTION**

- 17.1 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened and held.
- 17.2 The resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more Directors.

18. **DELEGATION**

- 18.1 The Directors may delegate any of their powers or functions to a committee or working group consisting of one or more Directors, but the terms of any delegation must be recorded.
- 18.2 The Directors may impose conditions when delegating, including the conditions that:
- 18.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate;
 - 18.2.2 no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Directors;
 - 18.2.3 persons appointed to any sub committee by the Directors may be co-opted as the Directors deem appropriate and need not be either existing Members or Directors provided that a Director is the chair of any such committee.
- 18.3 The Directors may revoke or alter a delegation.

18.4 All acts and proceedings of any committees must be fully and promptly reported to the Directors.

18.5 A Director must absent himself or herself from any discussions of the Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

18.6 All acts done by a meeting of Directors, or of a committee of Directors, shall be valid notwithstanding the participation in any vote of a Director:

18.6.1 who was disqualified from holding office;

18.6.2 who had previously retired or who had been obliged by the constitution to vacate office;

18.6.3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if without:

18.6.4 the vote of that Director; and

18.6.5 that Director being counted in the quorum;

the decision has been made by a majority of the Directors at a quorate meeting.

19. **MINUTES**

19.1 The Directors must keep minutes of all:

19.1.1 appointments of officers made by the Company;

19.1.2 proceedings at meetings of the Company which shall be submitted to the Chairperson for signature;

19.1.3 meetings of the Directors and committees of Directors including:

(a) the names of the Directors and other participants present at the meeting;

(b) the decisions made at the meetings; and

(c) where appropriate the reasons for the decisions.

19.2 The words 'of the holders of any class of shares in the Company' shall be omitted from regulation 100 of Table A.

20. **ACCOUNTS**

- 20.1 The Directors must prepare for each financial year accounts as required by sections 394 and 395 (or, if applicable, sections 399 and 403) of the Companies Act 2006. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- 20.2 The Directors must keep accounting records as required by sections 386 to 389 of the Companies Act 2006.

21. **NOTICES AND INFORMATION**

- 21.1 Any notice to be given to or by any person pursuant to the articles:
- 21.1.1 must be in writing; or
 - 21.1.2 must be given using electronic communications
- and the Company may send, convey or supply all types of notices, documents or information to Members by making them available on a website (or by other electronic means).
- 21.2 The Company may give any notice to a Member either:
- 21.2.1 personally to the Member; or
 - 21.2.2 by sending it by registered post in prepaid envelope addressed to the Member at the Member's address; or
 - 21.2.3 by leaving it at the address of the Member; or
 - 21.2.4 by giving it using electronic communications to the Member at the Member's address.
- 21.3 The second sentence of regulation 112 of Table A shall be omitted.
- 21.4 The words 'or of the holders of any class of shares in the Company' shall be omitted from regulation 113 of Table A.
- 21.5 A Member who does not register an address with the Company shall not be entitled to receive any notice from the Company.
- 21.6 A Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 21.7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

21.8 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

21.9 A notice shall be deemed to be given:

21.9.1 48 hours after the envelope containing it was posted; or

21.9.2 in the case of an electronic communication, 48 hours after it was sent.

22. **INDEMNITY**

22.1 Subject to the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs.

22.2 The Company may buy and maintain insurance against any liability falling upon its directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs.

23. **DISSOLUTION**

If upon the 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 amongst the Members and Honorary Members, but shall be transferred to some other institution having objects similar to the objects of the Company or to some other institution the objects of which are the promotion of charity and anything incidental or conducive thereto, such institution or institutions to be determined by the Members at or before the time of dissolution.

Signatures, Names and Addresses of Subscriber:

NORMAN YOUNGER
39a Leicester Road
Salford
Manchester M7 4AS

Dated: 25 February 2004

Witness to the above signature:

MIRIAM YOUNGER
39a Leicester Road
Salford
Manchester M7 4AS

Secretary