**THE COMPANIES ACTS 1985 - 2006**

**COMPANY LIMITED BY GUARANTEE AND NOT**

**HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION of ACTION ON ELDER ABUSE**

**1. NAME**

The name of the Company ("the Company") is Action on Elder Abuse.

1. **REGISTERED OFFICE**

The registered office of the Company will be in England and Wales.

1. **OBJECTS**

The object for which the Company is formed shall be to promote the relief of elderly people and prevent elder abuse through raising awareness, education, research and the dissemination of information.

**4. POWERS**

4.1 The Company will have the following powers which can only be exercised to further its objects:

4.1.1 to undertake primary purpose trading;

4.1.2 to raise funds and to invite and receive contributions, but in raising funds the Company must not carry out any substantial permanent trading activities and must comply with any relevant legal requirements;

4.1.3 to work with other agencies or organisations having similar aims, to encourage the provision and development of appropriate support and educational services, and where appropriate merge with other charities having similar aims;

4.1.4 to affiliate to any charity having similar objects;

4.1.5 to support or oppose any change in the law which may affect the Company’s objects (or the achievement of them) and to comment publicly on social, political or economic issues which relate to the Company’s objects or their achievement;

4.1.6 to conduct research and collect information about issues relevant to the purposes of the Company and make it available to interested people and organisations;

4.1.7 to create, hold and/or produce performances, exhibitions, conferences, workshops, courses and other educational events and training programmes using any available medium;

4.1.8 to write create and/or publish text or material using any available medium;

4.1.9 to draw or accept cheques and other types of funds and to operate bank or other accounts in the name of the Company;

4.1.10 to employ staff, agents or consultants and to provide for their proper payment including any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependants;

4.1.11 subject to such consents as may be required by law:

4.1.11.1 to buy, lease, hire or otherwise acquire any property, assets or rights and to construct, maintain and alter any buildings or works;

4.1.11.2 to sell, let, licence, mortgage or dispose of all or any of the property or assets of the Company;

4.1.11.3 to borrow or raise money for the purposes of the Company on such terms and on such security as it shall think fit, but the Company shall not undertake any permanent trading activities (other than primary purpose trading) in raising funds to achieve its charitable objects;

4.1.11.4 to lend money on such terms and subject to such security as may be thought fit;

4.1.11.5 to invest any money of the Company not immediately needed for its purposes in any way as it shall think fit and to take professional investment advice where necessary;

4.1.12 to establish and support (or help in the establishment and support of) any charitable organisation and to subscribe or guarantee money for charitable purposes;

4.1.13 to insure and arrange insurance cover to protect its directors and officers against the liabilities referred to in clause 4.2 but subject to the restrictions set out in clause 4.3;

4.1.14 to provide (alone or with others), at such places as the Company may think fit, facilities for the supply of food and drink, but such food and drink shall only be available to people taking part in the activities of the Company;

4.1.15 to do all other lawful things which further any or all of the above objects.

4.2 The liabilities referred to in clause 4.1.13 are:-

4.2.1 any liability for negligence, default, breach of duty or breach of trust of which the director or officer may be guilty;

4.2.2 the liability to make a contribution to the Company’s assets under section 214 of the Insolvency Act 1986 *(wrongful trading)*;

4.3.1 The following liabilities are excluded from clause 4.2.1:-

4.3.1.1 fines;

4.3.1.2 the costs of unsuccessfully defending criminal prosecutions for offences resulting from the fraud, dishonesty or wilful or reckless misconduct of the director or officer;

4.3.1.3 liabilities to the company resulting from conduct which the director or officer knew or ought to have known was not in the best interests of the Company.

4.3.2 There is excluded from clause 4.2.2 any liability to make a contribution where the director is liable because he/she knew before the insolvent liquidation (or recklessly failed to become aware) that there was no reasonable prospect of the Company avoiding going into insolvent liquidation.

4.4 HOWEVER:

4.4.1 If the Company takes or holds any property which is subject to any trusts, the Company will be bound by those trusts.

4.4.2 If the Company takes or holds any property which is subject to the jurisdiction of the Charity Commission, the Company must only deal with it in a way which complies with sections 36 and 37 of the Charities Act 1993 (or any amendment of that Act).

1. **RESTRICTIONS ON DISTRIBUTIONS**

5.1 The income and property of the Company shall only be used to achieve the objects of the Company, as set out in this Memorandum of Association. Except as stated in this clause and in clause 6 no part of the income or property may be paid or transferred to the members of the Company and no director may be appointed to any office of the Company which is paid or entitles the director to any other financial benefit from the Company.

5.2 EXCEPT THAT nothing in this clause 5 shall prevent the payment:

5.2.1 of reasonable payment for any services provided to the Company by any member, officer or employee of the Company who is not a director;

5.2.2 of reasonable out of pocket expenses for officers, members and directors incurred on behalf of the Company;

5.2.3 (subject to the restrictions in clauses 4.3.1 and 4.3.2) of premiums for trustee indemnity insurance cover.

# 6. DEALINGS WITH DIRECTORS

# 6.1 No director may receive any payments or other financial benefits from the Company unless the payment is permitted by Clause 6.2 and the directors observe the conditions set out in Clause 6.3 (or the directors obtain the Charity Commission’s written approval).

6.2 The payments to directors permitted under Clause 6.1 are:

6.2.1 a benefit from the Company in the director’s capacity as a beneficiary of the Company;

6.2.2 a salary as an employee of the Company or a payment under a contract for the supply of goods or services to the Company;

6.2.3 interest on money lent to the Company at a reasonable rate not above 2% per year below the base rate of a clearing bank to be agreed by the directors;

6.2.4 rent for premises let by the director to the Company if the amount of the rent and the other terms of the lease are reasonable.

6.3 The Company and its directors may only rely upon the permission given by Clause 6.2 if each of the following conditions is satisfied:

6.3.1 the director is not paid for undertaking the responsibilities and obligations arising from the directorship;

6.3.2 the sums paid to the director are not more than what is reasonable in all the circumstances;

6.3.3 the director is absent from the part of any meeting at which there is discussion of his interest or proposed interest, he does not vote on the matter and is not counted when calculating whether a quorum of directors is present at the meeting.

6.3.4 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 and a majority of the directors then in office have received no such payments.

6.3.5 the reason for their decision is recorded by the directors in the minutes.

6.4 The employment or payment of a director includes the engagement or payment of any firm or company in which the director is a partner, employee, consultant, director, member or 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.

6.5.1 Proper declarations must be made in order to comply with section 175 of the Companies Act 2006 where a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, such as where the director may have a personal financial interest in a transaction with the Company.

6.5.2 An unconflicted director may authorise such a conflict in writing following proper receipt of notice of such a conflict.

**7. ALTERATIONS**

7.1 No additions, alterations or amendments shall be made to these Memorandum or Articles of Association except by special resolution passed at a General Meeting. No additions, alterations or amendments shall be made to Clause 3, Clause 5, Clause 6, Clause 10 or this Clause without prior consent in writing of the Charity Commission, nor shall any additions, alterations or amendments be made which would have the effect that the Company ceases to be a Company to which Section 30 of the Companies Act 1985 *(exemption from use of word “Limited” in company name)* applies.

**8. LIMITATION OF LIABILITY**

The liability of the members is limited.

**9. GUARANTEE**

If the Company is wound up while a person is a member, or within one year after that person ceases to be a member, that person agrees to contribute such amount as may be required (not exceeding £1) for:

9.1 payment of the debts and liabilities of the Company contracted before that person ceases to be a member, and of the costs, charges and expenses of winding up; and

9.2 the adjustment among themselves of the rights of those contributing to the debts and liabilities.

**10. WINDING UP**

If the Company is wound up and any assets are left after all its debts and liabilities have been satisfied these assets will not be distributed among the members of the Company. Instead, they will be given to some other charity or charities with similar objects to the Company and whose governing document forbids the distribution of income and property to at least the same extent as is set out in Clause 5 of this Memorandum. The charity or charities will be determined by the members of the Company at or before the time of winding up, failing which the assets will be given to some other charitable object which the Charity Commission shall approve. Nothing in this Memorandum of Association shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.

**THE COMPANIES ACTS 1985 - 2006**

**COMPANY LIMITED BY GUARANTEE AND**

**NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION of ACTION ON ELDER ABUSE**

1. **DEFINITIONS AND INTERPRETATION**
   1. In these Articles the words in the first column of the Table below bear the meaning opposite them in the second column:

WORDS MEANINGS

Act ................................. the Companies Act 1985 including any alteration or re-enactment of it

Articles .......................... these Articles of Association and the regulations of the Company from time to time in force

clear days .............................. in relation to the period of a notice means the periods excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

directors ........................... the directors of the Company (and "director" has a corresponding meaning)

Electronic Communication …….. have the meaning give by the Electronic Communications

and Communication ……………. Act 2000

month ................................... calendar month

office .............................. the registered office of the Company

secretary ........................... any person appointed to perform the duties of the secretary of the Company

United Kingdom ............ Great Britain and Northern Ireland

in writing .............................. written and/or printed and other methods of representing or reproducing words in a visible form including Electronic Communication

1.2 Singular words shall include the plural and vice versa.

1.3 A “person” or “people” shall include organisations.

1.4 “Auditor” shall in appropriate cases include an independent examiner under SORP 2005 or any regulations derived from it or any replacement SORP or regulations.

1.5 Subject to the above, any words or expressions defined in the Act shall have the same meanings in these Articles unless they are obviously out of context.

1. **PURPOSES**

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

1. **MEMBERSHIP**
   1. The Members of the Company are the subscribers to the Memorandum of Association and such other people over the age of 18 and/or such organisations as the Company shall admit to membership.
   2. The Company shall observe the provisions of section 352 of the Companies Act 1985, and every member of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member.
   3. Failure to pay any subscription or any other sum due to the Company within six months of it falling due shall result in the disqualification of a member.
   4. The directors shall have the right for any good reason to end the membership of any member PROVIDED ALWAYS that the member shall have a right to be heard at a meeting of no less than one week’s notice before a final decision is made.
   5. Membership cannot be transferred to anyone else and ends on the member’s death.
   6. A member may resign by giving written notice to the secretary.

**4. GENERAL MEETINGS**

* 1. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at a time and place to be fixed by the Company, and the notices calling it shall say that it is the Annual General Meeting, except that

4.1.1 the first Annual General Meeting must be called within 18 months of the Company being formed;

4.1.2 every Annual General Meeting except the first shall be held within 15 months of the previous one;

4.1.3 if the Company holds its first Annual General Meeting within 18 months after its incorporation it need not hold another one in the year following incorporation.

* 1. An Extraordinary General Meeting is a General Meeting which is not an Annual General Meeting.

4.3.1 Extraordinary General Meetings may be called by the directors whenever they think fit.

4.3.2 An Extraordinary General Meeting must also be convened if 10% of the members request in writing that an Extraordinary General Meeting is called PROVIDED THAT Section 303 of the Companies Act 2006 is complied with.

* + 1. If the directors cannot form a quorum because of deaths or resignations they must call an Extraordinary General Meeting at which the only agenda item may be the appointment of more directors.

4.4 Notice of General Meetings must be given to the members, directors and auditors of the Company. The notices shall:

4.4.1 give at least 21 clear days’ written notice for every Annual General Meeting and of every meeting called to pass a Special Resolution;

4.4.2 give at least 14 clear days’ written notice for every other General Meeting;

4.4.3 state the place, the day and the hour of meeting, and in the case of special business the general nature of that business.

4.5 If a meeting of the Company is called by shorter notice than required by these Articles it will be treated as properly called if agreed:-

4.5.1 in the case of the Annual General Meeting by all the members entitled to attend and vote; and

4.5.2 in the case of any other meeting by a majority of the members entitled to attend and vote at the meeting who also represent at least 90% of the total voting rights of all the members.

4.6 The accidental failure to give notice of a meeting to (or the non-receipt of a notice by) any person entitled to receive notice will not invalidate any business done at any meeting.

**5. PROCEEDINGS AT GENERAL MEETINGS**

* 1. Ordinary Business at an Annual General Meeting is:
     1. considering the income and expenditure account and balance sheet
     2. the reports of the directors and the Auditors
     3. the election of directors in the place of those retiring
     4. the appointment of the Auditors (if necessary)
     5. the fixing of the Auditors’ fees (if necessary)
  2. Special Business is all business done at an Extraordinary General Meeting and all business done at an Annual General Meeting except Ordinary Business.
  3. No business shall be done at any General Meeting unless a quorum of members is present when the meeting starts. A quorum is the lesser of 1/10 or 25 of the members, but if a quorum is not present half an hour after the General Meeting was due to start, or if during the meeting a quorum ceases to be present, then
     1. if the meeting was called pursuant to Article 4.3.2 it shall be cancelled;
     2. in any other case it shall be adjourned to the same day in the next week, at the same time and place, or at such other time and/or place as the directors may decide.

5.3.3 if a quorum is not present half an hour after the adjourned meeting was due to start the members present shall be a quorum.

5.4 The Chair (if any) of the directors shall chair every General Meeting, but if

5.4.1 there is not a Chair, or

5.4.2 the Chair is not present 15 minutes after the time the meeting was due to start, or

5.4.3 the Chair does not want to preside

then the members present and entitled to vote shall choose a director to chair the meeting, but if none of the directors present will take the chair the members present and entitled to vote shall choose a member of the Company to take the chair.

5.5 A director shall be entitled to attend and speak at any General Meeting even if that director is not a member of the Company

5.6 The Chair may with the consent of any meeting at which a quorum is present (and shall do so if directed to by the meeting) adjourn the meeting, but

5.6.1 no business shall be done at any reconvened meeting other than the business left unfinished at the adjourned meeting;

5.6.2 if a meeting is adjourned for 30 days or more, notice of the reconvened meeting shall be given in the same way as for an original meeting. Otherwise the members shall not be entitled to any notice of an adjournment, or of the business to be done at a reconvened meeting.

#### 6. VOTING

6.1 Subject to Article 6.8, every member shall have one vote.

* 1. No member shall be entitled to vote at a General Meeting unless all monies owed by that member to the Company have been paid.

6.3 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or upon the declaration of the result of the show of hands a poll is demanded by the Chair or by 3 members having the right to vote at the meeting or by a member or members representing at least one-tenth of the total voting rights of all the members having the right to vote,

6.4 Unless a poll is demanded, a declaration by the Chair of the meeting that a resolution has been carried or lost by a particular majority or unanimously and which is entered in the minute book of the Company will be conclusive evidence of that fact.

6.5 The demand for a poll may be withdrawn.

6.6 Subject to the provisions of Article 6.7, if a poll is demanded under Article 6.3 it will be taken at such time and place and in such a way as the Chair of the meeting shall direct.

6.7 No poll shall be demanded on the election of a chair of a meeting, or on any question of adjournment.

6.8 If the votes are equal, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a second or casting vote.

6.9 The demand for a poll shall not prevent the continuance of a meeting for the doing of any business other than the question on which a poll has been demanded.

6.10 On a poll votes may be given either personally or by proxy. With regard to proxies:-

6.10.1 The appointment of a proxy shall be signed by the person for whom he or she is to be the proxy.

* + 1. To be valid the proxy shall be delivered to the registered office of the Company

at least 48 hours before the time for holding the meeting at which the person named intends to vote.

6.10.3 A document appointing a proxy shall be in the following form (or as near to it as possible):-

“I/We of being a member/members of the above Company appoint the chairman of the board of directors or if he/she is not present then the person who chairs the general meeting in his/her place as my/our proxy to vote for me/us on my/our behalf at the [annual][extraordinary] general meeting of the Company to be held on and at any adjournment thereof

Signed this day of 20[ ]

……………………………………………………………….

This form is to be used [in favour of][against]\* the resolution. Unless instructed the proxy will vote as he thinks fit.

\*strike out whichever is not desired”

**7. BOARD OF DIRECTORS**

7.1 The number of directors shall never be less than 3 and the maximum number shall be 15. The first directors are the people named on the statement delivered to the Registrar of Companies under section 10 of the Act.

* 1. The directors may at any time co-opt any person (who need not be a member of the Company) as a director, either to fill a casual vacancy or by way of addition to their number, provided that the maximum referred to in Article 7.1 is not exceeded and the total number of co-opted persons does not exceed one-third of the total number of directors. Any member co-opted shall remain in office only until the next Annual General Meeting, but shall then be eligible for re-election.
  2. The directors shall have the power to:
     1. manage the business of the Company and pay expenses incurred in the promotion and formation of the Company as they think fit,
     2. exercise all the powers of the Company which are not required to be exercised by the Company in General Meeting.

but no regulation made by the directors shall invalidate anything done before the regulation was made.

* 1. In the exercise of their powers and in the management of the business of the Company the directors are charity trustees within the meaning of section 97 of the Charities Act 1993.

7.5 The directors may act even if there are vacancies but if the number of directors reduced to less than the minimum number referred to in Article 7.1 they can only act for the purposes of admitting persons to membership of the Company or filling up vacancies in their body or summoning a General Meeting.

7.6 All cheques and other monetary instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise made in such a way as the directors shall decide.

7.7 The directors shall ensure that minutes are made of all appointments of officers made by the directors, of the names of the directors present at each directors’ meeting, of all resolutions and proceedings at all meetings of the Company and the names of the directors present at each meeting of the Company. The minutes of any meeting if signed by the Chair of the meeting (or by the Chair of the following meeting) will be conclusive evidence of the facts stated in the minutes.

**8. DISQUALIFICATION OF DIRECTORS**

The office of director shall be vacated if a director:

8.1 ceases to be a director under any provision in the Act or the Companies Act 2006 or is disqualified from acting as a director under section 72 of the Charities Act 1993; or

8.2 becomes unable because of mental disorder, illness or injury to manage the director’s own property and affairs; or

8.3 is involved in any contract with the Company and fails to declare the nature of the director’s interest by giving notice at the first meeting at which the contract is discussed or at the first meeting after the director becomes involved in the contract; or

8.4 resigns by notice in writing to the Company; or

8.5 is removed from office by a resolution passed under section 168 of the Companies Act 2006; or

* 1. fails without reasonable excuse to attend three consecutive meetings of the directors; or

8.7 if a majority of the directors vote to remove him from office on any ground as long as he has been given an opportunity to be heard at a Board Meeting.

**9. ROTATION OF DIRECTORS**

9.1 At the first Annual General Meeting and at each following Annual General Meeting one-third of the directors for the time being (or if their number is not a multiple of three then the number nearest to one-third) shall retire from office.

9.2 The directors to retire shall be those who have been longest in office since their last election or appointment. As between directors of equal seniority the directors to retire shall be selected by lot unless they agree otherwise. A retiring director shall be eligible for re-election.

* 1. At the meeting at which a director retires the Company may appoint a new director in place of the retiring director. If standing for re-election the retiring director shall be deemed to have been re-elected, unless at the meeting it is expressly resolved not to replace the retiring director; or a resolution for the re-election of the retiring director shall have been put to the meeting and lost.

9.4 No person other than a director retiring at the meeting shall be eligible for election as director at any General Meeting unless (a) that person is recommended by the directors for election or (b) the secretary is given notice in writing by a member qualified to attend and vote at the meeting, not less than 4 nor more than 21 clear days before the date set for the meeting, of that member's intention to propose that person and of that person’s willingness to be elected.

9.5 The Company may in General Meeting increase the number of directors and decide in what rotation the additional directors shall retire, and it may make the appointments necessary for effecting any such increase.

9.6 To the extent that it is practical to do so, the membership is encouraged to try to ensure that at all times there is at least one serving director from each of the four home countries, namely England, Scotland, Wales and Northern Ireland.

### 10 PROCEEDINGS OF THE DIRECTORS

* 1. The directors may meet together to do the Company’s business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for conducting business, except that the quorum for meetings of the directors shall never be less than 1/3 or 3 (whichever is the greater number) of the directors. Directors may take part in meetings by videolink or teleconferencing.
  2. Questions arising at any meeting shall be decided by a majority of votes. If the votes are equal the Chair shall have a second or casting vote.

10.3 A director may (and on the request of a director the secretary will) call a meeting of the directors by serving a notice on the directors. A director whose address in the register of directors is outside the United Kingdom shall not be entitled to notice of a meeting unless that director has given the Company an address in the United Kingdom at which notices can be served.

* 1. The directors may
     1. elect a Chair who shall be entitled to chair all meetings of the directors at which the Chair shall be present,
     2. decide how long the Chair will hold office,
     3. choose one of their number to chair the meeting if the Chair is not present within 15 minutes after the time appointed for holding the meeting or the Chair does not want to preside.

10.5 A meeting of the directors at which a quorum is present can exercise all the powers which all the directors have.

* 1. The directors may delegate any of their powers to sub-committees consisting of any directors and others as they think fit, and any committee so formed shall observe any regulations imposed on it by the directors, report to the directors on any decisions taken as soon as possible and not exceed any budget which has been approved in advance by the directors.
  2. All acts done in good faith by any meeting of the directors or by any committee of the directors, or by any person acting as a director, shall be valid even if it is discovered later that the appointment or continuance in office of any director was faulty or they or any of them were disqualified from holding office or had retired.
  3. A resolution in writing signed by all directors shall be as valid as if it had been passed at a valid meeting of the directors. A resolution signed by all members of any committee of directors shall be valid as if it had been passed at a valid meeting of that committee.

**11. SECRETARY**

11.1 The Company may have a secretary and the directors may appoint the secretary on such terms and conditions as they may think fit but no director shall be paid for being the secretary. The first secretary (if any) shall be the person named as secretary in the statement delivered to the Registrar of Companies under section 10 of the Act. Any secretary may be removed by the directors. The provisions of sections 270 and 274 of the Companies Act 2006 shall apply and be observed.

11.2 The directors may by resolution appoint an assistant or deputy secretary, and any person so appointed may act in place of the secretary if there be no secretary or no secretary capable of acting;

11.3 A director who is also the secretary cannot sign a document as director and (separately) as secretary.

**12. DEEDS**

Any document to be executed as a deed shall only be valid if signed and delivered as a deed on behalf of the Company by a director and the secretary, or by two directors, and any person dealing with the Company shall accept those signatures as conclusive evidence of the fact that the document has been properly executed.

**13. COMPANY ACCOUNTS AND ANNUAL RETURN**

The directors must comply with their duties under the Act and the Companies Act 2006 to prepare accounts and an Annual Return and to send them to the Registrar of Companies

**14. CHARITIES ACT ANNUAL REPORT AND RETURN**

The directors must comply with their obligations under the Charities Act 1993 to prepare an annual report and an annual return and to send them to the Charity Commission.

### 15. NOTICES

15.1 A notice may be served by the Company on any member either personally or by post to that member at the address contained in the register of members (or alternative United Kingdom address notified to the Company by that member); or by electronic communication to an email address notified to the Company by that member.

15.2 Any notice served by post shall be deemed to have been served on the third day after it is put into the post.

15.3 An electronic communication shall be deemed to have been properly served if it was sent in accordance with the guidance issued by the Institute of Chartered Secretaries and Administrators.

# 16. REGULATIONS

16.1 The directors may from time to time make such rules or bye laws as they may think fit for the proper running and management of the Company, and in particular they may through such rules or bye laws regulate:

16.1.1 the admission of members including:-

16.1.1.1 the admission of organisations to membership;

16.1.1.2 the classes of membership;

16.1.1.3 the rights of members;

16.1.1.4 the conditions of membership; and

16.1.1.5 the entrance fees, subscriptions and other fees or payments to be made by members;

16.1.2 the conduct of members of the Company in relation to one another;

16.1.3 the use of the Company’s premises at any particular time or for any particular purpose;

16.1.4 the procedure at General Meetings and meetings of the directors and committees of the directors where the procedure is not regulated by the Articles or the Act or the Companies Act 2006;

16.1.5 generally all matters as are usually the subject matter of company rules.

16.2 The Company in General Meeting shall have power to alter, add to or repeal any rules or bye laws EXCEPT THAT no rule or bye law may conflict with or affect or repeal anything contained in the Memorandum or the Articles.

16.3 The directors shall give notice to members of the Company of the rules and bye laws, which shall be binding on all members of the Company.

**17 WINDING UP**

Clause 10 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if it was set out in full in these Articles.

### 18 INDEMNITY

In relation to the affairs of the Company, subject to the provisions of the Act and the Companies Act 2006 and apart from any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred

18.1 in defending any civil or criminal proceedings in which judgement is given in that person’s favour or which results in acquittal or

18.2 in connection with any application in which relief is granted to that person by the court from liability for negligence, default, breach of duty or breach of trust.