

**The Companies Act 1985 to 1989**

**Private Company Limited by Guarantee**

**And Not Having a Share Capital**

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## **MEMORANDUM AND ARTICLES**

### **OF ASSOCIATION**

### **THE NORTH OF ENGLAND REFUGEE SERVICE**

### **LIMITED**

**Company number 3643622**

**Incorporated on 5<sup>th</sup> October 1998**

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# **MEMORANDUM AND ARTICLES OF ASSOCIATION**

## **THE NORTH OF ENGLAND REFUGEE SERVICE**

### **LIMITED**

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

**MEMORANDUM OF ASSOCIATION OF  
THE NORTH OF ENGLAND REFUGEE SERVICE LIMITED**

**COMPANY NAME**

1 The Company's name is "THE NORTH OF ENGLAND REFUGEE SERVICE LIMITED".

**COUNTRY OF SITUATION**

2. The Company's registered office is to be situated in England and Wales

**OBJECTS AND POWERS**

3. The objects of the Company are:-

(1) To provide relief for refugees (including Convention refugees, refugee communities, people with exceptional leave to remain, asylum seekers and ex-detainees) in the counties of Northumberland, Tyne and Wear, Durham, Cleveland and Cumbria without distinction of age, sex, race, national, political or religious or other opinions, by associating the national and local statutory authorities, voluntary organisations and inhabitants in a common effort to advance education, the protection of health and the relief of poverty, distress or sickness and to provide facilities in the interests of social welfare for recreation and leisure time occupation for the refugees of the area of benefit with the object of improving the conditions of life for refugees

2. In order to achieve any of the objects listed above the Company may:

- (a) raise funds by any means, including raising subscriptions from members, obtaining donations and grants from any persons or organisations and the holding of money-raising events of any kind;
- (b) collect and disseminate information on all matters affecting the said objects and exchange such information with other bodies having similar objects whether in this country or overseas
- (c) open and operate one or more bank accounts;
- (d) borrow money on such terms and giving such security if any) as the Executive Committee think fit; and for these purposes the Company may execute any type of mortgage, charge, debenture or security over the Company's property;

- (e) lend money and give credit to any person, company or organisation on such terms and on such security (if any) as the Executive Committee think fit
- (f) invest any of the Company's money that is not immediately required in such investments, securities or property as the Executive Committee think fit (but subject to any conditions or consents that may be imposed by law)
- (g) acquire any land or buildings (whether freehold, leasehold or on licence) and any rights over or connected with any property; construct, maintain, improve, develop and alter any such land or buildings; sell, grant leases or licences over, dispose of, mortgage or turn to account any such land or buildings;
- (h) subject to clause 4 of this memorandum, employ full-time and part-time officers and employees and contract for services to be provided by any person, or organisation; and pay wages, salaries and fees for any services rendered to the Company and make reasonable provision for paying pensions, superannuation, sickness, redundancy and other benefits and make reasonable provision for the welfare of officers and employees and their relatives and dependants;
- (i) engage solicitors, accountants and other professional advisers to advise and act for the Company and pay the fees and expenses of any such persons; pay the expenses of forming and registering the Company;
- (j) join or co-operate or enter into partnership with any other organisation having objects similar to, compatible with or support the objectives of the Company, and support any such organisation (including by making grants or loans), provided its constitution prohibits the distribution of income and property to at least as great an extent as is imposed on the Company by this memorandum
- (k) do all such other things which are lawful and necessary or expedient for the promotion of the Company's objects.

**PROVIDED THAT;**

- (i) The Company may not conduct any permanent trading activities.
- (ii) The objects of the Company do not include the regulation of workers and employers or the organisations of workers and organisations of employers.
- (iii) If the Company takes or holds any property which is subject to any trusts, the Company may deal with or invest that property only as is allowed by law, having regard to such trusts.
- (iv) If the Company takes or holds any property which is subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company may not sell, mortgage, charge or lease that property without such authority, approval or consent as is required by law. The Executive Committee of the Company will be chargeable for any such property as may come into their hands and answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property, in the same manner and to the same extent as they would have been if no incorporation had been effected. The incorporation of the Company will not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Executive Committee and they shall, as regards any such property, be subject jointly and separately to such control or authority as if the Company were not incorporated.

## **NO DISTRIBUTION OF ASSETS**

4. The Company's income and property may be used only for the promotion of its objects and no part of the income or property may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any member or members of the Company, and no member of the Executive Committee of the Company may be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

Nothing in this clause shall prevent:

- (a) the payment in good faith of reasonable and proper remuneration to any member, officer or employee of the Company (who is not a member of the Executive Committee) for any services rendered to the Company, or the payment to any member of the Executive Committee of reasonable and proper out of pocket expenses incurred in the proper performance of their duties;
- (b) the payment in good faith of interest at a reasonable and proper rate not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the members of the Executive Committee on any money lent to the Company by any member, officer or employee, or by any person, company or organisation with which any member, officer or employee is connected;
- (c) the payment in good faith of reasonable and proper rent for premises demised or let to the Company by any member, officer or employee, or by any person, company or organisation with which any member, officer or employee is connected;
- (d) any proper payment made in good faith to another company in which a member of the Executive Committee has an interest, provided s/he does not hold more than 1 per cent. Of the capital of that other company, in which case the member of the Executive Committee shall not (only by reason of such interest) be bound to account for any share of the profits s/he may receive in respect of such payment.

## **LIMITED LIABILITY**

5. The liability of the members is limited.

## **MEMBERS' GUARANTEE**

6 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while s/he is a member or within one year after s/he ceases to be a member, for payment of the Company's debts and liabilities contracted before s/he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories themselves.

## **DISTRIBUTION OF ASSETS ON WINDING UP**

7. If, when the Company is wound up or dissolved, there remains any property whatsoever after all the debts and liabilities have been satisfied, that property may not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions which have objects which are similar to the objects of the Company, and which prohibit the distribution of income or property to at least as great an extent as is imposed on the Company by clause 4 of this memorandum. The institution or institutions concerned shall be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such decision, then to some other charitable object.

**We, the subscribers to this memorandum of association, wish to be formed into a Company**

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**Names and addresses of subscribers**

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**Dated**

**Witness to the above signatures**

THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

## ARTICLES OF ASSOCIATION OF THE NORTH OF ENGLAND REFUGEE SERVICE LIMITED

### OBJECTS

1. The Company is established for the objects set out in the memorandum of association

### MEMBERS

(a) The subscribers to the memorandum are first members of the Company

(b) Membership is open to individuals (over the age of eighteen years), bodies corporate and unincorporated associations who are interested in furthering the work of the Company, but no person, body corporate or unincorporated association may be admitted as a member of the Company unless approved by the Executive Committee. A member of the Company which is a body corporate or an unincorporated association is called a "member organisation" in these articles.

(c) A person, body corporate or unincorporated association which wishes to become a member must deliver to the Company an application form containing such information as the Executive Committee require.

(d) Each member organisation must appoint an individual to represent it and to vote on its behalf at of the Company, and may appoint an alternate to stand in for its appointed representative at any such meeting that the representative is unable to attend.

(e) Each member organisation must notify the name of its representative and any alternate to the Secretary. If the representative or alternate resigns from or otherwise leaves the member organisation s/he forthwith ceased to be the representative of the member organisation.

### CLASSES OF MEMBERS

3. The Company may have different classes of members if the Company makes Rules to that effect. If Rules are made which create different classes of members, those Rules must set out the rights of the different classes

## **CESSATION OF MEMBERSHIP**

4. (a) A member may at any time resign from membership of the Company by giving written notice. Membership is not transferrable to any other person or organisation.

(b) The Executive Committee may unanimously and for good reason terminate the membership of any individual or member organisation. Provided that the individual or the representative of the member organisation concerned shall have the right to be heard by the Executive Committee, accompanied by a friend, before a final decision is made.

## **SUBSCRIPTIONS**

5. (a) The general meeting may make Rules for the payment of joining fees and/or subscriptions by members. The Rules may specify the amount of the fees or subscriptions, the method of payment and collection and all other arrangements. The Rules may be altered from time to time by the general meeting. If there are different classes of members, the Rules may specify that different amounts of fees or subscriptions and different arrangements for their collection apply to different classes.

(b) Every member must pay to the Company any fees or subscriptions which are payable under the Rules.

(c) If a member fails to pay a fee or subscription within three months after it became due s/he is then no longer a member of the Company. On payment of all arrears of fees or subscriptions which became due while s/he was a member s/he may (subject to any Rules of the Company) apply to be re-admitted as a member.

## **ANNUAL GENERAL MEETINGS**

6. (a) The Executive Committee must call Annual general Meetings in accordance with these articles.

(b) The first Annual General Meeting must be held within eighteen months after the date of incorporation of the Company.

(c) In every calendar year after the year of the first Annual General Meeting, the Company must hold an Annual General meeting and not more than fifteen months may elapse between the date of one Annual General Meeting and the date of the next.

## **BUSINESS OF ANNUAL GENERAL MEETINGS**

7. The usual business of an Annual General meeting is:

- (i) the consideration of the accounts, balance sheets, reports of the executive Committee and, if the Company has auditors, the auditors;
- (ii) the election of members of the Executive Committee; and
- (iii) unless the Company is exempt from any legal requirement to have auditors, the appointment of auditors and the fixing of their remuneration (if any)

Any other business included in the notice calling the meeting shall be specified as special business

## **EXTRAORDINARY GENERAL MEETINGS**

8. (a) All general meetings other than Annual General Meetings are called Extraordinary General Meetings

(b) The Executive Committee may call Extraordinary General Meetings whenever they think fit.

## **MEMBERS RIGHT TO REQUISITION MEETINGS**

9.(a) The Executive Committee must convene an Extraordinary General Meeting if one is requisitioned by members, that is if a meeting is requested in writing by not less than one-tenth of the voting members at the date of the requisition.

(b) The requisition must state the purpose of the meeting and must be signed by the members serving the requisition. It must be deposited at the registered office.

(c) The Executive Committee must within 21 days after such a requisition being served, give notice of an Extraordinary General Meeting. The date of the meeting must be not more than four weeks after the date of the notice.

(d) If the Executive Committee do not call a meeting within 21 days after one has been requisitioned, one-half or more of the members who requisitioned it may themselves call the meeting. A meeting called in this way must be held within three months after the period of 21 days mentioned above has elapsed. Any reasonable expenses incurred by those calling a meeting because the Executive Committee have failed to do so shall be repaid to them by the Company.

## **NOTICE OF GENERAL MEETINGS**

10 (a) Subject to the provisions for meetings being held on short notice in paragraphs (b) and (c) below.

- (i) Not less than 21 clear days' notice is required to call an Annual General Meeting or an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a member of the Executive Committee;
- (ii) Not less than 14 clear days' notice is required to call any other Extraordinary General Meeting.

(b) an Annual General Meeting may be called on short notice (that is notice of less than 21 clear days) if this is agreed in writing by all the members who are entitled to attend and vote at the meeting.

(c) an Extraordinary General Meeting may be called on short notice (that is notice of less than the 21 or 14 clear days mentioned in paragraph (a) above) if this is agreed in writing by ninety-five per cent. Of the members who are entitled to attend and vote at the meeting.

11. (a) A notice calling a general meeting must be in writing and must specify the date, time and place of the meeting, the general nature of the business to be transacted and whether the meeting is an Annual General Meeting or an Extraordinary General Meeting.

(b) if any special or extraordinary resolution is to be proposed, the exact wording of that resolution must be stated in the notice.

(c) The notice must be given to all the members who are entitled to attend the meeting and to the members of the Executive Committee and the auditors. The notice may be given to a member personally or by sending it by post to the member at her/his address as shown in the register of members or by delivering it by hand to that address. A notice sent by post is deemed to have been delivered forty-eight hours after it was posted, unless this is proved not to be the case

(d) Proof that an envelope containing the notice was properly addressed, prepaid and posted is conclusive evidence that the notice was given.

(e) A member who attends a meeting is deemed to have received notice of the meeting and of the purposes for which it was called.

12. The accidental omission to give notice of a meeting to any person entitled to receive notice, or the fact that any such person has not received the notice, does not invalidate the proceedings of that meeting.

### **QUORUM AT GENERAL MEETING**

13. (a) No business may be transacted at any general meeting unless a quorum is present. The quorum is one-tenth of the persons who are entitled to attend and vote, or any ten such persons, whichever is the greater.

(b) The persons who are entitled to attend and vote are:

- (i) any member who has voting rights
- (ii) any representative or alternate of a member organisation

A member, corporate representative or alternate who is not entitled to vote on the business to be transacted does not count as part of the quorum while that business is being transacted.

14 If a quorum is not present within half an hour after the time for the start of the meeting, or if during a meeting a quorum ceases to be present, the meeting must be adjourned to such reasonable time and place as the Executive Committee decide.

### **CHAIRING THE MEETING**

15. Before any other business is transacted at the first Annual General Meeting the persons present shall appoint a Chairperson of the meeting. The Chairperson shall be the Chairperson at all subsequent General Meetings, but if s/he is not present or resigns as Chairperson the persons present shall, before any other business is transacted, appoint a Chairperson of the meeting.

### **ADJOURNMENT**

16. a general meeting may be adjourned by an ordinary resolution. No business may be transacted at an adjourned meeting except business which might properly have been transacted at the original meeting. If a meeting is adjourned for fourteen days or more, at least seven days' notice of the adjourned meeting must be given. Otherwise no notice of an adjourned meeting need be given. Notice of an adjourned meeting must be given in the same manner and contain the same information as the notice of any other general meeting.

### **VOTING**

17. (a) A resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is duly demanded

(b) A poll may be demanded by the chairperson or by any two voting members. The demand for a poll must be made not later than the declaration of the result of the vote on a show of hands.

(c) If a poll is demanded, it must be taken in accordance with any rules made by the Company in accordance with these articles or, if there are no Rules which apply, in such manner as the chairperson directs.

18. A poll demanded on the election of a chairperson or on a question of adjournment must be taken straight away. A poll demanded on any other question must be taken either straight away or at such time and place as the chairperson directs, provided this is not more than thirty days after the poll is demanded.

19. No notice need be given of a poll not taken straight away if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven days' notice must be given specifying the time and place at which the poll is to be taken.

### **CHAIRPERSON'S CASTING VOTE**

20. If equal numbers of votes are cast for and against an ordinary resolution the chairperson is entitled to a second or casting vote in addition to any other vote s/he may have.

### **WRITTEN RESOLUTIONS**

21. A written resolution in writing signed by all the members who are entitled to attend the general meeting and vote on the resolution is as valid and effective as if it had been passed at a general meeting. Such a written resolution may consist of several identical papers each signed by one or more members.

### **VOTING RIGHTS**

22. Every member of the Company has one vote on any resolution at a general meeting.

23. No objection as to the qualification of any voter may be raised except at the meeting at which that vote is tendered. The chairperson's decision as to any objection is final.

### **EXECUTIVE COMMITTEE**

24. The Executive Committee comprise not less than ten and not more than sixteen members.

### **APPOINTMENT AND RETIREMENT OF EXECUTIVE COMMITTEE**

#### **Annual Retirement and Appointment**

25. (a) At every Annual general meeting the members shall elect from amongst themselves not less than six and not more than twelve members of the Executive Committee.

(b) At the end of every Annual General Meeting all the members of the previous Executive Committee must retire and all the members of the newly-elected Executive Committee take office, except that the Chairperson of the previous Executive Committee shall continue to act until the election of the new Chairperson at the first meeting of the newly elected Executive Committee.

(c) A member of the Executive Committee who retires at an Annual General Meeting may be re-elected or reappointed if s/he is willing to act.

#### **Co-option by the Executive Committee**

26 The Executive Committee may co-opt not more than six additional members of the Executive Committee.

#### **HONORARY OFFICERS**

27 At the first meeting after each Annual General Meeting the Executive Committee shall elect from among themselves a Chairperson, a Vice-Chairperson, a Secretary and a Treasurer who shall hold office from the conclusion of that meeting.

#### **DISQUALIFICATION AND REMOVAL OF MEMBERS OF THE EXECUTIVE COMMITTEE**

28. The Company may by ordinary resolution remove any member of the Executive Committee before the expiration of her/his period of office.

29. A person ceases to be a member of the Executive Committee if:

- (a) s/he ceases to be a member of the Executive Committee by virtue of any provision of the Companies Act or becomes prohibited by law from being a director of a company; or
- (b) s/he becomes bankrupt or makes any arrangement or composition with her/his creditors generally; or
- (c) s/he resigns by notice to the Company; or
- (d) s/he has been absent from meetings of the Executive Committee for more than six consecutive months and the Executive Committee resolve that s/he ceases to be a member of the Executive Committee.

#### **POWERS OF THE EXECUTIVE COMMITTEE**

30. (a) The business of the Company shall be managed by the Executive Committee who may exercise all the powers of the Company, subject only to the provisions of the Companies Act, the memorandum and articles, to any Rules made in accordance with these articles and to any directions given by special resolution of the general meeting.

(b) No alteration of the memorandum or articles and no Rule or direction shall invalidate any prior act of the Executive Committee which would have been valid if that alteration or Rule had not been made or that direction had not been given.

31. In the exercise of their powers and in the management of the business and affairs of the Company generally the members of the Executive Committee must always be mindful of the fact that they are charity trustees within the definition of section 97 of the Charities Act 1993 as the persons having the general control and management of the administration of a charity.

#### **DELEGATION OF POWERS**

32. The Executive Committee may delegate to any one or more of its members the transaction of any business or the performance of any act required to be transacted or performed in the execution of the trusts of the Charity and which is within the professional or business competence of any of its members acting on their behalf under this provision and must ensure that all their acts and proceedings are fully and promptly reported to them.

## **APPOINTMENT OF MANAGERS AND AGENTS**

33. The Executive Committee may appoint managers and other employees and decide on their powers, duties and terms of service, provided that no member of the Executive Committee may be appointed to any office of the Company paid by salary or fees or receive any remuneration or benefit in money or money's worth from the Company.

## **EXPENSES OF THE EXECUTIVE COMMITTEE**

34. The members of the Executive Committee may be paid all actual travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Executive Committee or general meetings of the Company in connection with the discharge of their duties.

## **MEETINGS OF THE EXECUTIVE COMMITTEE**

35. Subject to the provisions of the articles and any Rules, the Executive Committee may regulate their meetings and procedures as they think fit.

### **Calling Meetings**

36. Any member of the Executive Committee may call a meeting of the Executive committee. The Secretary must call a meeting if so requested by any member of the Executive Committee.

### **Voting**

37. Questions arising at a meeting shall be decided by a majority of votes.

### **Quorum**

38. No business may be transacted at a meeting of the Executive Committee unless a quorum is present. The quorum is one-third.

39. If at any time the number of members of the Executive Committee is less than the minimum number, the continuing members may continue to act, but if the number of members is less than the number fixed as the quorum, the continuing member (even if there is only one) may act for the purpose of filling vacancies or of calling a general meeting, but for no other purpose.

### **Chairperson**

40. The Chairperson presides at every meeting of the Executive Committee at which s/he is present. If s/he is not present within five minutes after the time for the start of the meeting, the members of the Executive Committee present may appoint one of their number to chair the meeting.

### **Validity of Executive Committee Acts**

41. All acts done by a meeting of the Executive Committee, or by a person acting as a member of the Executive Committee shall, notwithstanding that it was later discovered that there was a defect in the appointment of any member of the Executive Committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Executive Committee and had been entitled to vote.

## **WRITTEN RESOLUTIONS**

42. A resolution in writing signed by all the members of the Executive Committee entitled to receive notice of a meeting of the Executive Committee is as valid and effectual as if it had been passed at a meeting duly convened and held and may consist of several identical documents each signed by one or more members of the Executive Committee.

## **CONFLICTS OF INTEREST**

43. (a) A member of the Executive Committee may not vote at a meeting of the Executive Committee or of a committee of the Executive Committee on any resolution concerning a matter in which s/he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, and if s/he does vote her/his vote must not be counted.

(b) For the purposes of this article, an interest of a person who is, for any purpose of the Companies Act connected with a member of the Executive Committee shall be treated as an interest of that member.

44. A member of the Executive Committee must not be counted in the quorum present at a meeting in relation to a resolution on which s/he is not entitled to vote.

45. If a question arises at a meeting of the Executive Committee or of a committee of the Executive Committee as to the right of a member of the Executive Committee to vote, the chairperson's decision is final.

## **HONORARY COUNCIL**

46. The Honorary Council shall consist of such of the former Chairpersons of the general meeting and such of the former Chairpersons of the Executive Committee as wish to be members of the Honorary Council from time to time. The Honorary Council shall hold such meetings and regulate its proceedings as it thinks fit. Its function is to act as an advisor to the Executive Committee through its chairperson.

## **AUDITORS**

47. The Executive Committee must ensure that the Company complies with the requirements of the Companies Act and any other statutory provisions which applies to the Company with regard to the appointment of auditors and all provisions relating to the auditors' functions in relation to the Company.

## **MINUTES**

48. The Executive Committee must ensure that minutes are made:

- (a) of all appointments of members of the Executive Committee and Officers; and
- (b) of all general meetings and meetings of the Executive Committee, including the names of the members of the Executive Committee present.

## **THE COMPANY SEAL**

49. The Executive Committee may decide from time to time whether the Company shall have a seal. If the Company has a seal it may be used only with the authority of the Executive Committee.

The Executive Committee must decide who is to sign any document issued under seal. Unless the Executive Committee decide otherwise a document issued under seal must be signed by a member of the Executive Committee and by the secretary or by any two members of the Executive Committee.

## **ACCOUNTS**

50. The Company must keep such accounting records as are required by the Companies Act and any other Statutory provisions which affect the Company. No member (as such) has any right to inspect any accounting records or other book or document of the Company except as conferred by statute or authorised by the Executive Committee or by ordinary resolution of the general meeting.

## **NOTICES**

51. Any notice required by these articles to be given to or by any person (other than a notice calling a meeting of the executive Committee) must be in writing.

52. The Company may give any notice to a member in the manner specified in these articles for notices of general meetings.

## **INDEMNITY**

53. Subject to the provisions of the Act, every member of the Executive Committee, officer and auditor of the Company is to be indemnified out of the assets of the Company against any liability incurred by her/him in defending any proceedings (civil or criminal) in which judgement is given in her/his favour or in which s/he is acquitted or in connection with any application in which relief is granted to her/him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. This provision applies without prejudice to any other indemnity to which a member of the Executive Committee may be entitled.

## **RULES**

54 (a) The general meeting may from time to time make Rules for the proper conduct and management of the Company and all other matters which may properly be made the subject of such Rules.

(b) without prejudice top the generality of the above, the Rules may describe different classes of membership, and the rights, privileges and obligations of such classes, and may include Rules for the conduct of members, the use of the Company's assets and facilities, the procedures at general meetings and meetings of the members of the Executive Committee, and the admission, suspension, expulsion and general regulation of members.

(c) No Rule shall be inconsistent with the memorandum or articles of the Company or any provision of law.

## **INTERPRETATION**

55. In these regulations-

“the Companies Act” means the Companies Act 1985 including any statutory amendment or re-enactment of it when in force.

**“the articles” means these articles of association of the Company.**

**“clear days” in relation to the period of a notice means that period excluding the day when notice is given (or deemed to be given) and the day for which it is given or on which it which it is to take effect.**

**“executed” included any mode of execution.**

**“office” means the registered office of the Company.**

**“Rules” means any Rules made by the general meeting in accordance with these articles.**

**“the seal” means the common seal of the Company.**

**“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.**

**“the United Kingdom” means Great Britain and Northern Ireland.**

**Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Companies Act but excluding any statutory modification thereof not in force when these regulations became binding on the Company.**

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**Names and addresses of subscribers**

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**Dated: 14<sup>th</sup> September 1998**

**Witness to the above signatures:-**

**Daoud Zaaroura 130 Cardigan Terrace, Newcastle upon Tyne NE6 5HS**