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04.04.06

**Memorandum and
articles of association
of
Bristol, Clifton and West of England
Zoological Society Limited**

CA/1135816

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The Companies Act 1985

Company limited by shares

Memorandum of association

of

The Bristol, Clifton and West of England Zoological Society Limited

1. ***Company name***

The name of the company is Bristol, Clifton and West of England Zoological Society Limited ("**the Society**").

2. ***Registered office***

The registered office of the Society is to be situated in England and Wales.

3. ***Objects***

3.1 The Society's objects (the "**Objects**") are to advance:

- (a) the public understanding and the conservation of wildlife and the natural environment; and
- (b) the scientific study of plants and animals.

4. ***Powers***

4.1 In pursuance of the Objects, but not further or otherwise, the Society shall, subject to sub-clauses 4.2, 4.3 and 4.4, have the following powers:

- (a) to equip, improve and maintain the Society's zoological gardens at Clifton, Bristol (the "**Gardens**") and to establish, equip, improve and maintain such other zoological parks or gardens, nurseries, libraries, lecture rooms, laboratories or other facilities as the Trustees shall from time to time considers necessary to advance the Objects;
- (b) to open and operate bank accounts and other banking facilities and to draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills and other instruments;
- (c) to raise funds in support of the Objects through appeals, public meetings, annual subscriptions or otherwise and to receive and accept them provided that in raising funds the Society shall not undertake any substantial trading activities;

- (d) to solicit and accept donations, endowments, gifts, legacies and bequests of any real or personal property or other assets;
- (e) to make any charitable grant by way of donation or loan in cash or assets and on such terms as the Trustees consider are necessary to advance the Objects;
- (f) to undertake and execute any charitable trusts which may lawfully be undertaken by the Society;
- (g) to promote and undertake research into any aspect of the Objects and to disseminate the results of any such research;
- (h) to cause to be written and printed or otherwise reproduced and circulated either gratuitously or otherwise periodicals, newsletters, magazines, books, leaflets or films, videos or tape recordings and to sponsor and arrange radio and television broadcasts;
- (i) to hold exhibitions, seminars, conferences, courses and lectures and to disseminate the proceedings and papers given at such events;
- (j) to establish, affiliate or co-operate with or become a member of any association, company, or trust which shall be charitable by law and to purchase or otherwise acquire and take over all or any part of the property, assets, liabilities and engagements of any such association, company or trust;
- (k) to enter into any arrangements with any governmental, local authority, university, college or other body or person in furtherance of the Objects;
- (l) to make loans of money or assets and to give guarantees on such terms as the Trustees shall consider are necessary to advance the Objects;
- (m) to set aside funds for special purposes or as reserves against future expenditure;
- (n) to deposit or invest funds in any manner and to delegate the management of the investment of the investments or other property of the Society;
- (o) to arrange for investments or other property of the Society to be held in the name of a nominee under the control of the Trustees;
- (p) to establish and own subsidiary companies to assist or act as agents for the Society;

- (q) to insure the property of the Society and arrange insurance cover for its employees, servants and voluntary workers (but not, for the avoidance of doubt, any Trustee) from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
- (r) to provide indemnity insurance to cover the liability of the Trustees:
 - (i) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Society; or
 - (ii) to make contributions to the assets of the Society in accordance with the provisions of section 214 Insolvency Act 1986;

provided that any such insurance, in the case of sub-clause 4(r)(i), shall not be extended to any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Society, or which the Trustees did not care whether it was in the best interests of the Society or not, any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of fraud or dishonesty or wilful or reckless misconduct of the Trustees or any liability to pay a fine and, in the case of sub-clause 4(r)(ii), shall not extend to any liability to make such contribution where the basis of a Trustee's liability is his knowledge prior to the insolvent liquidation of the Society (or reckless failure to acquire that knowledge) that there was no reasonable prospect the Society would avoid going into insolvent liquidation;

- (s) subject to such consents as may be required by law, to acquire, alter, improve, let, dispose of and enter into every other kind of transaction in relation to land, buildings, equipment, goods and other assets;
- (t) subject to the requirements of the Charities Act 1993 to borrow or raise money for the Objects on such terms as the Trustees shall from time to time consider are necessary to advance the Objects and to secure the repayment of any money borrowed by mortgage, charge or other security upon the whole or any part of the property or assets of the Society and to secure and guarantee the performance by the Society of any obligation or liability it may undertake;
- (u) to pay and discharge any rent, rates, taxes costs or insurance, or other outgoings payable from time to time in respect of any or other property of the Society and any legal or other

administrative expenses payable from time to time in connection with it;

- (v) to pay all costs, charges and expenses of and incidental to the formation and registration of the Society;
- (w) to employ and pay any person or persons whether as consultant or employee to supervise, organise, carry on the work of and advise the Society;
- (x) to pay reasonable annual sums or premiums for or towards the provision of pensions for officers and employees for the time being of the Society or their dependants;
- (y) to accept such transfers and assignments of the assets and undertaking of BCWEZS, and give such indemnities in respect of any liabilities properly incurred in respect of it, as the Trustees shall think fit; and
- (z) to do all such other lawful things as shall further the Society's objects or any of them.

4.2 In case the Society shall take or hold any property that may be subject to any trusts, the Society shall deal with or invest it only in the manner as allowed by law, having regard to such trusts.

4.3 In case the Society shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or any other relevant person, the Society shall not sell, mortgage, charge or lease it without such authority, approval or consent as may be required by law.

4.4 The Society shall not sell the Gardens without the consent of the Shareholders by special resolution at a general meeting held in accordance with the Articles.

5. *Application of income and property*

5.1 Subject to sub-clauses 5.2 and 5.3, the income and property of the Society shall be applied solely towards the promotion of the Objects and shall not be paid or distributed directly or indirectly by dividend, bonus or otherwise by way of profit to any Shareholder or to any Trustee and no such Shareholder or Trustee shall be appointed to any office of the Society paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Society.

5.2 Nothing in sub-clause 5.1 shall prevent any payment in good faith by the Society:

- (a) of reasonable remuneration to any Shareholder (who is not also a Trustee) for any goods or services supplied to the Society by the Shareholder;

- (b) of interest on money lent to the Society by any Shareholder (who is not also a Trustee) at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees;
- (c) of reasonable and proper rent for premises demised or let to the Society by any Shareholder (who is not also a Trustee);
- (d) of the reasonable out-of-pocket expenses incurred by the Trustees in discharging their duties as Trustees;
- (e) of fees, remuneration or other benefit in money or money's worth to a company of which a Trustee may be a member holding not more than 1/100th part of the capital of that company; or
- (f) of any premium in respect of any indemnity insurance to cover any of the liabilities of the Trustees referred to in sub-clause 4(r).

5.3 Notwithstanding the provisions of sub-clause 5.1, each share shall entitle the Shareholder who holds it (or any other individual nominated by him) to be admitted to the Gardens at such times and on such days as they are open to admit the public without payment of any sum to the Society.

6. ***Limited liability***

The liability of the Shareholders is limited.

7. ***Contribution to assets of the Society***

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

8. ***Application of assets on a winding-up***

If upon the winding-up or dissolution of the Society there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the Shareholders of the Society, but shall be given or transferred to:

- (a) one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects; or
- (b) directly for the Objects or charitable purposes within or similar to the Objects; or

- (c) if and so far as effect cannot be given to the provisions of sub-clauses (a) or (b) to some other charitable purpose;

provided that such charitable bodies and purposes shall be determined by the Trustees at or before the time of winding-up or dissolution. Before making this determination the Trustees will consult the Shareholders, but are not bound to act in accordance with the wishes expressed by the Shareholders.

9. ***Share Capital***

The share capital of the Society as at the date of its incorporation is £350 divided into 350 ordinary shares of £1 each. The Society will not increase, consolidate, divide or sub-divide its share capital or create any new class of shares without the consent of the Charity Commissioners for England and Wales.

10. ***Entrenchment***

None of the provision of clauses 3 to 10 of this Memorandum shall be altered by resolution of the Shareholders except with the consent of the Charity Commissioners for England and Wales.

11. ***Interpretation***

Words and expressions defined in the Articles shall, unless the context otherwise requires, have the same meanings in this Memorandum.

We, the subscribers to this Memorandum, wish to be formed into a charitable company pursuant to this Memorandum.

Name	Address	Signature
Martin Owen Davies Jones	18 West Mall, Clifton, Bristol BS8 4BQ	M O Davies Jones
Roger Neale Baird	23 Old Sneyd Park, Stoke Bishop, Bristol BS9 1RG	R N Baird

Dated 24 May 2004

Witness to the above signatures:

Signature of witness: C. Alexander

Name: Con Alexander

Address: 2 Temple Back East, Temple Quay, Bristol BS1 6EG

Occupation: Solicitor

The Companies Act 1985

Company limited by shares

Articles of association

of

Bristol, Clifton and West of England Zoological Society Limited

1. ***Preliminary***

The Society is a private company but the regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended shall not apply and shall not be deemed to form part of these Articles.

2. ***Interpretation***

2.1 In these Articles, unless the context otherwise requires, the following expressions shall have the following meanings:

"Act"	the Companies Act 1985 and every other statute from time to time in force concerning companies and affecting the Society;
"Articles"	these articles of association as altered or varied from time to time (and "Article" means one of the Articles);
"Auditors"	the auditors for the time being of the Society;
"BCWEZS"	the unincorporated charity (registered charity number 203695) constituted by a deed of indenture dated 12 June 1837 (as amended by The Bristol, Clifton and West of England Zoological Society Acts of 1901 and 1969 and Parliamentary Order of 2000) and known as "The Bristol, Clifton and West of England Zoological Society";
"Board"	the board of Trustees of the Society;
"Chairman"	the chairman of the Board or, where the context requires, the chairman of a general meeting of the Society;
"clear days"	(in relation to the period of a notice) that period, 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;
"communication"	includes a communication comprising sounds or images or both and a communication effecting a payment;
"Elected Trustees"	those Trustees who have been elected to the Board in accordance with Article 34;
"electronic communication"	a communication transmitted (whether from one person to another, from one device or another or from a person to a device or vice versa): <ul style="list-style-type: none"> (a) by means of a telecommunications system (within the meaning of the Telecommunication Act 1984); or (b) by any other means but while in electronic form;
"execution"	any mode of execution (and "executed" shall be construed accordingly);
"Existing Shares"	shares held in BCWEZS under the terms of a deed of indenture dated 12 June 1837 (as amended by The Bristol, Clifton and West of England Zoological Society Acts of 1901 and 1969 and Parliamentary Order of 2000);
"Gardens"	the meaning given in the Memorandum;
"member"	where the context requires, a member of the Board or of any committee;
"Memorandum"	the memorandum of association of the Society;
"Nominated Trustees"	those Trustees who have been appointed to the Board in accordance with Article 33;
"Office"	the registered office of the Society;
"Register"	the register of Shareholders to be kept pursuant to Section 352 of the Act;
"Secretary"	the secretary to the Board who shall also be the secretary for the time being of the

	Society;
"Shareholder"	a member of the Society;
"Society"	the company limited by shares incorporated by this Memorandum and Articles and called "The Bristol, Clifton and West of England Zoological Society";
"Trustees"	the Nominated Trustees and Elected Trustees for the time being of the Society who are the directors of the Society for the purposes of the Act; and
"United Kingdom"	Great Britain and Northern Ireland.

2.2 In these Articles unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or statutory provision includes:
 - (i) any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it; and
 - (ii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;
- (c) a reference to a **"person"** includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality); and
- (d) except as set out in Article 2.1, terms defined in the Act have the meanings attributed to them by it.

2.3 The headings are inserted for convenience only and shall not affect the construction of these Articles.

Shares

3. *Share Capital*

- 3.1 The share capital of the Society at the date of the Society's incorporation is £350 divided into 350 ordinary shares of £1 each.
- 3.2 Subject to the provisions of clause 9 of the Memorandum the Society may by ordinary resolution increase its share capital by new shares of such amount as the resolution prescribes.
- 3.3 Each share shall confer only the rights (and shall be subject to the restrictions) referred to in the Memorandum and no Shareholder shall

be entitled to hold more than five shares in the Society nor to hold any share jointly with any other person.

- 3.4 Except as required by law, no person shall be recognised by the Society as holding any share on trust and (except as otherwise provided by these Articles or by law) the Society shall not be bound by or recognise any interest in any share except an absolute right to it.

4. ***Allotment of shares***

- 4.1 The Trustees are authorised for the purpose of Section 80 of the Act to allot the shares in the Society as at the date of the Society's incorporation (which may be allotted fully or partly paid) to (and on application to the Society in writing by) the holders of Existing Shares as at 31 March 2005 in proportion to their existing holdings at any time or times during the period of five years from the date of the Society's incorporation provided that the Society may, by resolution of the Trustees, cancel shares which have not been applied for by any person within the period of five years and diminish the amount of its share capital by the amount of the shares so cancelled.

- 4.2 Pursuant to Section 91 of the Act, Sections 89(1) and 90(1) to (6) of the Act shall not apply to the Society.

5. ***Share certificates***

- 5.1 Every Shareholder shall be entitled without payment to one certificate in respect of each share held by him provided that any certificate in respect of any Existing Share may (at the option of its holder) be retained and will (at the discretion of the Board) be accepted by the Society as evidence of the entitlement of any Shareholder to a share in the Society allotted pursuant to Article 4.1 in lieu of a certificate issued pursuant to this Article.

- 5.2 If a share certificate is defaced, worn-out, lost or destroyed it may be renewed on such terms as to evidence and indemnity as the Trustees may determine.

6. ***Liens and calls***

- 6.1 The Society shall have a lien on every partly paid share for all moneys (whether previously payable or not) payable at a fixed time or called in respect of that share. The Trustees may at any time declare any share to be wholly or partly except from the provisions of this Article. The Society's lien on a share shall extend to any amount payable in respect of it.

- 6.2 Subject to the terms of allotment, the Trustees may make calls upon the Shareholders in respect of any moneys unpaid on the shares and each Shareholder shall (subject to receiving at least fourteen days' clear notice specifying when and where payment is to be made) pay to the Society as required by the notice the amount called on his shares.

7. ***Transfer of shares***

- 7.1 The instrument of transfer of a share may be in any usual form or in any other form which the Trustees may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, the transferee.
- 7.2 The Trustees may refuse to register the transfer of a share unless:
- (a) it is lodged at the Office and is accompanied by the certificate for the share to which it relates and such other evidence as the Trustees may reasonably require to show the right of the transferor to make the transfer; and
 - (b) it is in favour of not more than one individual transferee.
- 7.3 If the Trustees refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Society send to the transferee notice of the refusal.
- 7.4 No fee shall be charged for the registration of any transfer of any share.

8. ***Transmission of shares***

- 8.1 If a Shareholder dies his personal representatives shall be the only persons recognised by the Society as having any title to his interest.
- 8.2 A person becoming entitled to a share in consequence of the death or bankruptcy of a Shareholder may, upon such evidence being produced as the Trustees may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Society to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the Shareholder and the death or bankruptcy of the Shareholder had not occurred.
- 8.3 A person becoming entitled to a share in consequence of the death or bankruptcy of a Shareholder shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the Society.

9. ***Patron***

Subject to the provisions of this Article, the Trustees may by resolution of not less than three-quarters of their number (rounded-up to the nearest whole number) from time to time and in their absolute

discretion appoint and remove any person or persons as a Patron of the Society.

10. ***Honorary Vice President***

10.1 Subject to the provisions of this Article the Trustees may by resolution of not less than three-quarters of their number (rounded-up to the nearest whole number) from time to time and in their absolute discretion appoint and remove any former Trustee as an Honorary Vice President of the Society.

10.2 Any person appointed as an Honorary Vice President shall be entitled to admission to the Gardens at such times and on such days as they are open to admit the public without payment of any sum to the Society.

General meetings

11. ***Annual general meetings***

Subject to the provisions of the Act, the Society shall hold an annual general meeting in April of every calendar year at such time and place as the Board may determine.

12. ***Extraordinary general meetings***

All general meetings, other than annual general meetings, shall be called extraordinary general meetings.

13. ***Convening of extraordinary general meeting***

The Board may convene an extraordinary general meeting whenever it thinks fit. An extraordinary general meeting shall also be convened by such requisitionists as are provided for by Section 368 of the Act or (if fewer) 15 Shareholders. At any meeting convened by the Board or by such requisitionists no business shall be transacted except that stated by the requisition or proposed by the Board.

14. ***Notice of general meetings***

14.1 An annual general meeting and an extraordinary general meeting convened for the passing of a special resolution or a resolution appointing a person as a Trustee or (save as provided by the Act) a resolution of which special notice has been given to the Society shall be convened in writing with not less than 21 clear days' notice. Other extraordinary general meetings shall be convened in writing with not less than 14 clear days' notice.

14.2 Subject to the provisions of the Act and notwithstanding that it is convened by shorter notice than that specified in this Article, a general meeting shall be deemed to have been duly convened if it is so agreed:

- (a) in the case of an annual general meeting by all the Shareholders entitled to attend and vote at the meeting; and

- (a) in the case of any other meeting by a majority in number of the Shareholders having a right to attend and vote at the meeting being a majority together holding not less than 95 per cent of the total voting rights at that meeting of all the Shareholders.
- 14.3 Every notice convening a general meeting shall specify:
- (a) whether the meeting is an annual general meeting or an extraordinary general meeting;
 - (b) the place, the day and the time of the meeting; and
 - (c) the general nature of the business to be transacted.
- 14.4 The notice shall be given to the Shareholders (other than any who under the provisions of these Articles are not entitled to receive notice from the Society), the Trustees and to the Auditors.

15. ***Omission to send notice***

The accidental omission to give notice of meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

Proceedings at general meetings

16. ***Quorum***

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Subject to the provisions of Article 17, the lower of 21 Shareholders and the Shareholders together holding not less than 10% of the total voting rights at that meeting of all the Shareholders (rounded up to the nearest whole number), each being a Shareholder present in person, shall be a quorum.

17. ***If quorum not present***

If within 15 minutes (or such longer interval as the Chairman in his absolute discretion thinks fit) from the time appointed for the holding of a general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such time and place as the Board may determine being not less than 7 nor more than 28 days thereafter. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the Shareholders present shall be a quorum.

18. ***Chairman***

The Chairman of the Board shall preside as Chairman at every general meeting of the Society. If there is no Chairman or if at any meeting he shall not be present within 15 minutes after the time appointed for holding the meeting or shall be unable or unwilling to act as Chairman,

those Shareholders present shall choose one of their number to act as Chairman of the meeting.

19. ***Power to adjourn***

The Chairman of the general meeting may, with the consent of a meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place as he shall determine. However, without prejudice to any other power which he may have under these Articles or at common law the Chairman may, without the need for the consent of the meeting, adjourn any meeting if he is of the opinion that it has become necessary to do so in order to secure the proper and orderly conduct of the meeting.

20. ***Notice of adjourned meeting***

When a meeting is adjourned for 14 days or more, not less than 7 clear days' notice, specifying the place, day and time of the adjourned meeting and the general nature of the business to be transacted, shall be given in the same manner as in the case of the original meeting. Save as aforesaid, no Shareholder shall be entitled to any notice of an adjournment or of the business to be transacted at any adjourned meeting.

21. ***Business of adjourned meeting***

No business shall be transacted at any adjourned meeting other than the business that might properly have been transacted at the meeting from which the adjournment took place.

Voting

22. ***Method of voting***

At any general meeting a resolution put to a vote of the meeting shall be decided on a show of hands unless (before or immediately after the declaration of the result of the show of hands) a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded by:

- (a) the Chairman of the meeting; or
- (a) a Shareholder or Shareholders present in person representing not less than one tenth of the voting rights of all the Shareholders having the right to vote at the meeting.

23. ***Chairman's declaration conclusive on show of hands***

Unless a poll is duly demanded, a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive and an entry to that effect in the book containing the minutes of proceedings of the Society shall be

conclusive evidence of it without proof of the number or proportion of the votes recorded in favour of or against such resolution.

24. ***Procedure on a poll***

24.1 A poll duly demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken forthwith. A poll duly demanded on any other matter shall be taken in such manner and at such time and place as the Chairman shall direct.

24.2 The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded. If a poll is demanded before the declaration of the result on a show of hands and the demand is duly withdrawn the meeting shall continue as if the demand had not been made.

24.3 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman. A demand so withdrawn shall validate the result of a show of hands declared before the demand was made. If a demand is withdrawn, the persons entitled in accordance with Article 22 may demand a poll.

25. ***Votes of Shareholders***

25.1 Subject to the provisions of the Act and to any suspension or abrogation of voting rights pursuant to these Articles, at any general meeting every Shareholder who is present in person shall on a show of hands have one vote and on a poll every Shareholder present in person or by proxy shall have one vote for every share of which he is the holder.

26. ***Casting vote***

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll was demanded shall be entitled to a second or casting vote.

27. ***Restriction on voting rights***

No Shareholder shall, unless the Board otherwise determines, be entitled to vote at a general meeting or to exercise any right as a Shareholder unless all sums presently payable by him to the Society (if any) have been paid to the Society.

28. ***Voting by proxy***

Any person (whether a Shareholder or not) may be appointed to act as a proxy. Deposit or receipt of an instrument or appointment of proxy shall not preclude a Shareholder from attending and voting in person at the meeting in respect of which the proxy is appointed or at any adjournment of it.

29. ***Form of proxy***

The appointment of a proxy shall:

- (a) be in any common form or in such other form as the Board may approve executed by or on behalf of the appointor or of his attorney duly authorised in writing;
- (b) be deemed (subject to any contrary direction contained in it) to confer authority to demand or join in demanding a poll and to vote on any resolution or amendment of a resolution put to the meeting for which it is given, as the proxy thinks fit, but shall not confer any further right to speak at the meeting except with the permission of the Chairman;
- (c) unless the contrary is stated in it be valid as well for any adjournment of the meeting as for the meeting to which it relates; and
- (b) where it is stated to apply to more than one meeting, be valid for all such meetings as for any adjournment of any such meetings.

30. ***Deposit of proxy***

The appointment of a proxy and the power of attorney (if any) under which it is signed shall:

- (a) in the case of an instrument in writing be deposited at the Office not less than 48 hours before the time of the holding of the meeting or adjourned meeting at which the person named in the instrument proposes to vote;
- (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purposes of receiving electronic communications;
 - (i) in the notice convening the meeting; or
 - (ii) in any instrument of proxy sent out by the Society in relation to the meeting; or
 - (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Society in relation to the meeting;

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (c) in the case of a poll taken more than 48 hours after it is demanded be deposited or received as aforesaid after the poll

has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

- (d) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman of the meeting;

and an appointment of proxy not deposited, delivered or received in a manner so permitted shall be invalid. No appointment of a proxy shall be valid after the expiry of 12 months from the date named in it as the date of its execution except at an adjourned meeting or on a poll demanded at a meeting or an adjourned meeting in cases where the meeting was originally held within 12 months from such date. In this Article, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.

31. ***Revocation of proxy***

A vote given or poll demanded in accordance with the terms of an appointment of proxy shall be valid notwithstanding the death or mental disorder of the principal or the revocation of the instrument of proxy or of the authority under which the appointment of proxy was executed or the transfer of the share in respect of which the appointment of proxy is given unless notice in writing of such death, mental disorder, revocation or transfer shall have been received by the Society at the Office, or at such other place as has been appointed for the deposit of instruments of proxy or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received, at least 48 hours before the commencement of the meeting or adjourned meeting or the taking of the poll at which the instrument of proxy is used.

Appointment and retirement of Trustees

32. *Number of Trustees*

The Board shall comprise not less than seven nor more than twelve Trustees of whom no more than two shall be Nominated Trustees and no more than ten shall be Elected Trustees.

33. *Nominated Trustees*

33.1 The Trustees may by resolution appoint up to two individuals (who need not be Shareholders) to act as Nominated Trustees. The Trustees will consult (but are not obliged to act in accordance with the wishes expressed by) the University of Bristol in respect of the appointment of one Nominated Trustee and the University of the West of England in respect of the appointment of the other Nominated Trustee but shall determine which University shall be consulted in respect of the appointment of a single Nominated Trustee.

33.2 Any Nominated Trustee shall (subject to his earlier retirement or removal under Articles 36 or 38 and the provisions of Articles 37 and 49.3) hold office for a fixed term of four years.

34. *Elected Trustees*

34.1 The Shareholders may at the annual general meeting by ordinary resolution appoint up to ten individuals (who need not be Shareholders) to act as Elected Trustees provided that each such individual shall be:

- (a) recommended by the Board; or
- (b) not less than 7 nor more than 35 clear days before the date appointed for the meeting at which his appointment is to be considered, notice is given in writing by two Shareholders (other than the person to be proposed) qualified to vote at the meeting that they wish to nominate him for appointment.

34.2 An Elected Trustee shall (subject to his earlier retirement or removal under Articles 36 or 38 and the provisions of Articles 37 and 49.3) hold office for a fixed term of four years.

35. *Power of Board to appoint Trustees*

The Board shall have power at any time to appoint any person who is willing to act as a Trustee, either to fill a vacancy or as an addition to the existing Board, but the total number of Trustees shall not exceed any maximum number fixed in accordance with these Articles. Any Trustee so appointed shall hold office only until the annual general meeting of the Society next following his appointment and shall then be eligible for re-election. If not re-appointed at that annual general meeting, he shall vacate office at its conclusion.

36. ***Removal by ordinary resolution***

The Society may by ordinary resolution of which special notice has been given in accordance with Section 379 of the Act remove any Trustee before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Society and such Trustee.

37. ***Term of office and retirement by rotation***

37.1 No Nominated or Elected Trustee shall be eligible for re-appointment as a Trustee from the expiry of his third term of office (with the exception of any Trustee who is the Chairman as at the date of expiry).

37.2 No Trustee shall be eligible for appointment or re-appointment as a Trustee if he is over the age of 70 years unless the Shareholders resolve that he should be so eligible because of his particular involvement with, and the importance to the Society of, any particular project or undertaking or any other aspect of the affairs of the Society.

37.3 Save as provided in Articles 33.2 and 34.2, the Trustees shall not be subject to retirement by rotation.

38. ***Vacation of office by Trustee***

38.1 The office of a Trustee shall be vacated if:

- (a) he resigns by notice in writing delivered to the Secretary at the Office or tendered at a Board meeting in which event he shall vacate that office on the service of that notice on the Society or at such later time as is specified in the notice or he offers in writing to resign from his office and the Board resolve to accept such offer;
- (b) he ceases to be a Trustee by virtue of any provision of the Act, is removed from office pursuant to these Articles or becomes prohibited by law from being a director of a limited company or trustee of a charity;
- (c) he becomes bankrupt, has an interim receiving order made against him, makes any arrangement or compounds with his creditors generally or applies to the Court for an interim order under Section 253, Insolvency Act 1986 in connection with a voluntary arrangement under that Act;
- (d) an order is made by any court of competent jurisdiction (whether in the United Kingdom or elsewhere) on the ground (howsoever formulated) of mental disorder for his detention or for the appointment of a guardian or receiver or other person to exercise powers with respect to his property or affairs or he is admitted to hospital in pursuance of an application for admission for treatment under any statute for the time being in

force in the United Kingdom relating to mental disorder or, in any other territory, in pursuance of an application for admission under analogous legislation or regulations and the Board resolves that his office be vacated;

- (e) he shall be absent from meetings of the Board for 6 consecutive months;
- (f) he receives notice in writing to resign addressed to him at his address as shown in the register of Trustees and signed by all the other Trustees; or
- (g) he is convicted of an offence and the Trustees shall resolve that it is undesirable in the interests of the Trustees that he remains a Trustee of the Society.

38.2 A resolution of the Board declaring a Trustee to have vacated office under the terms of Article 38.1 shall be conclusive as to the fact and grounds of vacation stated in the resolution.

Trustees' remuneration and expenses

39. *Trustees' fees*

Except to the extent permitted by clause 5 of the memorandum of association of the Society, the Trustees shall not be entitled to any salary, remuneration or other benefit in money or money's worth from the Society.

40. *Expenses*

The Trustees shall be entitled to be paid all reasonable travelling, hotel and other expenses properly incurred by them in or about the performance of their duties as Trustees, including any expenses incurred in attending meetings of the Board or any committee of the Board or general meetings of the Society.

Powers and duties of the Board

41. *Powers of the Board*

Subject to the provisions of the Act, the Memorandum and these Articles, the business of the Society shall be managed by the Board, which may exercise all the powers of the Society in fulfilment of the Objects. No alteration of the Memorandum or of these Articles and no such direction given by the Society shall invalidate any prior act of the Board which would have been valid if such alteration had not been made or such direction had not been given. Provisions contained elsewhere in these Articles as to any specific power of the Board shall not be deemed to limit the general powers given by this Article.

42. ***Rules, regulations and bye-laws***

Subject to the provisions of these Articles, the Act, the Charities Acts and the Memorandum, the Board shall have full power from time to time to make, amend and repeal such rules, regulations and bye-laws as they deem necessary or desirable for the management of the Society and for the conduct of the business of the Society provided that no such rules, regulations or bye-laws shall be inconsistent or conflict with, or shall affect or alter, any of the provisions of this Memorandum or these Articles.

43. ***Powers of Trustees being less than minimum number***

If the number of Trustees is less than the minimum for the time being prescribed by Article 32, the remaining Trustee or Trustees shall act only for the purposes of appointing an additional Trustee or Trustees to make up such minimum or of convening a general meeting of the Society for the purpose of making such appointment. If there are no Trustees able or willing to act, any two Shareholders may summon a general meeting for the purpose of appointing Trustees. Subject to the provisions of these Articles, any additional Trustee so appointed shall hold office only until the dissolution of the annual general meeting of the Society next following such appointment unless he is re-elected during such meeting.

44. ***Delegation to committees***

44.1 The Board may delegate any of its powers, authorities and discretions for such time on such terms and subject to such conditions as it thinks fit to any committee consisting of two or more Trustees and (if thought fit) one or more other persons provided that:

- (a) a majority of the members of a committee shall be Trustees; and
- (b) no resolution of a committee shall be effective unless a majority of those present when it is passed are Trustees.

44.2 The Board may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Board in that respect and may from time to time revoke, withdraw, alter or vary any of such powers and discharge any such committee in whole or in part. Insofar as any power, authority or discretion is so delegated any reference in these Articles to the exercise by the Board of such power, authority or discretion shall be construed as if it were a reference to the exercise of such power, authority or discretion by such committee. Subject to any terms and conditions expressly imposed by the Board, the proceedings of a committee with two or more members shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

45. ***Advisory boards***

The Board may establish advisory boards comprising individuals who, in the opinion of the Board, have the relevant expertise and experience in dealing with issues affecting the Society. Any advisory board so established shall have none of the rights or powers exercisable by a committee of the Board other than a power to advise the Board on any matters which have been referred to it by the Board. The members of the advisory board shall not, unless they are also Trustees, have the duties and responsibilities of company directors or charity trustees. Subject to any terms and conditions expressly imposed by the Board, the proceedings of all advisory boards shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying, with any reference to 'Trustees' being deemed to be a reference to 'members of the advisory board' where appropriate.

Proceedings of Trustees and Committees

46. ***Board meetings***

Subject to the provisions of these Articles, the Board may meet for the despatch of business, adjourn and otherwise regulate its proceedings as it thinks fit provided that the Board shall meet on not less than four occasions in each calendar year.

47. ***Notice of Board meetings***

47.1 At the request of the Chairman or any two of the Trustees the Secretary shall call a Board meeting at any time. Notice of a Board meeting shall be deemed to be properly given to a Trustee if it is given to him personally or by word of mouth or sent in writing or by electronic communication to him at his last known address or any other address given by him to the Society for this purpose. A Trustee may waive the requirement that notice be given to him of any Board meeting either prospectively or retrospectively. It shall not be necessary to give notice of a Board meeting to a Trustee who is absent from the United Kingdom unless he has requested the Board in writing that notices of Board meetings shall during his absence be given to him at any address in the United Kingdom notified to the Society for this purpose but he shall not in such event be entitled to a longer period of notice than if he had been present in the United Kingdom at that address.

47.2 Seven days' notice of Board meetings shall be given to all Trustees provided that the Chairman of the Board may, if he is satisfied that the urgency of the matter so requires, convene a meeting on short notice.

48. ***Quorum***

The quorum necessary for the transaction of business may be determined by the Board and unless and until otherwise determined shall be the lower of five Trustees and one half (rounded up to the

nearest whole number) of the number of Trustees for the time being holding office.

49. ***Chairman of the Board***

49.1 The Trustees shall appoint one of their number as Chairman of the Board who shall hold office as such until the end of the first annual general meeting of the Society. Thereafter the Trustees shall with effect from the end of the first annual general meeting of the Society appoint one of their number as Chairman of the Board who shall hold office until the end of the fourth annual general meeting of the Society. Thereafter the Trustees shall with effect from the end of every third annual general meeting of the Society appoint one of their number as Chairman to hold such office until the end of the third annual general meeting after the annual general meeting with effect from the end of which he was so appointed. No Trustee shall be eligible for re-election as Chairman on more than one occasion. If no such Chairman is elected or if at any meeting the Chairman is not present within 15 minutes of the time appointed for holding the same the Trustees present shall choose one of their number to be Chairman of such meeting.

49.2 In the event of a vacancy in the office of Chairman between annual general meetings the Board shall at their next meeting appoint one of their number as Chairman who shall hold office as such until the end of the succeeding annual general meeting and if re-elected at the meeting shall be eligible for re-election on one occasion in accordance with Article 49.1.

49.3 A Chairman who is no longer eligible for re-election as Chairman shall cease to hold office as a Trustee at the end of the annual general meeting that succeeds the annual general meeting at the end of which he became so ineligible.

50. ***Voting***

Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the Chairman of that meeting shall have a second or casting vote.

51. ***Resolution in writing***

A resolution in writing signed by all the Trustees for the time being entitled to receive notice of a Board meeting and not being less than a quorum or by all the members of a committee of the Board for the time being entitled to receive notice of such committee meeting and not being less than a quorum of that committee shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the Board or committee (as the case may be). Such a resolution may consist of several documents in the same form each executed by one or more of the Trustees or members of the relevant committee, including executions evidenced by means of facsimile transmission. For such a

resolution to be effective it shall not be necessary for it to be signed by a Trustee who is prohibited by these Articles from voting thereon.

52. ***Minutes of proceedings***

52.1 The Board shall cause minutes to be made in books kept for the purpose of recording:

- (a) all appointments of officers and committees made by the Board; and
- (b) the names of the Trustees present at every meeting of the Board or a committee of the Board and all orders, resolutions and proceedings of such meetings.

52.2 Any such minutes if purporting to be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting or the Secretary, shall be prima facie evidence of the matters stated in such minutes without any further proof.

53. ***Validity of proceedings***

All acts done by a meeting of the Board or of any committee of the Board or agency or by any person acting as a Trustee or member of a committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such person or persons acting as aforesaid or that they or any of them were or was disqualified be as valid as if every such person had been duly appointed, and was duly qualified to be, a Trustee.

54. ***Trustees' interests***

Except to the extent provided in clause 5 of the Memorandum, a Trustee may not be a party to or otherwise interested in any transaction or arrangement with the Society or in which the Society is otherwise interested, either in regard to his tenure of any office or place of profit or as vendor, purchaser or otherwise. A Trustee shall not vote or be counted in the quorum present at a meeting of the Board or a committee of the Board on any resolution concerning a matter in which he has, directly or indirectly, an interest which is material and which conflicts or may conflict with the interests of the Society. A Trustee shall withdraw from that part of the meeting of the Board at which the matter under discussion is one in relation to which that Trustee has an interest.

Execution of documents

55. ***Application of common seal***

The common seal of the Society (if the Society shall have one) shall be used only by the authority of a resolution of the Board. Unless otherwise

determined by the Board, every instrument to which the seal is affixed shall be signed by a Trustee and the Secretary or by two Trustees or by any other person duly authorised by the Board for the purpose.

56. ***Deed without sealing***

A document signed by a Trustee and by the Secretary or by two Trustees and expressed (in whatever form of words) to be executed by the Society as a deed shall have the same effect as if it were executed under the common seal of the Society, provided that no instrument shall be so signed which makes it clear on its face that it is intended by the person or persons making it to have effect as a deed without the authority of a resolution of the Board. An instrument or document which is executed by the Society as a deed shall not be deemed to be delivered by the Society solely as a result of it having been executed by the Society.

The Secretary

57. ***The Secretary***

Subject to the provisions of the Act, the Secretary shall be appointed by the Board at such remuneration and on such terms and conditions as it thinks fit and any Secretary so appointed may be removed by them but without prejudice to any claim for damages for breach of any contract of services between him and the Society. No person shall be appointed to hold the salaried position of Secretary who is a Trustee or a corporation in which a Trustee is interested.

Accounts

58. ***Accounting records***

The Board shall cause accounting records to be kept in accordance with the Act and shall keep such other books and registers as are necessary to comply with the Act.

Notices

59. ***Notice to be in writing***

Any notice to be given to or by any person pursuant to these Articles shall be in writing (which shall include any notice given by electronic communication) except that a notice convening a Board meeting need not be in writing.

60. ***Service of notice on Shareholders***

60.1 The Society may give any notice or document to a Shareholder, either personally or by sending it by post or other delivery service in a prepaid envelope addressed to the Shareholder at his registered address or by leaving it at that address or by any other means (including electronic communication) authorised by the relevant Shareholder.

60.2 If on three consecutive occasions notices or other documents have been sent through the post to any Shareholder at his registered address but have been returned undelivered, such Shareholder shall not thereafter be entitled to receive notices or other documents from the Society until he shall have communicated with the Society and supplied in writing a new registered address or address within the United Kingdom for the service of notices.

60.3 Any notice to be given to a Shareholder may be given by reference to the Register as it stands at any time within the period of 15 days before the notice is given and no change in the Register after that time shall invalidate the giving of the notice.

61. ***Evidence of service***

61.1 Any Shareholder present in person at any meeting of the Society shall be deemed to have received due notice of such meeting, and, where requisite, of the purposes for which such meeting was called.

61.2 Any notice certificate or other document, addressed to a Shareholder at his registered address or address for service in the United Kingdom shall, if sent by post be deemed to have been given at the expiration of 48 hours after the envelope was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent. In proving such service or delivery it shall be sufficient to prove that the envelope containing the notice or document was properly addressed and put into the post as a prepaid letter. 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 notice was given. Any notice, certificate or other document not sent by post but delivered or left at a registered address or address for service in the United Kingdom or sent by fax or telex shall be deemed to have been served or delivered on the day on which it was so delivered, left or sent.

Indemnity and division of assets

62. ***Right to indemnity***

Subject to the provisions of the Act every Trustee or other officer or auditor of the Society shall be indemnified out of the assets of the Society against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Society.

63. ***Division of assets***

The provision of clauses 7 and 8 of the Memorandum relating to the winding up or dissolution of the Society shall have effect and be observed as if the same were repeated in these Articles.

Names and addresses of subscribers

Name	Address	Signature
Martin Owen Davies Jones	18 West Mall, Clifton, Bristol BS8 4BQ	M O Davies Jones
Roger Neale Baird	23 Old Sneyd Park, Stoke Bishop, Bristol BS9 1RG	R N Baird

Dated 24 May 2004

Witness to the above signatures:

Signature of witness: C. Alexander

Name: Con Alexander

Address: 2 Temple Back East, Temple Quay, Bristol BS1 6EG

Occupation: Solicitor