Dated 26 APR 2025

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE PSV CIRCLE (1943) LIMITED (the "Company")

(Adopted by special resolution passed on 22 May 2022)

Interpretation, objects and limitation of liability

1 Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Articles: means the Company's articles of association for the time being in force;

bankruptcy: includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

director: means a director of the Company and member of the management committee and includes any person occupying the position of director, by whatever name called;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 13, any director whose vote is not to be counted in respect of the particular matter);

Interested Director: has the meaning given in article 13.1;

Management Member: means a Member who is also a director of the Company and therefore a member of the management committee;

Member: means a person whose name in entered in the Register of Members of the Company (as being either a Management Member or an Ordinary Member) and Membership shall be construed accordingly; and

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "Model Article" is a reference to that article of the Model Articles;

Ordinary Member: means a Member who is an individual paying the annual subscription fee.

ordinary resolution: has the meaning given in section 282 of the Act;

participate: in relation to a director's meeting, has the meaning given in Model Article 10;

proxy notice: has the meaning given in Model Article 31;

secretary: means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act; and

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.

1.6 Any word following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.

1.8 The following Model Articles shall not apply to the Company:

1.8.1 1 (Defined terms);

1.8.2 2 (Liability of Members);

1.8.3 8 (Unanimous decisions);

1.8.4 9(1) (Calling a directors' meeting);

1.8.5 11(2) and (3) (Quorum for directors' meeting);

1.8.6 13 (Casting vote);

1.8.7 14 (1), (2), (3) and (4) (Conflicts of interest);

1.8.8 17(2) (Methods of appointing directors);

1.8.9 21 (Applications for membership);

1.8.10 22 (Termination of membership);

1.8.11 30(2) (Poll votes);

1.8.12 31(1)(d) (Content of proxy notices);

1.8.13 35 (Company seals);

1.8.14 38 (Indemnity); and

1.8.15 39 (Insurance).

1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".

1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:

1.10.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and

1.10.2 the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

1.11 Model Article 20 shall be amended by the insertion of the words and the secretary" before the words "properly incur".

2 Object

2.1 The objects for which the Company is established is to:

2.1.1 be the definitive source of all knowledge on public service vehicles and operators throughout the United Kingdom;

2.1.2 promote, preserve and propagate public knowledge of and interest in all matters deemed applicable to the aims of the Company;

2.1.3 produce, distribute and market publications relating to specific areas of historical interest deemed applicable to the aims of the Company such as Body and Chassis lists and Fleet histories;

2.1.4 produce, distribute and market publications relating to current fleets of operators of specific geographic areas within the United Kingdom and the Republic of Ireland (currently known as G Lists), and the rest of the world (currently known as the WWK series);

2.1.5 produce, distribute and market monthly news sheets updating vehicle movements and operator changes covering all areas within the United Kingdom and the Republic of Ireland;

2.1.6 produce, distribute and market quarterly journals covering areas of specific historical interest (currently known as Historic Journals), areas of specific current interest (currently known as British Journals) and overseas interest (currently known as Overseas Journals);

2.1.7 introduce from time to time, any other publications (not included in articles 2.1.3 to 2.1.6 above) approved by the management committee (references to ‘publications’ in all these articles can indicate information available electronically or in book form);

2.1.8 produce, distribute, market and sell other items of memorabilia which will further the objects of the Company; and

2.1.9 organise and participate in conferences, meetings, studies, tours, conventions, exhibitions and similar events.

3 Powers

3.1 In pursuance of the object set out in article 2, the Company has the power to:

3.1.1 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;

3.1.2 borrow and raise money in such manner as the management committee shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;

3.1.3 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;

3.1.4 subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;

3.1.5 lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;

3.1.6 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the management committee, affect or advance the principal object in any way;

3.1.7 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same save that the Company shall not make any payment in respect of work undertaken on a voluntary basis by the Members;

3.1.8 enter into contracts to provide services to or on behalf of other bodies;

3.1.9 provide and assist in the provision of money, materials or other help;

3.1.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;

3.1.11 incorporate subsidiary companies to carry on any trade;

3.1.12 draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;

3.1.13 make representations to any person or organisation;

3.1.14 pay out of its funds the costs of forming and registering the Company;

3.1.15 pay out of its funds the costs of such insurance policies that are legally required or commercial prudent to do so; and

3.1.16 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

4 Income

4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.

4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

4.2.1 any interest on money lent by any Member at a reasonable and proper rate;

4.2.2 reasonable and proper rent for premises demised or let by any Member; or

4.2.3 reasonable out-of-pocket expenses properly incurred by any Member.

4.3 Any person who volunteers their time or expertise for the benefit of the Company can be charged a reduced annual subscription (at the discretion of the management committee).

4.4 Without prejudice to the rights of any third party, any financial or other commitments of the Company entered into by any Management member of the Company without the authority of the management committee will be the personal responsibility of the person or persons concerned.

5 Winding up

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall be distributed either (i) equally amongst the Ordinary Members or (ii) to another body (charitable or otherwise) with objects similar to those of the Company, as may be determined by way of a special resolution of the Ordinary Members. In the event the Ordinary Members resolve to distribute the remaining property or assets in accordance with paragraph (ii) above, such body shall be determined by resolution of the Ordinary Members at or before the time of winding up or dissolution.

6 Guarantee

6.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

6.1.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member,

6.1.2 payment of the costs, charges and expenses of the winding up, and

6.1.3 adjustment of the rights of the contributories among themselves.

The Management Committee

7 Management committee

7.1 The operational management of the affairs of the Company shall be conducted by the board of directors of the Company which shall be known as the management committee (and each member of the management committee shall therefore be a director of the Company).

7.2 The management committee of the Company shall consist of not less than eight and not more than twelve persons who must previously have been Ordinary Members of the Company who have fully paid up their subscription fee for a minimum of two years before their appointment (and the maximum number of the management committee may be increased by resolution of the management committee should exceptional circumstances require).

7.3 The management committee shall appoint the honorary offices of management committee chairman, a management committee secretary and a management committee treasurer.

7.4 The management committee shall be elected at each annual general meeting of the Company and the management committee so elected shall hold office until the first scheduled or unscheduled meeting of the MC (as defined by Article 10) after the annual general meeting.

7.5 Nominations for election to the Management Committee shall be by written notice delivered to the management committee secretary not later than the News Sheet despatch date which falls at least two months before the AGM. This date will be advised in the notice of the annual general meeting (see Article 22.1). In order to be a valid nomination, it must be both proposed and seconded and must be accompanied by the nominee's written assent. The proposer and seconder must be Ordinary Members whose subscription fees are fully paid up. Any existing Member of the management committee who has not tendered his resignation to the management committee secretary by 31st January in any year shall be deemed to be offering himself for re-election and a fresh nomination shall not be required in respect of such a Member.

7.6 The management committee secretary is required to notify to Ordinary Members the names of all nominees in the agenda for the annual general meeting.

7.7 If the number of nominations for the management committee exceeds the number of appointments permitted under Article 7.2 a ballot shall be held. Papers for such a ballot shall be distributed with the agenda for the annual general meeting and shall be returned to a member of the management committee at or before the annual general meeting. Votes may be submitted electronically, in a form specified by the Management Committee, as an alternative to the paper ballot form

7.8 The management committee may fill interim vacancies by co-opting additional members of the management committee, who shall serve until the next annual general meeting at which they will be available for re-election.

7.9 The management committee may appoint members of the management committee or Ordinary Members to other offices or sub-committees as and when occasion arises, in order to assist the work of the Company. Such offices and sub committees are to operate under the authority of the management

committee to whom regular reports must be made. These appointees shall not become automatically members of the management committee.

7.10 The decision of the management committee in all matters connected with the Company is final save that this rule will not conflict with the directors' statutory duties nor in any decision reached by Ordinary Members in general meeting.

7.11 The approval of the management committee is required for all financial expenditure. Financial commitments incurred by individuals or sub-committees can only be incurred if previously sanctioned by the management committee. Nothing in this article shall prevent any payment in good faith by the Company such as:

7.11.1 professional charges for business done by any Member (Management or Ordinary) who is a solicitor, accountant or other person engaged in a profession when instructed by the Company to act in a professional capacity on its behalf; and

7.11.2 reasonable out-of-pocket expenses to any member of the management committee or Ordinary Member.

7.12 The management committee treasurer shall keep an account of all monies received and expended by the Company and a complete financial statement, duly examined by an independent member of the Company (or in the absence of this, a suitably qualified and registered individual) and conforming to the prevailing provisions of the Companies Act, shall be circulated to all Ordinary Members twenty-one days prior to the annual general meeting.

7.13 The secretary (or in his absence a deputy appointed by the Chairman) shall take minutes of the proceedings of all management committee and general meetings. A summary of decisions will be published in the News Sheet Editorial but the summary will exclude any sensitive or confidential information. Minutes shall be retained for a minimum of 12 years, or such longer period as may be required by law.

8 Honorary presidency

8.1 The management committee may at its discretion nominate an honorary president of the Company, with such nomination to be ratified by the Membership at the next following annual general meeting.

8.2 The term of the honorary presidency shall be at the discretion of the nominating management committee and be either for life or for a term of one year measured from one annual general meeting to the following annual general meeting. Following the expiry of a one-year term, the management committee may, at its discretion nominate a new honorary president, or the existing honorary president for a further term, the aggregate of which shall not exceed five consecutive years for any individual.

8.3 Only one person may be honorary president at a time, and during the term of an honorary presidency the incumbent may not hold any other office within the management committee. The honorary president may attend meetings of the management committee and speak but not vote thereat.

8.4 The honorary president may retire at any time within the period of his presidency by giving notice in writing to the management committee secretary.

8.5 If at any time the honorary president shall cease to be an Ordinary Member either by resignation or otherwise, his position as honorary president shall lapse immediately.

8.6 Once the term of an honorary presidency has lapsed, such honorary president is deemed to become a past president. There is no limit to the number of past presidents that may exist.

8.7 A past president may, at the discretion of the management committee, be nominated for any management committee office.

9 Unanimous decisions

9.1 A decision of the management committee is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.

9.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

9.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

10 Calling a meeting of the management committee

10.1 Meetings of the management committee shall ordinarily be held on the Saturday following the third Friday of the calendar month (the 'despatch weekend') in odd months

10.2 Changes of normal management committee meeting dates can only be made at a previous management committee meeting.

10.3 An unscheduled meeting of the management committee can be called at the request of 6 directors giving at least 15 days notice of the meeting to the directors or by authorising the secretary to give such notice.

11 Quorum for meetings of the management committee

11.1 Subject to article 11.2, six Eligible Directors shall form a quorum, and no business shall be conducted unless a quorum be present. Any Ordinary Members attending a management committee meeting by invitation or otherwise who are not part of the management committee, will neither form part of the quorum for the purpose of that meeting nor be permitted to vote at such a meeting. Any such attendee must respect the confidentiality of the proceedings of that meeting.

11.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 13 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

11.3 If the total number of directors in office for the time being is less than the quorum required, the management committee must not take any decision other than a decision:

11.3.1 to appoint further directors; or

11.3.2 to call a general meeting so as to enable the Members to appoint further directors.

12 Casting vote

12.1 If the numbers of votes for and against a proposal at a meeting of the management committee are equal, the chairman or other director chairing the meeting has a casting vote.

12.2 Article 12.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

13 Directors' conflicts of interest

13.1 The management committee may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an Interested Director) breaching his duty to avoid conflicts of interest under section 175 of the Act.

13.2 Any authorisation under this article 13 shall be effective only if:

13.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the management committee under the provisions of these Articles or in such other manner as the management committee may determine;

13.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

13.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

13.3 Any authorisation of a Conflict under this article 13 may (whether at the time of giving the authorisation or subsequently):

13.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

13.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the management committee or otherwise) related to the Conflict;

13.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the management committee in relation to any resolution related to the Conflict;

13.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the management committee think fit;

13.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

13.3.6 permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the management

committee and be excused from reviewing papers prepared by, or for, the management committee to the extent they relate to such matters.

13.4 Where the management committee authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the management committee in relation to the Conflict.

13.5 The management committee may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.

13.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the management committee in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

13.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

13.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

13.7.2 shall be an Eligible Director for the purposes of any proposed decision of the management committee (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;

13.7.3 shall be entitled to vote at a meeting of the management committee (or any other committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;

13.7.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

13.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

13.7.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

14 Records of decisions to be kept

Where decisions of the management committee are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

15 Death or bankruptcy of sole member director

In any case where a Management Member dies or becomes bankrupt and the Company has no Members and no directors, the person(s) who is entitled to that Membership under article 19.2 has the right, by notice in writing, to appoint a natural person (including the appointor himself), who is willing to act and permitted to do so, to be a director of the Company.

16 Secretary

The management committee may appoint any person who is willing to act as the secretary for such term and upon such conditions as they may think fit and from time to time remove such person and, if the management committee so decide, appoint a replacement, in each case by a decision of the management committee.

17 Change of company name

17.1 The name of the Company may be changed by:

17.1.1 a decision of the management committee; or

17.1.2 a special resolution of the Ordinary Members,

or otherwise in accordance with the Act.

Members: becoming and ceasing to be a member

18 Membership

18.1 The Company shall have two classes of Members, being Ordinary Members and Management Members.

18.2 The Company shall admit to the Ordinary Membership an individual or organisation which:

18.2.1 applies to the Company using the application process approved by the management committee; and

18.2.2 is approved by the management committee.

A letter shall be sent to each successful applicant confirming their ordinary membership of the Company and their details included on the membership database.

Applications for admission as an Ordinary Member may be made to the admin and finance manager at any time.

18.3 Persons may only be admitted as Management Members with the consent of the management committee in accordance with the provisions of Article **Error! Reference source not found.**.

18.4 An applicant for Ordinary Membership should be over sixteen years of age, but the management committee may relax this rule at its discretion.

18.5 The management committee may in its absolute discretion decline to accept any application for Ordinary Membership and need not give reasons for doing so.

18.6 All Members must pay to the Company on becoming an Ordinary Member an annual subscription fee and a news sheet fee, which are payable in advance. The rates to be determined by the management committee.

18.7 The management committee may in its sole discretion exempt an Ordinary Member from making payments to the Company.

18.8 The management committee may establish different classes of Ordinary Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members.

18.9 An Ordinary Member shall immediately notify the Company of any permanent change of address.

19 Transfer of Membership

19.1 Membership of the Company is not transferable.

19.2 When a Member dies, their Membership shall automatically cease.

19.3 A Member may withdraw from Membership of the Company by giving 7 days' notice to the Company in writing and any person ceasing to be a Member shall be removed from the Register of Members.

20 Expulsion of member

20.1 The management committee may terminate the Membership of any Member without his consent by giving the Member written notice if, in the reasonable opinion of the management committee, the Member:

20.1.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or

20.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or

20.1.3 has failed to observe the terms of these Articles and the Rules.

Following such termination, the Member shall be removed from the Register of Members.

20.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The management committee must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be a right to appeal from a decision of the management committee to terminate the Membership of a Member at the next general meeting of the Company. The appeal shall be heard in open meeting and a vote taken by all Members present as to whether the appeal shall be upheld or dismissed. A vote shall be by secret ballot and the decision communicated in secret to the Chairman of the meeting who shall pronounce the result. The decision of the meeting is final.

20.3 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to the Company any subscription or other sum owed by him.

21 Guests

21.1 Every Ordinary Member may introduce one guest to each ordinary meeting of the Company provided that the guest introduced has not been expelled from the Company or refused as an Ordinary Member and is over sixteen years of age.

21.2 Guests may also be introduced on visits of the Company provided conditions permit and the provisions of all rules are satisfied.

21.3 During visits arranged by the Company, Ordinary Members and guests must obey directions given by the official leaders of the party and by representatives of the undertaking visited.

21.4 Misconduct by any Ordinary Member and his guest will result in a report being placed before the management committee and may result in the expulsion of the Ordinary Member concerned.

21.5 The Company cannot hold itself responsible for any loss or damage occasioned by Ordinary Members or guests at any time. Such damage howsoever occasioned shall be the sole responsibility of the individual or individuals concerned.

Decision making by Ordinary Members

22 General meetings

22.1 A general meeting of the Company shall be held annually within six months of the end of the financial year of each year (save for exceptional circumstances preventing this from taking place). Notice of the annual general meeting shall be given with the News Sheet which has a despatch date at least three months before the annual general meeting. The agenda for the meeting shall be distributed with the News Sheet which has a despatch date at least one month before the annual general meeting.

22.2 Other general meetings may be held at times and places as deemed convenient by the management committee. Every Ordinary Member shall receive twenty-one days' notice of these meetings.

22.3 Any Ordinary Member wishing to express his views on any matter which may properly be brought up at a general meeting but who is unable to attend in person may express his views in writing to the secretary not less than four days before the date of the meeting and the secretary shall present these views to the meeting. Any Ordinary Member unable to attend a meeting in person may advise the secretary not less than four days before the date of the meeting as to his views on any matter which may be brought to the vote and the secretary shall be required to cast votes for the Ordinary Member as though the Ordinary Member was personally present at the meeting.

22.4 A quorum at any general meeting shall consist of 25 Ordinary Members and no business may be conducted unless a quorum be present.

22.5 The secretary will be required to convene an extraordinary general meeting within one month of representations in writing from ten or more Ordinary Members.

23 Votes of Members

23.1 Subject to the Act, at any general meeting:

23.1.1 every Ordinary Member who is present in person (or by proxy) shall on a show of hands have one vote; and

23.1.2 every Ordinary Member present in person (or by proxy) shall on a poll have one vote.

24 Poll votes

24.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.

24.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

25 Proxies

25.1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

25.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

Administrative arrangements

26 Means of communication to be used

26.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

26.1.1 if properly addressed and sent by prepaid United Kingdom post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

26.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

26.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

26.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

26.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

27 Rules

27.1 Any proposed alterations to the Articles should be supported by at least three Members and submitted to the secretary in writing by the News Sheet despatch date which falls at least two months before the AGM.

28 Indemnity and insurance

28.1 Subject to article 28.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

28.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

28.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 28.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

28.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

28.3 The management committee may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

28.4 In this article:

28.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

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

28.4.3 a relevant officer means any director or other officer or former director or other officer of the Company or an associated company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

29 Publications

29.1 No Ordinary Member or other person may, without prior written consent of the management committee, use the name of the Company or its officers in any communication in any manner which is in the opinion of the management committee prejudicial to the Company or to its reputation in any manner. Any breach of this rule will render the Ordinary Member concerned liable to expulsion.

29.2 Authority for the use of information obtained from Company publications or records for use in non-Company publications must first be obtained in writing from the secretary.