

The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

## **Memorandum of Association of Northmoor Community Association**

1. The name of the company is Northmoor Community Association.
2. The registered office of the Company will be situated in England and Wales.
3. The objects of the Company are to promote any charitable purpose for the benefit of the inhabitants of Northmoor, South Manchester, to relieve poverty, promote health, advance education and provide or assist in the provision of facilities for recreation or leisure time occupation with the object of improving the quality of life of said persons, and in particular but not exclusively:
  - (a) to establish, maintain and manage a community building;
  - (b) to promote and run training, vocational training, workshops, advice sessions, events, and other activities as considered appropriate in furtherance of the objectives;
  - (c) to undertake any other activities considered appropriate in furtherance of the above objectives.
4. In furtherance of the above but not otherwise, the Company shall have the following powers:
  - (a) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects;
  - (b) To publish books, pamphlets, reports, leaflets, journals, films and instructional matter;
  - (c) To hold lectures, seminars, conferences, courses, and exhibitions;
  - (d) To receive donations, endowments, sponsorship fees, subscriptions and legacies from persons desiring to promote the Company's objects or any of them and to hold funds in trust for same;

- (e) Subject to such consents as may be required by law (if any) to borrow or raise money for the Company on such terms and on such security as may be thought fit;
- (f) To establish and support or aid in the establishment and support or to amalgamate with any other charitable institutions or associations and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects;
- (g) To undertake and execute any charitable trusts which may be lawfully undertaken by the Company and may be necessary to its objects;
- (h) . To invest the moneys of the Company not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as for the time being may be imposed or required by law and subject also to the provisions of this Memorandum of Association;
- (i) To sell, improve, develop, exchange, let or rent, royalty or otherwise and in any manner deal with or dispose of all or any of property and assets for the time being of the Company subject to such consents as may be required by law and subject also to the provisions of this Memorandum of Association;
- (j) To engage or employ such personnel (not being members of its Management Committee), whether as employees, consultants, advisers or however, as may be required for the promotion of the objects of the Company;
- (k) To open and operate bank accounts and other facilities for banking in the name of the Company;
- (l) To provide indemnity insurance to cover the liability of the members of the Management Committee
  - (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 which they may be guilty in relation to the Company;
  - (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986:

Provided that any such insurance in the case of (i) above shall not extend to any claim arising from any act or omission which the members of the Management Committee knew to be a breach of trust or breach of duty or which was committed by the members of the Management Committee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Management Committee in their capacity as directors of the Company and in the case of (ii) shall not extend to any liability to make such a contribution where the basis of the Management Committee member's liability in her/his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that

the Company would avoid going into insolvent liquidation;

- (m) To do all such other lawful things as may be necessary for the attainment of the above objects or any of them.

PROVIDED THAT:

- (n) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
  - (o) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
5. The Company and its activities shall be non-party political, non-sectarian in religion, and non-discriminatory of race or sexual orientation.
6. The income and property of the Company shall be applied solely towards the promotion of its objects set out in this Memorandum of Association, and no portion shall be transferred directly or indirectly by way of dividend, bonus, or otherwise whatsoever by way of profit to the members of the Company and no member of the Management Committee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company, PROVIDED THAT nothing shall prevent any payment in good faith by the Company:
- (a) Of the usual professional charges for business done by any member of the Management Committee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or her, when instructed by the Company to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Management Committee benefit under this provision and that a member of the Management Committee shall withdraw from any meeting at which her or his appointment or remuneration, or that of his/her partner, is under discussion.
  - (b) Of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Management Committee) for any services rendered to the Company;
  - (c) Of interest on money lent by any member of the Company (or of its Management Committee) at a rate per annum not exceeding 2 per cent less than the base lending rate of the Company's bankers or 3 per cent, whichever is the greater;
  - (d) Of reasonable and proper rent for premises demised or let by any member of the Company (or of its Management Committee);
  - (e) Of fees, remuneration or other benefits in money or money's worth to a company of which a member of the Management Committee may be a member holding not more than 1/100th

part of the capital of the company;

- (f) Of grants, loans, donations or any other kind of financial assistance to any individual, organisation, firm, company, society or statutory authority which is a member of the Company or is represented on the Management Committee, provided that any such assistance is exclusively in respect of charitable activities in furtherance of the objects of the Company;
  - (g) Of reasonable out-of-pocket expenses to any member of the Management Committee;
  - (h) Of any premium as permitted by clause 4 (1).
7. The liability of the members is limited.
  8. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time s/he/it is a member, or within one year afterwards, for the payments of the debts and liabilities of the Company contracted before the time at which s/he/it ceases to be a member and of the costs, charges and expenses of winding up the same and for the adjustments of the rights of the contributors among themselves such amount as may be required not exceeding one pound.
  9. If upon the winding up or dissolution of the Company there remains, after the satisfaction of its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income to an extent as least as great as is imposed on the Company under or by virtue of clause 6 above, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to this provision, then to some other charitable object within the Company's area of benefit.
  10. No such addition, alteration or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force as shall cause the Company to cease to be a charity in law.

The Companies Acts 1985 & 1989

COMPANY LIMITED BY GUARANTEE

## **Articles of Association of Northmoor Community Association**

### **Interpretations**

In these Articles:

“The Act” means the Companies Act 1985 as amended by the Companies Act 1989 and any other amendments from time to time in force.

“The Company” means the above-named company.

“The Management Committee” means all those persons appointed to perform the duties of directors of the Company.

“Secretary” means any person appointed to perform the duties of the Secretary of the Company.

“Employee” means anyone holding a contract of employment with the Company to undertake eight or more hours paid work per week for the Company.

“The Seal” means the common seal of the Company.

“The Commissioners” means the Charity Commissioners for England and Wales.

“In writing” shall be taken to include references to writing, printing, photocopying and other methods of representing or reproducing words in a visible form. Words importing the singular number shall include the plural and vice versa unless a contrary intention appears. Words importing persons shall include bodies corporate and associations if not inconsistent with the context. Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act.

Any statutory instruments or regulations from time to time in force shall be deemed to apply to this Company, whether or not these Articles have been amended to comply with such instrument or regulation.

### **Members**

2. The first members of the Company shall be the Subscribers to the Memorandum of Association.

3. The Management Committee may at its absolute discretion admit to membership:
  - (a) any individual who has attained the age of eighteen years and supports the objects of the Company and lives or works in the area of benefit. These individuals will be admitted as Full Members; and
  - (b) any society, company, unincorporated association or voluntary and community organisation operating in the area of benefit. These organisations will be admitted as Full Members; and
  - (c) any individual aged 14-17 years who supports the objects of the Company and lives in the area of benefit, such persons may be admitted as Junior Members. Junior members shall not have a vote nor be counted for purposes of quorums or any other part of these Memorandum and Articles unless expressly mentioned; and
  - (d) and individuals, organisations and statutory organisations, not eligible for membership in any of the above categories, such members shall be admitted as Associate Members. Associate members shall not have a vote nor be counted for purposes of quorums or any other part of these Memorandum and Articles unless expressly mentioned.
4. In the event that the Management Committee should refuse any application for membership, the applicant may appeal in writing to the Management Committee, the decision of which shall be final.
5. Each member which is an organisation shall appoint a representative who shall during the continuance of her/his appointment be entitled to exercise in any General Meeting of the Company all such rights and powers as the member would exercise if it were an individual person. Each member organisation shall send to the Secretary of the Company written notification of its choice of representative.

#### **Register of Members**

6. The Company shall maintain a Register of Members in which shall be recorded the name, address and category of every member, and the dates on which she/he/it became a member and on which she/he/it ceased to be a member. Every member shall either sign a written consent to become a member or sign the Register of Members on becoming a member, and in the case of a member organisation a duly authorised officer shall sign on its behalf. A member shall notify the Secretary in writing within seven days of a change to her/his/its name or address.

#### **Cessation of Membership**

7. The rights and privileges of a member shall not be transferable or transmissible, and all such rights and privileges shall cease upon the member ceasing to be such.

8 A member shall cease to be a member if she/he/it:

- (a) resigns in writing to the secretary; or

- (b) ceases to meet the criteria for membership as described in Article 3; or
- (c) dies, if an individual person; or
- (d) is wound up or goes into liquidation, if a corporate body or association; or
- (e) is expelled by the Management Committee for conduct prejudicial to the Company, provided that any member so expelled shall be entitled to make representation to the meeting at which the decision is to be made.

### **General Meetings**

9. The Company shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it. Every Annual General Meeting except the first shall be held not more than fifteen months after the last preceding Annual General Meeting. Provided the first Annual General Meeting shall be held within eighteen months of incorporation, it need not be held in the year of incorporation or in the following year.
10. The business of an Annual General Meeting shall comprise:
  - (a) the consideration of the Report and Accounts presented by the Management Committee;
  - (b) the election of members of the Management Committee;
  - (c) the appointment of the auditor or auditors (if any);
  - (d) such other business as may have been specified in the notices calling the meeting.
11. All General Meetings other than the Annual General Meeting and regular committee meetings shall be called Extraordinary General Meetings.
12. The Management Committee may whenever they think fit convene an Extraordinary General Meeting, and an Extraordinary General Meeting shall be convened on receipt of a requisition signed by at least four members of the Company.
13. Decisions at General Meetings shall be made by passing resolutions:
  - (a) Decisions involving an alteration to the Memorandum or Articles of Association of the Company and other decisions so required from time to time by statute shall be made by Special Resolution. A Special Resolution is one passed by a majority of not less than three-fourths of votes cast.
  - (b) All other decisions shall be made by Ordinary Resolution requiring a simple majority vote of votes cast at a General Meeting.

### **Notices**

14. An Annual General Meeting and any General Meeting which is to consider a Special Resolution or a resolution to remove the auditor or a member of the Management Committee shall be called

by at least twenty-one clear days' notice. Any other General Meeting shall be called by at least fourteen clear days' notice.

15. Notice of every General Meeting shall be given in writing to every member of the Company and to such other persons who are entitled to receive notice, and shall be given personally or sent to each member at the address and/or email recorded in the Register of Members and to other persons at their Registered Office.
16. Notice of all meetings shall be given exclusive of the day on which it is served and shall specify the exact time and place of the meeting. In the case of a General Meeting which is to consider a Special Resolution or a resolution to remove a Management Committee member or the auditor, such resolution shall be specified in the notices calling that meeting. In the case of all other General Meetings, the general nature of the business to be considered shall be specified.
17. Where notice is sent by post, notice shall be deemed to have been served by properly addressing, prepaying and posting the notice and to have been served forty-eight hours after the notice has been posted.
18. The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

#### **Proceedings at General Meetings**

19. Only Full members present in person (including representatives of member organisations) shall be entitled to vote. Proxy voting is not permitted.
20. Only one vote may be cast by or for each Full member on any particular resolution.
21. No business shall be transacted at a General Meeting unless a quorum is present. Unless and until otherwise decided by a General Meeting, 4 elected members or 50% of the membership shall be a quorum.
22. If thirty minutes after the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned until such time and place as the Management Committee may decide, and all members shall be given such notice as is practicable of the time, date and place of such an adjourned meeting. The members present at a meeting so adjourned shall constitute a quorum for that meeting only.
23. At every General Meeting the Chairperson of the Company (if there is one) shall preside, but if she/he is not present twenty minutes after the time appointed for the commencement of the meeting, the members present shall choose one of their number to be Chairperson of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
24. The Chairperson may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for thirty



days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

25. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before or on the declaration of the result of the show of hands, demanded by at least two members present in person. Unless a secret ballot be so demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or lost and an entry to that effect in the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportions of the votes recorded in favour or against such resolution.
26. If a secret ballot is duly demanded it shall be taken in such a manner as the Chairperson directs, provided that each member and representative shall have only one vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. The demand for a secret ballot may be withdrawn.
27. The demand for a secret ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded.
28. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chairperson of the meeting shall have a second or casting vote.

#### **Honorary Officers**

29. The Management Committee at their first meeting following the Annual General Meeting, shall appoint, from amongst their own number, a Chair, Vice Chair Treasurer and such other Honorary Officers as it considers fit.

In the event of a casual vacancy occurring in any officer post, the Management Committee may appoint one of their number to fill such vacancy until the next Annual General Meeting.

#### **Management Committee**

30. The Company shall have a Management Committee comprising not less than six and not more than twelve persons, as follows: 10 members elected & co-opted with not more than 5 persons representing organisations as determined by the Management Committee at any time
31. Elections shall be conducted in accordance with such procedures as may be specified by the Management Committee or by the Company in General Meeting. Candidates standing for election to the Management Committee must be nominated at least 2 weeks prior to the election. The Management Committee will decide on the method of election to be used, depending on the number of candidates standing.
32. The initial Management Committee of the Company from incorporation until the Company's first Annual General Meeting shall be appointed by the Subscribers to the Memorandum of Association.
33. At every Annual General Meeting one-half of the elected members of the Management Committee shall retire from office (or, if their number is not divisible by two, then the number

nearest to one-half), those to retire being those who have been longest in office since they were last elected. In the event of there being two or more persons with the same length of service then, in the absence of agreement, those to retire shall be decided by lot.

34. Members of the Management Committee co-opted under 30(c) shall serve until the Annual General Meeting following their co-option they shall be eligible for further co-option.
35. The Management Committee may co-opt to fill casual vacancies provided co-options shall come to an end at the next Annual General Meeting.
36. For the avoidance of doubt, members of the Management Committee are directors of the company within the meaning of the Companies Act, and charity trustees within the meaning of charity law.
37. Under no circumstances shall any of the following serve as Management Committee members:
  - (a) employees of the Company;
  - (b) persons aged under eighteen years;
  - (c) persons who are bankrupt or who are otherwise disqualified by law from serving as company directors;
  - (d) persons who have an unspent conviction involving dishonesty or who are otherwise disqualified by law from serving as charity trustees.
38. A Management Committee member shall declare an interest in and shall not speak or vote in respect of any matter in which they have a personal material or financial interest or any matter arising from it, and shall withdraw from a meeting while such an issue is discussed.
39. Management Committee members may be paid all reasonable out-of-pocket expenses incurred by them in attending and returning from meetings of the Management Committee or General Meetings of the Company or in connection with the business of the Company, but otherwise - subject to Memorandum 6 of the Memorandum of Association- shall receive no remuneration.
40. A Management Committee member shall cease to be such immediately if she/he:
  - (a) resigns her/his office in writing to the Company; or
  - (b) ceases to be a member of the Company, or is the representative of an organisation which ceases to be a member, or is the representative of member organisation which replaces her/him as its representative; or
  - (b) fails to attend three consecutive meetings of the Management Committee without good reason, and the Management Committee decide that by virtue of such absence she/he shall cease to hold office; or
  - (c) in the opinion of a majority of the Management Committee, fails to declare their interest in any contract as referred to in Article 38; or

- (d) becomes bankrupt or, in the opinion of the Management Committee, incapable on medical or psychological grounds of carrying out the duties of a Management Committee member; or
- (f) is removed from office by resolution of the Company in General Meeting in accordance with Section 303 of the Act; or
- (g) is disqualified by law from serving as a director of a company or as a trustee of a charity.

#### **Powers and Duties of the Management Committee**

- 41. The business of the Company shall be managed by the Management Committee who may pay all expenses of the formation of the Company as they think fit and may exercise all such powers of the Company as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting.
- 42. No regulation made by the Company in General Meeting shall invalidate any prior act of the Management Committee which would have been valid had that regulation not been made.
- 43. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed in such manner as the Management Committee shall from time to time direct, provided that all instruments of expenditure above a certain limit specified by the Management Committee must be signed by 1 senior member of staff and 1 Management Committee Member.
- 44. Without prejudice to its general powers, the Management Committee may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part of them and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company, subject to such consents as may be required by law.

#### **Proceedings of the Management Committee**

- 45. Members of the Management Committee may meet together for the despatch of business and may adjourn and otherwise regulate their meetings as they think fit.
- 46. Questions arising at any meetings shall be decided by a majority of votes, each member of the Management Committee having one vote. In the case of an equality of votes, the Chairperson of the meeting shall have a second or casting vote.
- 47. An honorary officer or the Secretary may, on the requisition of two or more Management Committee members, summon a meeting of the Management Committee by giving reasonable notice to all its members. It shall not be necessary to give notice of a meeting of the Management Committee to any of its members for the time being absent from the United Kingdom.
- 48. The quorum necessary for the transaction of the business of the Management Committee shall be one-half of the Management Committee members or four members, whichever is the greater.

49. The Management Committee may act regardless of any vacancy in their body but, if and so long as their number is less than the minimum prescribed in these Articles, the Management Committee may act for the purposes of increasing the number to that number, or of summoning a General Meeting of the Company, but for no other purpose.
50. At every meeting of the Management Committee the Chairperson of the Company shall preside, but if they are not present within twenty minutes after the time appointed for the commencement of the meeting the Management Committee members present shall choose one of their number to be Chairperson of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
51. The Management Committee shall cause accurate records to be made, in books provided for that purpose, of:
  - (a) the name, details and date of appointment of all persons appointed to office
  - (b) the names of the Management Committee members, officers, members, representatives and other persons present at all General, Management Committee and Sub-Committee meetings of the Company;
  - (c) minutes of all proceedings and resolutions at all General, Management Committee and Sub-Committee meetings of the Company;
52. All such records and minutes shall be open to inspection during normal working hours by any member of the Management Committee and by any person authorised by the Company in General Meeting. Minutes of General Meetings shall be available for inspection by any member of the Company during normal working hours.
53. The Management Committee may delegate any of their powers to Sub-Committee consisting of such members of their body and/or the Company as they think fit. Any Sub-Committee so formed shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Management Committee, which regulations shall always include provision for regular and prompt reports to the Management Committee.
54. All acts done by any meeting of the Management Committee or by any person acting as a member of the Management Committee shall, even if it be afterwards discovered that there was some defect in the appointment of any such Management Committee member or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Management Committee member.
55. A resolution in writing, signed by all the Management Committee members for the time being entitled to vote, shall be valid and effective as if it had been passed at a meeting of the Management Committee, and may consist of several documents in the same form, each signed by one or more Management Committee members.
56. The Management Committee may at their discretion invite other persons to attend its meetings with or without speaking rights, and without voting rights.

### **Secretary**

57. The Management Committee shall appoint a Secretary of the Company upon such conditions as they think fit and any Secretary so appointed may be removed by them. No remuneration may be paid to a Secretary who is also a member of the Management Committee.
58. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Management Committee member and the Secretary shall not be satisfied by its being done by or to the same person acting in both capacities.

### **The Seal**

59. If the Company has a Seal, it shall only be used by the authority of the Management Committee and every instrument to which the Seal shall be applied shall be signed by a Management Committee member and shall be countersigned by the Secretary or by a second Management Committee member. Every such application of the Seal shall be minuted.

### **Accounts**

60. The Management Committee shall cause proper accounts to be kept in accordance with the law for the time being in force with respect to:
- (a) all sums of money received and expended by the Company and the matters for which the receipt and expenditure takes place;
  - (b) all sales and purchases of goods by the Company;
  - (c) the assets and liabilities of the Company.
61. Proper accounts shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions.
62. The accounts shall be kept at the Registered Office of the Company or, subject to section 222 of the Act, at such other place or places as the Management Committee thinks fit, and shall always be open to the inspection of all members and officers and by other persons authorised by the Company in General Meeting.
63. The Management Committee shall from time to time, in accordance with sections 226 and 241 of the Act, cause to be prepared and to be laid before the
- Company in General Meeting such income and expenditure accounts, balance sheets, and any reports referred to in those sections.
64. (a) A copy of every balance sheet (including every document required by law to be annexed to it) which is laid before the Company in General Meeting, shall be sent to every member prior to the general Meeting
- (b) The Auditor's report, together with the Management Committee's report, shall be sent to every member and stakeholder not less than 21 days prior to the AGM.
65. The Management Committee shall comply with their obligations under the Charities Act 1993

(or any statutory re-enactment or modification of that Act) with regard to the transmission of the statements of account of the Company to the Commissioners.

#### **Audit**

66. In accordance with the law for the time being in force the Company may - if it is eligible to do so - apply the small company audit exemptions. Otherwise once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.
67. Auditors shall be appointed and their duties regulated in accordance with sections 237 and 384 of the Act. A member of the Management Committee or his/her firm shall not be authorised to act as an auditor to the Company.

#### **Annual report**

68. The Management Committee shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commissioners.

#### **Indemnity**

69. Subject to the provisions of the Act every Management Committee member or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by them in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

#### **Regulations**

70. The Company in General Meeting or the Management Committee may from time to time make, adopt and amend such regulations in the form of bye-laws, standing orders, secondary rules or otherwise as they may think fit for the management, conduct and regulation of the affairs of the Company and the proceedings and powers of the Management Committee and Sub-Committees provided that such regulations are not inconsistent with the Memorandum and Articles, and do not amount to an addition or alteration such as could only legally be made by an alteration to the Memorandum or Articles of Association. All members of the Company and the Management Committee shall be bound by such regulations whether or not they have received a copy of them.

#### **Dissolution**

71. Clause 9 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if its provisions were repeated in these Articles.