

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

THE NUCLEAR EDUCATION TRUST

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Company number:5530662

THE COMPANIES ACTS 1985 AND 1989

Company Limited by Guarantee and not having a Share Capital

MEMORANDUM OF ASSOCIATION OF

The Nuclear Education Trust

1. Name of Company

The name of the Company is The Nuclear Education Trust, called in this document "the Company".

2. Registered Office

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

3. Objects of the Company

3.1 The objects of the Company (the "Objects") are:-

(a) To advance education by promoting the study and understanding of and research into arms control and disarmament, defence and security, with an emphasis on nuclear weapons and other weapons of mass destruction.

4. What the Company may do

4.1 The Company has the following powers which may be used only to promote the Objects :-

(a) subject to any consent required by law, to buy, take on lease, sell, lease or otherwise dispose of, hire, charge or mortgage or acquire any land or property of any sort;

(b) to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment the buildings and any other premises or structure or land owned or occupied by the

Company;

- (c) to employ and pay any employees, officers, servants and professional or other advisers;
- (d) to raise funds and borrow money, invite and receive contributions or grants, enter into contracts, seek subscriptions or raise money in any other way;
- (e) to give or receive any guarantee or indemnity;
- (f) to promote or undertake study or research and disseminate the results of such;
- (g) to produce, print and publish anything in written, oral, visual or electronic media;
- (h) to provide or procure the provision of services, training, consultancy, advice, support, counselling or guidance;
- (i) to promote and advertise the Company's activities;
- (j) to invest any money that the Company does not immediately need in any investments, securities or properties; and to set aside funds for special purposes or as reserves;
- (k) to undertake any charitable trust;
- (l) to make provision for the payment of pensions to or on behalf of employees and their dependants;
- (m) to raise funds and carry on trade but not by means of taxable trading;
- (n) to establish, promote and otherwise assist any limited company or companies for the purpose of acquiring any property or of furthering in any way the Objects through trading and to establish such limited company or companies either as wholly owned subsidiaries of the Company or jointly with other persons, companies, government departments or local authorities and to finance such limited company or companies if the Trustees see fit by way of loan or share subscription on commercial terms provided that

the Company shall seek professional legal advice before financing such companies;

- (o) to establish, support or join with any charitable companies, institutions, societies or associations whose objects are the same as or similar to its own;
- (p) to purchase or otherwise acquire any of the property, assets and liabilities of any of the charities, institutions, societies or associations with which the Company is authorised to join, and to perform any of their engagements;
- (q) to transfer any of the Company's property, assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Company is authorised to join;
- (r) to open and operate banking accounts and other banking facilities;
- (s) to enter into any arrangements with any governments, authorities or any person, company or association;
- (t) to insure any risks arising from the Company's activities;
- (u) to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as Trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustees concerned knew that, or were reckless whether, the act or omission was a breach of trust or breach of duty;
- (v) to make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commission;
- (w) to pay all the expenses and costs of establishing the Company;
- (x) to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers")

the exercise of all or any of its powers of investment (an "investment" is an asset which is capable of producing income and may also increase in capital value);

Provided always that :-

- (i) the Managers are authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000, or a company or firm of repute which is an authorised exempt person within the meaning of that Act;
- (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;
- (iii) the Managers are under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers and report regularly on the performance of investments managed by them;
- (iv) the Company is entitled at any time to review, alter or terminate the delegation or the terms thereof;
- (v) the Company is bound to review the arrangements for delegation at intervals but so that any failure by the Company to undertake such reviews shall not invalidate the delegation;
- (y) to permit any investments belonging to the Company to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such;
- (z) to do anything else within the law which helps promote the Objects.

5. Use of income and property

5.1 The income and property of the Company shall be applied solely towards the promotion of the Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the Company or Trustees, and no Trustee may be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company except as shown below under 'Allowed Payments'.

6. Allowed Payments

6.1 The Company may pay:-

- (a) Reasonable and proper payment to any officer or servant of the Company who is not a Trustee for any services to the Company.
- (b) Reasonable and proper remuneration to a Trustee for services actually rendered to the Company including the usual professional charges for services provided or business done by a Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or her firm instructed by the Company to act in a professional capacity on its behalf, PROVIDED THAT:-
 - (i) the number of Trustees so remunerated shall not exceed a minority of the quorum of the Board of Trustees;
 - (ii) such Trustee shall be absent from all meetings at which the terms and conditions of his or her engagement by the Company are discussed;
 - (iii) such Trustee shall not vote on any resolution relating to his or her engagement;
 - (iv) the other Trustees are satisfied that his engagement, or that of his or her firm, is both necessary and expedient in the interests of the Company.

- (c) Interest on the money lent by any member of the Company or any Trustee. The annual rate of interest must not be more than 2% below the base rate of one of the clearing banks or a rate of 3% whichever is the greater.
- (d) Reasonable out-of-pocket expenses to any Trustee.
- (e) Reasonable and proper payment to a company of which a Trustee holds not more than a hundredth of the capital.
- (f) Reasonable and proper rent of premises demised or let by any member of the Company or Trustee.
- (g) All reasonable and proper premiums in respect of indemnity insurance effected in accordance with the powers in this Memorandum.
- (h) In exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission.

PROVIDED THAT no member of the Company or Trustee shall be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give a benefit to that member of the Company or Trustee.

7. Alterations to this Memorandum

- 7.1 No alterations to this Memorandum may be made which would cause the Company to cease to be a charity in law. Other alterations to this Memorandum may only be made by special resolution. For a special resolution to be valid, 21 clear days' notice of it must be given and 75% of those voting must vote in favour of it. Such a resolution may be passed on shorter notice if 95% of the total number of members having the right to vote agree, unless it is in respect of an annual general meeting in which case 100% of the members having the right to vote agree to such short notice.
- 7.2 Alterations may only be made to the Objects to any clause of this memorandum or articles which directs or restricts the way money or the property of the Company may be used

with the Charity Commission's prior written consent.

7.3 The Charity Commission and the Registrar of Companies must be informed of alterations and all future copies of the Memorandum issued must contain the alteration.

8. Limited Liability

8.1 The liability of the members is limited.

9. Guarantee by Members of the Company

9.1 Every member of the Company agrees to contribute to the Company £1 or any smaller amount required if:-

- (a) the Company is wound-up while he or she is a member or within a year afterwards; and
- (b) the Company has debts and liabilities which it cannot meet out of its assets.

10. Winding-up of the Company

10.1 If the Company is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must not be distributed among the members of the Company. Instead it must be given or transferred to some other charitable institution or institutions. This other institution must have similar objects to those of the Company and must prohibit the distribution of its income and property among its members to an extent at least as great as that required by this Memorandum of Association.

10.2 The institution or institutions will be chosen by the members of the Company at or before the time when the Company is wound-up or dissolved and if that cannot be done then the property shall be given to some other charity or charitable object.

11. **Subscribers**

We, the people whose names, addresses and descriptions are written below, wish to form into a company with this Memorandum of Association.

Signatures, addresses and occupations of Subscribers

CAMPAIGN FOR NUCLEAR DISARMAMENT

162 HOLLOWAY ROAD

LONDON

N7 8DQ

(Company No. 03533653)

Company number:5530662

THE COMPANIES ACTS 1985 AND 1989

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION OF

The Nuclear Education Trust

as amended by special resolution on 15th July 2007

1. Meaning of Words

1.1 In these Articles and the Memorandum the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:-

1.2 Words	Meanings
Act	The Companies Acts 1985 and 1989 and as amended by subsequent acts
Articles	These Articles of Association
Board	The Board of Trustees of the Company whose members are the directors of the Company and are charity trustees
Chairperson	The chairperson of the Board of Trustees
Charity Commission	The Charity Commission of England and Wales
clear day	24 hours from midnight following the relevant event
Company	The Nuclear Education Trust
indemnity insurance	insurance against personal liability incurred by any Trustee for an act or omission which is or

is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty

Month	Calendar month
Office	The registered office of the Company
Regulations	Any rules, standing orders or regulation made in accordance with these Articles
Seal	The common seal of the Company
taxable trading	carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profit of which are subject to corporation tax
Trustees	The directors of the Company
United Kingdom	Great Britain and Northern Ireland
In writing	Written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form including by e-mail or fax

3 Words in the singular form include the plural and vice versa.

1.4 The words "person" or "people" include corporations.

1.5 Apart from the words defined above, any words or expression defined in the Act or any change to the Act in force when these Articles become binding on the Company will have the same meanings in these Articles, provided they are consistent with the subject or context.

1.6 Headings are not part of the Memorandum or Articles.

2. The Constitution of the Company; Rights of Inspection by Members

2.1 The Company is established for the objects shown in the Memorandum of Association.

2.2 A copy of the Memorandum and Articles and any Regulations must be available for inspection at the Office. Any member must be given a copy of these on payment of a reasonable fee fixed by the Board.

3. Members

3.1 The number of members of the Company is unlimited.

3.2 The Company must keep at the Office a register of members showing their name, address and date of membership.

3.3 The register is available for inspection.

4. Membership **

4.1 The initial member is the subscriber who signed these Articles.

4.2 Membership is open to the following:-

(a) Any individual aged 18 or over whom the Company decides to admit to membership.

(b) Any organisation which the Company decides to admit to membership.

(c) Any individual which the Company decides to admit to membership, which shall include all current Trustees.

4.3 A member which is an organisation must, if asked, give a copy of its constitution to the Company.

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4.4 Each member which is an organisation has the right to appoint one representative. At any time by giving notice

in writing to the Company, that member can cancel the appointment of its representative and appoint another instead. The member must confirm the name of its representative at the Company's request. The representative has the right to attend and to vote at general meetings of the Company and any vote given shall be valid unless prior to the vote the Company receives written notice ending the representative's authority.

4.5 Members which are organisations stop being members in the same way as individual members stop being members.

4.6 The Board may delegate the power to admit members.

5. No transfer of Membership

5.1 None of the rights of any member of the Company may be transferred or transmitted to any other person.

6. Ending of Membership **²

6.1 A member stops being a member of the Company if:

- (a) the member resigns from membership by giving notice in writing to the Company; or
- (b) the member who was admitted to membership as a Trustee, but is no longer a Trustee.
- (c) membership is ended under Article 7; or
- (d) the member's subscription (if any) remains unpaid six months after it is due and the Board resolves to end that member's membership; or
- (e) the member fails to respond in writing within 60 days of being sent a notice in writing requesting confirmation that they wish to remain a member and the Board resolves to end membership. The notice must contain a warning that membership may be ended.

7. Removal from Membership

7.1 The Board may suspend the rights of any member by giving

the member notice in writing of the suspension.

- 7.2 Within 28 days of receiving that notice the member can appeal in writing to the Company against the suspension. If no appeal is received within the time limit, the member automatically stops being a member. If an appeal is received within the time limit, the suspension must be considered by the Board or a committee appointed by the Board. The member has the right to be heard at the meeting or may make written representations. The meeting must either confirm the suspension, in which case membership ends, or lift the suspension.

8. General Meetings

- 8.1 Each year, the Company must hold an annual general meeting in addition to any other general meeting in that year. The annual general meeting must be specified as such in the notices calling it. The first annual general meeting must be held within 18 months of the incorporation of the Company and not more than 15 months must pass between one annual general meeting and the next.

9. Extraordinary General Meetings

- 9.1 All general meetings except annual general meetings are called extraordinary general meetings.

10. Calling of Extraordinary General Meetings

- 10.1 The Board may call an extraordinary general meeting whenever they wish. Such a meeting must also be called if not less than ten percent of the members of the Company request it.

11. Notice of General Meetings

- 11.1 An annual general meeting and a meeting called for the passing of a special resolution must be called by giving at least 21 clear days' notice in writing. Other general meetings must be called by giving at least 14 clear days' notice in writing. These notices must specify the place, date and time of the meeting. If special business is to be discussed, full details or the general nature of the business must be given. Notice of the meeting must be

given to everyone entitled by these Articles to receive it.

11.2 However, even if shorter notice is given than that required above, the meeting will be treated as having been correctly called if it is so agreed:-

(a) in the case of an annual general meeting, by all the members entitled to attend and vote at it;
or

(b) in the case of any other meeting, by a majority of the members who have a right to attend and vote. But this majority must represent at least 95% of the total membership of the Company members who have voting rights.

12. Ordinary and Special Business at General Meetings

12.1 At an extraordinary general meeting all business will be treated as special business. At an annual general meeting all business will be treated as special except the consideration of accounts and balance sheets, the reports of the Trustees and auditors, the election of Trustees in place of those retiring, the appointment of auditors, and the fixing of the remuneration of the auditors.

13. Quorum

13.1 Business may be done at a general meeting only if a quorum of members is present when the meeting begins to deal with its business. A quorum is one unless shown differently below.

14. Adjournment if no Quorum

14.1 If the meeting is called by the demand of members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in another way, the meeting must be adjourned to another day, time and place as the Board may decide.

14.2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

15. Chairperson

15.1 The Chairperson (if any) of the Board should normally preside as Chairperson at every general meeting of the Company. If there is no Chairperson, or if he/she will not be present within 15 minutes after the appointed starting time or is unwilling to take the chair the Board shall select shall be Chairperson of the meeting and in default the members at the meeting shall select a Chairperson.

16. Adjournment of the Meeting

16.1 The Chairperson may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place. But no business may be done at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.

16.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

17. Voting on Resolutions

17.1 At any general meeting a resolution put to the vote of the meeting is decided by a simple majority on a show of hands unless a poll is demanded (before or after the result of the show of hands is declared). A poll can be demanded by the Chairperson or a member or member's representative who is present. Members may vote by a proxy.

17.2 The Board may by a resolution approved by 75% of the current membership of the Board authorise the use of a postal or electronic ballot for the election of Trustees.

18. Proxies

18.1 A person holding a proxy may vote on any resolution.

18.2 An instrument appointing a proxy shall be in writing executed by or on behalf of the appointor and shall be in

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The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

19. Postal or Electronic Voting

19.1 If the Board decides to hold a postal, or electronic ballot for the election of Trustees :

- (a) members must be informed of the method and time limits for submitting nominations not less than 63 days before the annual general meeting such notice may be in any communication including publication sent to members;
- (b) nominations signed by a member must be submitted in writing to the Company no later than 42 days before the date of the annual general meeting;
- (c) ballot papers or directions for electronic voting will be sent to all the members of the Company no later than 21 days before the date of the annual general meeting;
- (d) the counting of the ballots will take place at or prior to the annual general meeting;
- (e) the election of Trustees shall be carried by a simple majority of the votes cast and in case of equality of votes the Chairperson shall decide between those candidates by lot, and proceed as if the candidate on whom the lot falls had received an additional vote;
- (f) if the vote of any member voting by post or electronically is uncertain or spoilt, or if doubt arises as to the intention of the member so voting the Chairperson shall have an absolute discretion to reject the vote;
- (g) where there are no more nominations than vacant posts the candidates shall be declared elected at the annual general meeting without the necessity of a ballot.

20. Declaration of Chairperson is Final

20.1 Unless a poll is demanded, the Chairperson's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book.

20.2 The demand for a poll may be withdrawn.

21. When a poll is taken

21.1 A poll must be taken immediately, if it is correctly demanded, to elect a Chairperson or to decide upon an adjournment. Polls about other things will be taken whenever the Chairperson says so. Business which is not the subject of a poll may be dealt with before or during the poll.

21.2 The Chairperson will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.

22. Voting and Speaking

22.1 Every member including the Chairperson has one vote. If the votes are level, the Chairperson has a casting vote.

22.2 The auditor or reporting accountant has the right to attend and speak.

22.3 A Trustee shall have the same rights to attend and speak as a member even if he or she is not a member.

23. Written Agreement to Resolution

23.1 Unless the law says otherwise, members may pass a valid resolution without a meeting being held. But for the resolution to be valid:

(a) it must be in writing;

(b) it must be signed by all those members (or their duly authorised representatives) entitled to receive notice of and, to attend general meetings;

(c) it may consist of two or more documents in identical form signed by members.

24. Management by the Board

24.1 The business of the Company is managed by the Board. They may pay all the expenses of promoting and registering the Company. They may use all powers of the Company which are not, by the Act or by these Articles, required to be used by a general meeting of the Company. But the Trustees are at all times governed first by the Act, second by the Memorandum and Articles, and third by any Regulations that a general meeting may prescribe.

25. Payment of Subscriptions

25.1 All members must pay the subscriptions that the Board decides from time to time. The Board may fix differing rates for subscriptions.

26. Cheques and Bills etc

26.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall indicate the name of the Company in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Board decides from time to time and cheques shall be signed by two Trustees unless the Board otherwise decides.

27. Indemnity of Trustees

27.1 In the management of the affairs of the Company no Trustee shall be liable for any loss to the property of the Company arising by reason of:

- (a) improper investment made in good faith (so long as the Trustee sought professional advice before making such investment); or
- (b) negligence or fraud of any agent employed by any Trustee in good faith (provided reasonable supervision shall have been exercised); or
- (c) any mistake or omission made in good faith by any

Trustee; or

- (d) by reason of any other matter or thing other than fraud, wrongdoing or wrongful omission on the part of the Trustee.

27.2 Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled every Trustee or other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in defending any proceedings whether civil or criminal in which judgment was given in his or her favour or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

28. Payment of reasonable expenses to members of the Board

28.1 The Trustees may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Company but shall not be paid any other remuneration except as permitted in the memorandum of association.

29. The Keeping of Minutes

29.1 The Board must have minutes entered in the minute books:-

- (a) of all appointments of officers by the Board;
- (b) of the names of the Trustees present at each of its meetings and of any committee of the Board;
- (c) of all resolutions and proceedings at all meetings of:
 - (d) (i) The Company;
 - (ii) The Board; and
 - (iii) Committees of the Board.

30. The Make-up of the Board³

30.1 The first Board consists of those people named in Statement of First Directors filed under Section 10 of the Act and sent to the Registrar of Companies when the Company is formed or appointed by them. They hold office until the first annual general meeting. After that, the Board consists of not less than three and no more than nine persons made up as follows:

- (a) the Chair of the Council of Campaign for Nuclear Disarmament;
- (b) the Treasurer of Campaign for Nuclear Disarmament;
- (c) up to one other member of the Council of Campaign for Nuclear Disarmament; and
- (d) up to six people elected by the members of the Company.

31. Retirement of members of the Board **

31.1 At the third annual general meeting after their election or appointment the Trustees both elected and appointed shall retire but all are eligible for re-election.

31.2 At the first three annual general meetings one-third of the Trustees shall retire. In the absence of agreement those to retire shall be selected by lot.

32. Change in composition of the Board

32.1 The make-up and number of the Board may be varied but not reduced below three. Variation can only be by a special resolution approved by a general meeting by a 75% vote in favour of such change of the members entitled to vote at the meeting.

33. Notification of Change of members of the Board to the Registrar of Companies

33.1 All appointments, retirements or removals of Trustees must be notified to the Registrar of Companies.

³ ***as amended by special resolution on 15th July 2007 ** as amended by special resolution on 10th October 2013**

34. Filling vacancies in the Board and Co-option

34.1 The Board can appoint anyone to fill a vacancy in the membership of the Board. They will hold office until the next annual general meeting. The Board may also co-opt up to three additional persons onto the Board at any one time. They will be eligible for re-election and may vote at meetings of the Board.

35. Ending of Board Membership

35.1 A Trustee ceases to hold office if he or she:-

- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- (b) becomes barred from membership of the Board because of any order made under the Act or by virtue of Section 72 of the Charities Act 1993; or
- (c) becomes incapable whether mentally or physically of managing his or her own affairs; or
- (d) resigns the office by notice in writing to the Company but only if at least three Trustees will remain in office when the resignation takes effect; or
- (e) is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- (f) is directly or indirectly involved in any contract with the Company and fails to declare the nature of his or her interest in the proper way. The proper way is by giving notice at the first meeting at which the contract is discussed or the first meeting after the member became interested in the contract; or
- (g) is removed from office.

36. Removal of a Trustee by a General Meeting

36.1 A general meeting of the Company may remove any Trustee before the end of his or her period of office whatever

the rest of these Articles or any agreement between the Company and the Trustee may say.

36.2 Removal can take place only by the Company passing an ordinary resolution saying so. Member(s) of the Company must give a notice to the Company of intention to remove a Trustee and/or appoint a replacement. At least 28 clear days' notice must be given to the Company and subsequently at least 21 clear days' notice to the membership. Once the Company receives such notice it must immediately send a copy to the Trustee concerned. He or she has a right to be heard at the general meeting. He or she also has the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the Trustee may require it to be read to the meeting.

37. Meetings of the Board

37.1 The Board may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles.

37.2 Questions arising at any meeting must be decided by a majority of votes. Every Trustee has one vote including the Chairperson. If the votes are equal, the Chairperson has a second or casting vote.

37.3 A Trustee may, and the Secretary if requested by a Trustee must, summon a meeting of the Board.

37.4 Notice of a meeting need not be given to any Trustee who is out of the United Kingdom.

37.5 Meetings may be held in person or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.

38. Officers of the Board

38.1 The Board may elect or remove a chairperson, treasurer and any other officers that it wishes from among the Trustees.

39. Quorum for the Board

39.1 The quorum necessary for business to be done at a Board meeting is a third of the Trustees subject to a minimum of three.

40. Vacancies on the Board

40.1 The Board may act despite any vacancy on the Board. but if the number of Trustees falls below the quorum, it may act only to summon a general meeting of the Company.

41. A Resolution may be Approved by Signature Without a Meeting

41.1 A resolution in writing signed by all the Trustees or any committee is as valid as if it had been passed at a properly held meeting of the Board or committee. The resolution may consist of several documents in the same form signed by one or more members of the Board or committee.

42. Validity of Acts Done at Meetings

42.1 If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee or that he or she was disqualified, anything done before the discovery at any meeting of the Board is as valid as if there were no defect or disqualification.

43. Delegation by the Board to Committees

43.1 The Board may delegate the administration of any of its powers to committees consisting of one or more Trustees and a committee must conform to any regulations that the Board imposes on it.

43.2 The Board may co-opt any person or people to serve on the committee.

43.3 All acts and proceedings of the committee must be reported to the Board as soon as possible.

44. Chairperson of Committees

44.1 A committee may elect a chairperson of its meetings if the Board does not nominate one.

44.2 If at any meeting the committee's chairperson is not

present within 10 minutes after the appointed starting time, the members present may choose one of their number to be chairperson of the meeting.

45. Meetings of Committees

45.1 A committee may meet and adjourn whenever it chooses.

45.2 Questions at the meeting must be decided by a majority of votes of the members present.

45.3 A committee must have minutes entered in minute books. Copies of these minutes must be given to all Trustees.

46. Appointment and Removal of the Company Secretary

46.1 The Board appoint and remove the Company Secretary and may decide his or her period of office, pay (if not a Trustee) and conditions of service.

47. Actions of Directors and Company Secretary

47.1 The Act says that some actions must be taken both by a Trustee and by the Company Secretary. If one person is both a Trustee and the Company Secretary, it is not enough for him or her to do the action first as a Trustee and then as Company Secretary or vice versa.

48. The Seal

48.1 If the Company shall decide to use a company seal the Board must provide safe custody of the Seal.

48.2 The Seal may only be used as the authority of the Board or of a sub-committee authorised by the Board to use it.

48.3 Everything to which the Seal is affixed must be:-

(a) signed by a member of the Board; and

(b) countersigned by the Company Secretary or by a second Trustee or by some other person appointed by the Board for that purpose.

49. Proper Accounts must be Kept

49.1 Accounts shall be prepared in accordance with the Act.

50. Books must be Kept at the Office

50.1 The books of account must be kept at the Office or at other places decided by the Board. The books of account must always be open to inspection by Trustees.

51. Inspection of Books

51.1 The Trustees must decide whether, how far, when, where and under what rules the books of account may be inspected by members who are not Trustees. A member who is not a Trustee may only inspect a book of account or document of the Company if the right is given by law or authorised by the Trustees or a general meeting.

52. Profit and Loss Account and Balance Sheets

52.1 The Board must, for each accounting reference period, put before a general meeting of the Company:-

- (a) a statement of financial activities, including an income and expenditure account;
- (b) a report by the Board on the state of the Company as required by the law;
- (c) a balance sheet; and
- (d) such other reports, statements or accounts as are from time to time required by law.

52.2 The Board must file with the Registrar of Companies and the Charity Commission all annual returns and other documents that are required to be filed.

53. Copies for Members

53.1 Certain documents must be sent to members of the Company at least 21 clear days before the date of the general meeting. These documents are:-

- (a) a copy of every balance sheet (including every document required by law to be attached to it) which is to be laid before the Company at the general

meeting;

(b) a copy of any report from reporting accountants or auditors; and

(c) a copy of the report of the Trustees.

53.2 But this Article does not require a copy of these documents to be sent to anyone whose address the Company does not know.

54. Appointment of Reporting Accountants or Auditors

54.1 The Company must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Company's income or assets from time to time makes this a legal requirement.

55. Service of Notices

55.1 The Company may give notice to any member either personally or by delivering it or sending it by ordinary post, by fax or by email to the member's registered address. If the member lacks a registered address within the United Kingdom, notice may be sent to any address within the United Kingdom which he or she has given the Company for that purpose.

55.2 If a notice is sent by post, it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. If sent by fax or email it will be treated as properly sent if the Company receives no indication that it has not been properly sent.

55.3 The notice will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by fax or email, the notice will be treated as having been received 24 hours after having been successfully sent.

56. Accidental Omission of Notice

56.1 Sometimes a person entitled to receive a notice of a meeting does not receive it because of accidental

omission or some other reason. This does not invalidate the proceedings of that meeting.

57. Who is Entitled to Notice of General Meetings

57.1 Notice of every general meeting must be given to:-

- (a) every member (except those members who lack a registered address within the United Kingdom and have not given the Company an address for notices within the United Kingdom);
- (b) the reporting accountants or auditor of the Company;
- (c) all Trustees; and
- (d) all those with rights of nomination to the Board (if any).

57.2 No one else is entitled to receive notice of general meetings.

58. Alteration of the Articles

58.1 The Company may alter these Articles only by a special resolution. A special resolution must be passed at a meeting of members of which 21 clear days' notice has been given of the intention to pass a special resolution and at which 75% of those voting vote in favour of it. Such a resolution may be passed on shorter notice if 95% of members having the right to vote agree, unless it is in respect of an annual general meeting in which case 100% of the members having the right to vote must agree to such short notice.

58.2 No alteration may be made to an article which directs or restricts the way money or property of the Company may be used without the Charity Commission's prior written approval.

59. Regulations

59.1 The Company in general meeting may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a special resolution.

No regulation may be made which invalidates any prior act of the Board which would otherwise have been valid.

60. Dissolution of the Company

60.1 The Board or a general meeting may decide at any time to dissolve the Company. The Company shall then call a meeting of all members and those entitled to notice of general meetings.

60.2 Any surplus must be used in accordance with the provisions of the Memorandum of Association.

Signatures, addresses and occupations of subscribers

CAMPAIGN FOR NUCLEAR DISARMAMENT
162 HOLLOWAY ROAD
LONDON
N7 8DQ
(Company No. 03533653)