

THE COMPANIES ACTS 1985-89

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

BRITISH INSTITUTE OF LEARNING DISABILITIES

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THE COMPANIES ACTS 1985-89 COMPANY LIMITED
BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION OF BRITISH
INSTITUTE OF LEARNING DISABILITIES

1. The name of the Company (hereinafter called "the Association") is British Institute of Learning Disabilities
2. The Registered Office of the Association will be situated in England
3. The object for which the Association is established is to advance education and research relating to learning disabilities including those with multiple and profound disabilities and to relieve and assist in such manner as is charitable persons suffering from such disabilities
In furtherance of the above object but not further or otherwise the Association shall have the following powers:
 - (i) To takeover the whole (or such part as can legally be vested in the Company) of the property of the charity called British Institute of Mental Handicap registered under Charity Number 264786
 - (ii) To encourage the development of services for children and adults with learning disabilities
 - (iii) To provide educational training course for carers parents and professionals and people with learning disabilities
 - (iv) To provide an information and resource service including the publishing of books and journals
 - (v) To publish books journals and other audio visual materials
 - (vi) To provide such consulting services as may be deemed consistent with the aims of the Association
 - (vii) To purchase take on lease or in exchange hire or otherwise acquire any real or personal property

- or apparatus machinery equipment and other items and any rights or privileges and to construct maintain add to improve furnish equip and alter any buildings erections or works necessary or convenient for the work of the Association
- (viii) Subject to such consents as may be required by law to sell let mortgage turn to account manage exchange improve dispose of or otherwise deal with all or any of the property or assets of the Association and subject to such terms and conditions as may be thought expedient and to exercise any rights privileges or advantages easements or other benefits for the time being attached to such property or assets and to undertake maintain execute and do all such acts matters and things as the Association may be obliged or required or ought to do as the owner of such property or assets
- (ix) To constitute special trusts for any particular purposes of the Association to act as trustees of any such special trust whether constituted by the Association or otherwise
- (x) To co-operate with and to enter into any arrangements with educational authorities charitable organisations national authorities local authorities persons or associations interested in the work of the Association and other bodies or associations generally
- (xi) To employ and pay any persons (subject to Clause 4 hereof) to supervise organise carry on the work of and to advise the Association and as employers of staff to make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants
- (xii) Subject to such consents as may be lawequired by to borrow or raise money for the purposes of

- the Association on such terms and on such security (if any) as may be thought fit
- (xiii) To accept grants donations gifts loans subscriptions and other assistance and furtherance of the objects of the Association and to conform to any proper conditions upon which the same may be made
- (xiv) To invest the moneys of the Association not immediately required for its purposes in or upon such investments shares securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided
- (xv) To take such steps by personal or written appeals public meetings film shows events displays excursions sales of booklets advertising matter or otherwise as may from time to time be deemed expedient for procuring contributions or donations or income to enable the Association to carry out any of its objects which may require such assistance provided that the Association shall not undertake any permanent trading activities in raising funds for the objects of the Association
- (xvi) To procure and publish issue and distribute whether gratuitously or otherwise any newspapers periodicals books pamphlets leaflets posters postcards photographs films recordings advertisements appeals or other matter that the Association may think desirable or expedient for the promotion or furtherance of its objects or any of them
- (xvii) To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe and guarantee money for charitable purposes in any

way connected with or calculated to further any of the objects of the Association

(xviii) To subscribe to and become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for the purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Association and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as *is* imposed on the Association under or by virtue of clause 4 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Association of any such charitable organisation, institution or society or body

(xix) To promote research relating to the objects of the Association and the publication of results thereof

(xx) To payout of the funds of the Association

the

costs charges and expenses of and incidental to the formation and registration of the Association

(xxi) To do all such other things as are necessary for the attainment of the Association's main objects

Provided that:

(a) In case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with or invest the same in such manner as allowed by law having regard to such trusts

(b) The objects of the Association shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers

(c) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Association shall not sell mortgage charge or lease the same without such authority approval or consent as may be required by law, and as regards any such property the Trustees or Executive Board of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would as such Trustees or Executive Board have been if no incorporation had been effected and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Trustees or Executive Board but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.

4. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by any dividend bonus or otherwise howsoever by way of profit to Members of the Association and no Trustee shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or moneys worth from the Association

Provided that nothing herein shall prevent any payment in good faith by the Association

- (a) of reasonable and proper remuneration to any Member officer or servant of the Association (not being a Trustee) for any services rendered to the Association;
- (b) of interest on money lent by any Member of the Association or of its Trustees or Executive Board at a rate per annum not exceeding 2 per cent less than the minimum lending rate for the time being prescribed by the Bank of

England or 3 per cent, whichever *is* the greater;

(c) of reasonable and proper rent for premises demised or let by any Member of the Association or of its Trustees;

(d) to any Member or Trustee reasonable out-of-pocket expenses 5. The liability of the Members *is* limited

6. Every Member of the Association undertakes to contribute to the assets of the Association *in* the event of the same being wound up while he *is* a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Association contracted before he ceases to be a Member and of the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding the sum of Five pounds
7. If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the Members of the Association but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Association and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as *is* imposed on the Association under or by virtue of Clause 4 hereof such charitable institution or institutions to be determined by the Members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then to some other charitable object

We the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association

NAMES AND ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Neil Lockwood
Chief Executive, Sandwell Health Authority 6
Farlands Road
Oldswinford
Stourbridge DY8.2DD.

Peter M. Cummings Headteacher,
Sunfield School 69 Tennal Road
Harborne
Birmingham B32.2JB.

Dated this 5th day of March 1993

Witness to the above signatures:

Neil Conrad Priest
Trainee Solicitor
Kidderrninster.

THE COMPANIES ACTS 1985-89 COMPANY LIMITED
BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION OF BRITISH INSTITUTE
OF LEARNING DISABILITIES

INTERPRETATION

1. In these Articles:

"the Act" means the Companies Acts 1985-1989

"the Association" means British Institute of Learning Disabilities

"the Executive Board" means the Executive Board for the time being of the Association

"the Seal" means the Common Seal of the Association

"the Secretary" means any person appointed to perform the duties of the Secretary of the Association

"the Trustees" shall mean those persons who are members of the Executive Board

"the United Kingdom" means Great Britain and Northern Ireland

Expressions referring to writing shall unless the contrary intention appears be construed as including references to printing lithography photography and other methods of representing or reproducing words in visible form

Words importing the masculine gender shall include the feminine gender

Subject as aforesaid any words or expressions contained in these Articles shall bear the same meaning as in the Act or in any statutory modification thereof in force at the date at which these Articles become binding on the Association

Words importing the singular number shall include the plural number and vice versa. Words importing persons shall include corporations.

MEMBERS 2. There shall be no limit on the number of Members. 3. The Trustees may admit such persons as are desirous of being

Members on such terms as the Trustees shall decide (including without prejudice to the generality of the foregoing) the level of subscription payments by Members

4. A Member of the Association may resign from Membership by notice in writing to that effect given to the Association.

5. The Members shall be the subscribers to the Memorandum of Association and the persons who become Members under Article 3 6. The privileges of Membership shall not be transferable and every Member shall cease to be a Member on the happening of any of the events following namely:

(a) If being an individual he shall die or if being a company or other statutory body a resolution be passed or order made for its winding up or dissolution

(b) If in the opinion of the Executive Board any Member has caused any act or suffered any act to be done which brings the Association into disrepute he shall cease to be a member: Provided that the Member concerned shall have a right to be heard before any decision is made.

GENERAL MEETINGS

7. The Association shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in the Notices calling it. Not more than fifteen months shall elapse between the date of one Annual General Meeting of the Association and that of the next Provided that so long as the Association holds its first Annual General Meeting within eighteen months of its incorporation it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Executive Board shall appoint

8. All General Meetings other than Annual General meetings shall be called Extraordinary General Meetings

9. The Executive Board may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be

convened by such requisitionists as provided by Section 368 of

the Act

NOTICE OF GENERAL MEETINGS

10. An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by twenty one days' notice in writing at the least, and. a meeting of the Association other than an Annual General Meeting or a meeting for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it *is* served or deemed to be served and of the day for which it *is* given and shall specify the place the day and the hour of the meeting and in case of special business the general nature of that business and shall be given in manner hereinafter mentioned to such persons (including Auditors) as are, under the Articles of the Association, entitled

to receive such notices from the Association Provided that a meeting of the Association shall notwithstanding that it *is* called by shorter notice than that specified in this article be deemed to have been duly called if it *is* so agreed

(a) in the case of a meeting called as the Annual General Meeting by all the Members entitled to attend and vote thereat; and

(b) in the case of any other meeting by a majority in number of the Members having a right to attend and vote at the meeting being a majority together representing not less than ninety-five per cent of the total voting rights at that meeting of all the Members

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

PROCEEDINGS AT GENERAL MEETINGS

12. All business shall be deemed special that *is* transacted at an Extraordinary General Meeting, and also all that *is* transacted at an Annual General Meeting, with the exception of the consideration of the income and expenditure account and balance sheet and of the reports of the Executive Board and auditors, the election of Members of the Executive Board in the place of those

retiring and the appointment of, and the fixing of the remuneration of the auditors

13. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided not less than 10 Members present in person shall be a quorum

14. If within half an hour from the time appointed for the holding of a General 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 to the same day in the next week at the same time and place or to such other day and at such other time and place as the Executive Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum

15. The Chairman (if any) of the Executive Board shall preside as Chairman at every General Meeting of the Association or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to preside the Members of the Executive Board present shall elect one of their number to be Chairman of the meeting

16. If at any meeting no Member of the Executive Board is willing to act as Chairman or if no Member of the Executive Board is present within fifteen minutes after the time appointed for holding the meeting the Members present shall choose one of their number to be the Chairman of the meeting

17. The Chairman 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 any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned

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

18. At any General Meeting a Resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded

(a) By the Chairman; or

(b) By at least 3 Members present in person or by proxy;

or

(c) By a Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive evidence of the fact without proof of or against such resolution. The demand for a poll may be withdrawn.

19. Except as provided in Article 21 if a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

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

21. No poll shall be demanded on the election of a Chairman or on a question of adjournment. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded

VOTES OF MEMBERS

22. Subject as hereinafter provided every Member shall have one vote

23. No Member shall be entitled to vote on any question either in person or by proxy unless he shall be duly registered

24. On a poll or a show of hands votes may be given either personally or by proxy

25. The instrument appointing a proxy shall be duly in writing under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a Corporation under its common seal, if any, and, if none, then under the hand of an officer or of its attorney duly authorised. A proxy need not be a member.

26. A Member in respect of whom a receiver has been appointed under the provisions of the Mental Health Act 1983 may vote whether on a show of hands or by poll by his receiver and any such receiver may on a poll vote by proxy

27. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Association or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting not less than 48

hours before the time for holding the meeting or adjourned meeting. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution

28. An instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

"I/we BRITISH INSTITUTE OF LEARNING DISABILITIES
of
a Member of the above named Company
hereby appoint
of
and failing him
of
to vote for me/us and on my/our behalf at the (Annual or
Extraordinary as the case may be) General Meeting of the
Association to be held on the day of
and at every adjournment thereof

As witness my hand this day of 19 "

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

30. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or mental illness of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of such death mental illness or revocation as aforesaid shall have been received by the Association at the registered office before the commencement of the meeting or adjourned meeting at which the proxy is used

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

31. Any Corporation which is a Member of the Association may by resolution of its Board or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Association and the person so authorised shall be entitled to exercise the same powers on behalf of the Corporation which he represents as that Corporation could exercise if it were an individual Member of the Association

PRESIDENT & PATRONS

32. There may be a President and one or more Patrons who shall be honorary Members of the Association appointed in the first instance by the Executive Board and who shall at the request of the Executive Board be invited to attend meetings of the Board as such honorary Members but shall not be entitled to vote at such meetings

CHAIRMAN

33. (1) There shall be a Chairman of the Association who shall be a Trustee. He shall when present take the chair at meetings of the Executive Board and General Meetings of the Association
- (2) A member who is at the time of such appointment already a Trustee shall be appointed as the Chairman of the Association in General Meeting. If there is a casual vacancy in the office of Chairman, a Chairman may be appointed at an Extraordinary General Meeting of the Association but otherwise the appointment shall be made at an Annual General Meeting. A Chairman unless he resigns that chairmanship or becomes disqualified under Article 50 shall hold office until

the end of the Annual General Meeting in the third anniversary of his appointment. If the meeting at which a Chairman retires from office does not elect another person to be Chairman the retiring Chairman if willing to act shall continue In office until the end of the Annual General Meeting in the next following year

- (3) If at any time there is no Chairman, the Executive Board may appoint a member of their body to be temporary Chairman. The temporary Chairman shall hold office only until the end of the next Annual General Meeting, or, if an earlier Extraordinary General Meeting shall be convened to appoint a new Chairman until the end of that earlier meeting. While holding office the temporary Chairman shall have all the powers of a Chairman and shall be included in any reference in these Articles to "the Chairman"

SECRETARY

34. The Secretary shall be appointed by the Executive Board for such term as it shall think fit and any Secretary so appointed may be removed by the Executive Board. The provisions of Sections 283 and 284 of the Act shall apply and be observed. The Executive Board may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting

35. A provision in these Articles requiring or authorising a thing to be done by a member of the Execu ti ve Board and the Secretary shall not be satisfied by its being done by the same person acting both as a member of the Executive Board and as, or in place of, the Secretary.

HONORARY TREASURER

36. The Honorary Treasurer of the Association shall be appointed by the Association in general meeting for a term of three years

EXECUTIVE BOARD

37. Until otherwise determined by a General Meeting the number of Trustees shall be not less than four and not more than twenty.

38. The Trustees shall be:

(1) The Subscribers to the Memorandum of Association and (2) Such other persons (being Members of the Association) as shall from time to time be elected thereto by the Trustees.

39. (1) At the third Annual General Meeting and at every Annual General Meeting thereafter one third of the appointed Trustees (or if the number of such Trustees is not divisible by three the number nearest one third of such Trustees) shall retire by rotation. The Trustees to retire shall be those who have been longest in office since their last appointment. As between Trustees appointed on the same day those to retire shall be determined by agreement or in default of agreement by lot. The length of time a Trustee has been in office shall be computed from his last election or appointment

(2) A retiring Trustee shall be eligible for re-election (3) No person other than a retiring Trustee shall be eligible for election to membership of the Executive Board unless not less than seven days before the date appointed for any General Meeting there shall have been left at the registered office of the Association a notice in writing signed as proposed and seconded by Members duly qualified to attend and vote at the meeting of intention to propose such person for election and, also, a notice in writing signed by that person of his willingness to be elected.

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

POWERS AND DUTIES OF THE EXECUTIVE BOARD

40. The business of the Association shall be managed by the Executive Board who may pay all such expenses of and preliminary

and incidental to the promotion formation establishment and registration of the Association as they think fit and may exercise all such powers of the Association and do on behalf of the Association all such acts as may be exercised and done by the Association and as are not by statute or by these Articles required to be exercised or done by the Association in General Meeting; but no regulation made by the Association in General Meeting shall invalidate any prior act of the Trustees which would have been valid if that regulation had not been made.

41. Cheques on the Association's Bankers until otherwise from time to time resolved upon by the Executive Board shall be signed by two senior officers of the Association from time to time

appointed by the Executive Board save that cheques over £1,000 in amount shall be countersigned by one Trustee or a Member nominated by the Executive Board. The Association's banking account shall be kept with such Banker or Bankers as the Executive Board from time to time shall determine

42. The Executive Board shall cause proper Minutes to be made in books provided for the purpose

- (a) of all appointments of officers made by the
- (b) of the names of the Trustees present at each meeting of the Executive Board and of any Committee thereof
- (c) of all resolutions and proceedings at all meetings of the Association and of all the Executive Board and of any committee thereof

Any such Minutes of any Meeting if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be sufficient evidence without further proof of the facts stated therein

43. The Executive Board shall provide for the safe custody of the Seal which shall not be affixed to any instrument except by the authority of a resolution of the Executive Board or of a committee of the Board authorised by the Board in that behalf. Every instrument to which the Seal shall be affixed shall be signed by at least two Trustees or one Trustee and counter-signed

by the Secretary and in favour of any purchaser or person bona fide dealing with the Association such signature shall be conclusive evidence that the Seal has been properly affixed

DISQUALIFICATION OF TRUSTEES

44. The office of a Trustee shall be vacated, :

- (a) If a receiving order is made against him or he makes any arrangement or composition with his creditors
- (b) If he becomes of unsound mind
- (c) If he ceases to be a Member of the Association (d) If by notice in writing to the Association he resigns his office
- (e) If he becomes prohibited from holding office by reason of any order made under the Act
- (f) If he is removed from office by a resolution duly passed pursuant to Section 303 of the Act

Every vacancy in the office of Trustee shall as soon as possible be notified to Members and nominations made in the form of Article 39 (3) hereof

PROCEEDINGS OF EXECUTIVE BOARD

45. The Executive Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit but must hold ordinary meetings at least twice in each year. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote.

46. The following shall be entitled to attend, and shall receive notice of, all meetings of the Executive Board:

- (1) The Chief Executive Officer from time to time appointed by the Association.
- (2) The Finance and Administration Officer from time to time appointed by the Association. .
- (3) Specialist advisors in administration, education, medicine, nursing, psychology and social work from time to time appointed by the Association.
- (4) One duly elected representative from each regional division of the Association

(5) Such other Members as may be deemed appropriate and who are from time to time appointed by the Executive Board

Provided That such persons not be entitled to vote on any shall resolution or any other discussed at meetings of the matter Executive Board

47. On the written request of the Chairman of the Executive

Board or three Trustees the Secretary shall at any time summon a meeting of the Executive Board. A trustee of the Executive Board who is absent from the United Kingdom shall not be entitled to Notice of a meeting

48. There shall be a quorum when not less than 3 Trustees or one third of their membership for the time being whichever is the greater are present at a meeting

49. The Executive Board may delegate any of the Association's Business Management to committees including such Trustees as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Executive Board and shall report all acts and proceedings to the Executive Board fully and promptly

50. A committee may elect a Chairman of its meetings if no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same the Trustees present may choose one of their number to be Chairman of the meeting

51. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Trustees present and in the case of an equality of votes the Chairman shall have second or casting vote.

52. All acts bona fide done by any meeting of the Executive Board or any committee thereof or by any person acting as a Trustee shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Trustee or person acting as aforesaid 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 Trustee

53. A resolution in writing signed by all the Trustees for the

time being. entitled to receive Notice of a meeting of the Executive Board shall be as valid and effectual as if it had been passed at a meeting of the Executive Board duly convened and held

ACCOUNTS

54. The Executive Board shall cause accounting records to be kept in accordance with the Act

55. The accounting records shall be kept at the registered office of the Association or subject to the provisions of the Act at such other place or places as the Executive Board think fit and shall always be open to the inspection of the members of the Executive Board

56. The Association in general meeting may from time to time impose reasonable restrictions as to the time and manner of the inspection by Members other than Trustees of the accounts and books of the Association or any of them, and subject to such restrictions, the accounts and books of the Association shall be open to the inspection of such Members at all reasonable times during business hours

57. At the Annual General Meeting in every year the Executive Board shall lay before the Association a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Association) made up to a date not more than four months before such meeting together with a proper balance

sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Executive Board and

the Auditors and copies of such account balance sheet and reports

(all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other document required by law to be annexed or attached thereto or to accompany the same shall not less than twenty one clear days before the date of the meeting (subject nevertheless to the provisions of Section 240 (1) (c) of the Act) be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditor's Report shall be open to inspection and be read before the meetings as required by Section

241(2) of the Act.

58. Once at least in every year the accounts of the Association shall be examined in accordance with the Act.

59. Auditors shall be appointed and their duties regulated in accordance with Section 237 of the Act

NOTICES

60. A Notice may be served by the Association upon any Member either personally or by sending it through the post in a pre-paid letter addressed to such Member at his registered address as appearing in the register of Members

61. Any notice served by post shall be deemed to have been served on the day following that on which the letter containing the same is put into the post and in proving such notice it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a pre-paid letter

62. Notice of every General Meeting shall be given as above authorised to

(a) Every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Association an address within the United Kingdom for the giving of Notices to them

(b) The Auditor for the time being of the Association

No other person shall be entitled to receive Notices of General Meetings

63. The provisions of Clause 7 of the Memorandum of Association of the Association relating to the winding up and dissolution of the Association shall have effect as if those provisions were repeated in these Articles

NAMES AND ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Neil Lockwood
Chief Executive, Sandwell Health Authority 6
Farlands Road
Oldswinford
Stourbridge DY8.2DD.

Peter M. Cummings Headteacher,
Sunfield School 69 Tennal Road
Harborne
Birmingham B32.2JB.

Dated this 5th day of March 1993

Witness to the above signatures:

Neil Conrad Priest

Trainee Solicitor Kidderrninster.

Company Number: 2804429

COMPANIES ACT 1985

SPECIAL RESOLUTION

Pursuant to section 378 (2) of the Companies Act 1985

of

BRITISH INSTITUTE OF LEARNING DISABILITIES

Passed 1st May 2003

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Campion House, Green Street, Kidderminster, on 1st May 2003 the following SPECIAL RESOLUTIONS were duly passed:

1. To substitute the following clause 3(xii) of the Memorandum of Association in place of the existing clause 3(xii) ,

"subject to such consents as may be required by law to borrow or raise money for the purposes of the Association on such terms and on such security (if any) as may be thought fit and execute such instruments (including indemnities) in connection with such borrowing, raising of money and operation of the Association's bank accounts."
2. To insert the following clause 3 (xxii) of the Memorandum of Association.

"to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Association: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or .not and provided also that any such insurance

shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as trustees of the Company"

3. To insert the following as 'paragraph (e) in the proviso to clause 4 of the Memorandum of Association.

"of any premium in respect of any indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Association: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as trustees of the Association"

4. To alter clause 41 of the Articles of Association of the Company by substituting the sum of £"3,500" for the sum of "£1 ,000" in line four.

.....

Signed - Director

Company Number: 2804429

COMPANIES ACT 1985

SPECIAL RESOLUTION

Pursuant to section 378 (2) of the Companies Act 1985

of

BRITISH INSTITUTE OF LEARNING DISABILITIES

Passed 1 st May 2003

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and, held at Campion House, Green Street, Kidderminster, on 1 stMay 2003 the following. SPECIAL RESOLUTIONS were duly passed:

1. To substitute the following clause 3(xii) of the Memorandum of Association in place of the existing clause 3(xii)

"subject to such consents as may be required by law to borrow or raise money for the purposes of the Association on such terms and on such security (if any) as may be

thought fit and execute such instruments (including indemnities) in connection with such borrowing, raising of money and operation of the Association's bank accounts."

2. To insert the following clause 3 (xxii) of the Memorandum of Association.

"to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default,

breach of trust or breach of duty of which they may be guilty in relation to the

Association: Provided that any such insurance shall not extend to any claim arising

from any act or omission which the Trustees knew to be a breach of trust or breach

of duty which was committed by the Trustees in reckless disregard to whether it was

a breach of trust or breach of duty or not and provided also that any such insurance

shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as trustees of the Company"

3. To insert the following as 'paragraph (e) in the proviso to clause 4 of the Memorandum of Association.

"of any premium in respect of any indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Association: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as trustees of the Association"

4. To alter clause 41 of the Articles of Association of the Company by substituting the sum of £"3,500" for the sum of "£1 ,000" in line four.

.....

Signed - Director

NAMES AND ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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Stourbridge DYB.2DD.

Peter M. Cummings Headteacher,
Sunfield School 69 Tennial Road
Harborne
Birmingham B32.2JB.

Dated this 5th day of March 1993

Witness to the above signatures:

Neil Conrad Priest
Trainee Solicitor Kidderminster.