

1908505

The Companies Act 1948 to 1981

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION OF
BRECKLAND LAND ROVER CLUB**



- 1 The name of the company is "Breckland Land Rover Club Limited"
- 2 The registered office of the company will be situated in England
- 3 The objects for which the Company is established are

(a) To undertake and promote the operation of a Four Wheel Drive Rover Vehicle Club, to inform and assist in the maintenance and preservation of Four Wheel Drive Rover Vehicles, to encourage social intercourse between the members of the company, and to provide such social facilities for the members of the Club as the Company may from time to time determine, and to enter into any contracts and other arrangements of all kinds with persons having dealings with the Company on such terms and for such periods of time as the Company may from time to time determine, on a commission or fee basis or otherwise, and to carry on any other trade or business, whatever, of a like and similar nature

(b) To promote and hold, either alone or, jointly with any other association, club or persons, meetings, motor sport competitions and other motoring and non-motoring events and to offer, give or contribute towards prizes, medals and awards therefore, and to promote, give or support dinners, balls, concerts and other entertainments

(c) To assist any County Emergency Planning Officer, or any of the statutory emergency services and any voluntary aid society when requested by them with the provision of Four Wheel Drive Vehicles and drivers, this service to be known as "ROVER RESCUE" and also to take part in practice or training exercises arranged by any County Emergency planning Officer, statutory emergency service, voluntary aid society, or the Club

(d) To offer off-road four wheel drive tuition to all members of the Club and to any outside organisations and/or individuals at the Committee's discretion

(e) To hire, layout and maintain any lands or property necessary for the promotion and holdings of such meetings, motor sport competitions and other events as the Company may organise and to buy, prepare, make, supply, sell and deal in all equipment and apparatus used in such meetings, competitions and events and all kinds of liquors, provisions and refreshments required or used by the Members of the Company or other persons frequenting such meetings, competitions and events

(f) To enter into partnership or into any arrangement for sharing profits, union of interests, cooperation, adventure, reciprocal concession or otherwise with any person, association or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in so as directly or indirectly to benefit the Company and to lend money to guarantee the contracts of or otherwise assist any such person, association or company on such terms and in such manner as the Company shall think fit

(g) To take or otherwise acquire and hold shares in any Company, association, society or other body corporate having objects altogether or impart similar to those of the Company or carrying on any business capable of being conducted so as directly or indirectly calculated to benefit the Company or further its objects

(h) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company or further its objects

- (i) Generally 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 or convenient for the promotion of its objects
- j) To invest and deal with the moneys of the Company not immediately required for its purposes in such manner as may from time to time be thought fit, subject nevertheless to any conditions (if any) and such consents (if any) as may for the time being be imposed or required by law
- (k) To borrow or raise or secure the payment of money on such terms and in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property or assets (both present and future) and to purchase, redeem, or payoff any such securities
- (l) To remunerate any person or company for services rendered or to be rendered in placing or guaranteeing the placing of any debentures debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the furtherance of its objects
- (m) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments
- (n) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures or securities in or of any other company having objects altogether or in part similar to those of the Company
- (o) To adopt such means of making known the operations of the Company as may seem expedient and in particular by advertising in the press, by circular, by publication of books and periodicals
- (p) To procure the Company to be registered or recognised in any foreign country or place
- (q) To sell, improve, manage, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects
- (r) To appoint any agent or agents for the collection and recovery of any moneys receivable by the Company in the exercise of its powers or otherwise for the purpose of the exercise of any such powers
- (s) To do all or any of the above things in any part of the British Commonwealth or elsewhere abroad and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others
- (t) Generally to do all such other things as the Company may think are incidental or conducive to the attainment of the objects of the Company or any of them

Provided that,-

- (i) 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
- (ii) The Company shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Company would make it a Trade Union
- (iii) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Minister of Education, the Company 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 Committee of Management or Governing Body of the Company 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 Committee of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Minister of Education over such

Committee of Management or Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated

- (iv) The income and property of the Company, whence so ever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Company
- (v) The liability of the Members is limited
- (vi) Every member undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a member or within one year afterwards, for the payment of debts and liabilities of the Company contracted before the time at which he ceases to be a member, and the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £5 00
- (vii) If upon the winding up or dissolution of the Company 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 Company, but shall be given or transferred to some other institution or institutions having charitable objects similar to the objects of the Company, 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 Company under or by virtue of Clause 4 hereof, such charitable institution or institutions to be determined by the members of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some 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, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

DAVID ALAN DEE
39 Maple Road
Stowupland
Stowmarket Suffolk

Motor Engineer

STEPHEN JOHN BARRELL
Tintagel Cardinalls Road
Stowmarket Suffolk

Productions Engineer

JENNIFER ANN DEE
39 Maple Road
Stowupland
Stowmarket Suffolk

Bank Clerk

DATED The 1st day of April 1985

WITNESS to the above signatures

DONALD CLARKE
2 The Fields Hingham
Norwich Norfolk

Heating Engineer

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
BRECKLAND LAND ROVER CLUB

INTERPRETATION

1 In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context.

<u>Words</u>	<u>Meanings</u>
The Acts	The Companies Acts, 1948 to 1981
These presents	These Articles of Association, and the rules and regulations of the Company from time to time in force
The Directors	The persons referred to in Article 33 hereof
The Secretary	Any person appointed to perform the duties of the secretary of the Company
The Office	The registered office of the Company
The Seal	The Common Seal of the Company
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar month

In writing Written, printed lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form

Any words importing the singular number only shall include the plural number, and vice versa

Words importing the masculine gender only shall include the feminine gender, and Words importing persons shall include corporations

Any reference to any section or part of the Acts shall include any re-enactment or modification thereof

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Company shall, if not inconsistent with the subject or context, bear the same meanings in these presents

MEMBERS

2 The number of members of the company shall not be limited

3
(A)

(i) The subscribers to the Memorandum of Association and such other persons as the Directors shall in their absolute discretion admit to membership shall be members of the Company

(ii) Every application for memberships shall be made in such form and accompanied by such sum as the Directors may from time to time proscribe

(iii) Any member admitted to the Company may be removed by a majority of directors present and voting (in person or by proxy) at any duly convened meeting of the board of Directors

(B) Any member shall continue his membership of the Company until

(i) By notice in writing addressed to the Secretary of the Company he resigns,

or

- (11) (ii) The Company by resolution resolves that he ceases to be a member in accordance with the provisions of Articles 9, 10 and 11 hereof

4 The provisions of Section 110 of the Act shall be observed by the Company, and every member of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member

5 The Company is established for the purposes expressed in the Memorandum of Association

6 The privileges of membership shall not be transferable, and shall cease on death or dissolution, or on failure in any year to pay the annual subscription on or before the 30th day of April in that year

7 No person of unsound mind or under 2 years of age shall be registered as a member of the Company, nor shall two or more persons be registered as members of the Company in respect of any one payment or annual subscription. If by any means the rights of membership become vested in a person of unsound mind or under 2 years of age or any two or more persons jointly they shall be suspended until again vested in one person who is of full legal capacity

8 Every member shall be bound to further to the best of his ability the objects, interest and influence of the Company, and shall observe all by-laws of the Company made pursuant to the powers in that behalf hereinafter contained and subject to the provisions of these articles every member shall be entitled to all the rights and be subject to all the duties of a member of the club

9 Any member who shall fail in observance of any of the Articles or by-laws of the Company may be excluded from the Company by resolution of a majority of at least two-thirds of the Directors present, and voting at a special board meeting at which not less than three Directors shall be present. Such member shall have seven clear days' notice sent to him of the board meeting, and he may attend the meeting, but shall not be present at the voting or take part in the proceedings otherwise than as the Directors allow. A member excluded from the Company by such meetings may within seven days next after notice of this exclusion appeal from the decision of the Directors to a special meeting of the Company which shall thereupon be convened by the Directors

10 A majority of not less than two-thirds of the Directors present at such last-mentioned special meeting shall have power to annul the expulsion, or to annul it subject to the performance of any conditions which the meeting may think fit to impose

11 A member so excluded shall forfeit all claim to a return of the money paid by him to the Company on his admission as a member thereof, or by way of annual subscription as the case may be, and shall cease to be a member of the Company

GENERAL MEETINGS

12 The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Directors and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and that so long as the Company holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year

13 All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings

14 The Directors 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 requisitionist, as provided by Section 132 of 1948 Companies Act. If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two members of the Company may convene an Extraordinary General Meeting

in the same manner as nearly as possible as that in which meetings may be convened by the Directors

15 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 Company 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 meeting and, in case of special business, the general nature of that business and shall be given in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company. Provided that a meeting of the Company 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

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

PROCEEDINGS AT GENERAL MEETINGS

17 All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the accounts and balance sheets, and the reports of the Directors the election of the Directors in the place of those retiring

18 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided sixteen full members personally present shall be a quorum

19 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 on 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 at such other place as the Directors may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum

20 The Chairman, if any, of the Board of Directors or, in his absence, the Vice-Chairman of the Board of Directors shall preside as Chairman at every General Meeting, but if there be no such Chairman or Vice-Chairman present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose a Director or if no Director be present or if all the Directors present decline to take the chair they shall choose some member of the Company who shall be present to preside

21 The Chairman of the Board of Directors, or in his absence the Vice-Chairman of the Board of Directors, 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 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 in the same manner as of an original meeting. Save as aforesaid the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting

22 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 a show of hands) demanded (a) by the Chairman or in his absence the Vice-Chairman, or (b) by at least two members present in person or by proxy, or (c) by any 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 of the meeting that

a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the Minute Book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

23 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.

VOTES OF MEMBERS

24 Save as herein expressly provided, no member other than a member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of his membership, shall be entitled to vote on any question at any General Meeting.

25 On a poll votes may be given either personally or by proxy.

26 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or if the appointer is a Corporation either under seal, or under the hand of an officer or attorney duly authorised. A proxy must be a member of the Company and of the club for which he is voting and he must be present in person at the Meeting for which he has been appointed proxy. No one person may hold more than one proxy or vote on behalf of more than one member.

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 of attorney or authority shall be deposited at the Registered Office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting not less than forty eight hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, or, in the case of a poll not less than twenty four hours before the time appointed for the taking of the poll, and in default the instruments of proxy shall not be treated as valid.

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

Breckland Land Rover Club Limited
I/WE of _____ in the County of _____, being a member/members of above named company, hereby appoint _____ of _____ as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on the _____ day of _____ and at any adjournment thereof.
Signed this day of _____

29 Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit.

Breckland Land Rover Club Limited
I/We of _____ in the County of _____, being a member/members of the above named company, hereby appoint _____ of _____ as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on the _____ day of _____ and at any adjournment thereof.
Signed this day of _____

This form is to be used in favour of / against the resolution*
Unless otherwise instructed, the proxy will vote as he thinks fit.
*Strike out whichever is not desired "

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

31 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity 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, insanity or revocation aforesaid shall have been received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

32 Any corporation which is a member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company 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 Company

DIRECTORS

33 In respect of any member below the age of 16 at the date of a vote being taken in respect of any resolution proposed by the Company the person entitled to exercise the voting rights on behalf of such member shall be his parent and or legally appointed guardian and upon receipt of a declaration signed by such person confirming his authority to exercise such voting rights the Company shall be entitled to rely on this without making further enquiry and the members agree to be bound by any resolutions passed and that the members shall not be able to challenge the validity of such resolutions on the basis of the capacity of the person exercising such voting rights

34 *The Directors of the Club shall be elected as herein provided Three Directors shall be a quorum at a Directors Meeting In case of equality of votes the Chairman shall have a casting vote*

35 The Directors shall have power at any time and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles Any Director so appointed shall hold office only until the next following Annual General Meeting and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting

36 No Director shall receive any remuneration for his services in the capacity of director but nothing herein contained shall be deemed to prohibit the payment by the Company of any sum to the Company Secretary or any Director for reimbursement of out of pocket expenses incurred In connection with the Company's Business or for clerical or other assistance

37 The minimum age qualification for directors will be 16 years of age

BORROWING POWERS

38 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property, or any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party

POWERS AND DUTIES OF DIRECTORS

39 The business of the Company shall be managed by the Directors who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by statute or by these presents required to be exercised or done by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the statutes for the time being in force and affecting the Company, and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate 1,2 any prior act of the Directors which would have been valid if such regulation had not been made

40 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, as the case may be, in such manner as the Directors shall from time to time by resolution determine

41 The Directors shall cause minutes to be made in books provided (a) of all appointments of officers made by the Directors, (b) of the names of the Directors present at each meeting for the purpose of the Directors and of any committee of the Directors, of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors and 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 any further proof of the facts therein stated

SECRETARY

42 The first Secretary of the Company shall be the person appointed by the subscribers to the memorandum upon such terms and conditions as they think fit. The Secretary shall not be entitled to receive any remuneration for his services in the capacity of Company Secretary but shall be entitled to reimbursement of out of pocket expenses in accordance with Article 36 hereof

43 The Secretary shall retire from office at every third Annual General Meeting and shall be eligible for re-election by the shareholders

44 If the Company Secretary retires or ceases to hold office between Annual General Meetings the Directors shall have the power to fill the casual vacancy and any person so appointed shall hold office only until the next Annual General Meeting and shall then be eligible for re-election

THE SEAL

45 The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Directors and in the presence of at least one Director and of the Secretary and the said Director and Secretary shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona-fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed

DISQUALIFICATION OF DIRECTORS AND MEMBERS OF THE COMMITTEE

46 The office of a director shall be vacated

The office of a director shall be vacated

(a) If he becomes unsound of mind,

(b) If he becomes bankrupt or makes any arrangement or composition with his creditors generally,

(c) If he ceases to be a member of the Company or has membership removed as per paragraph 3 A

(d) If by notice in writing to the company he resigns his office

(e) If he ceases to hold office by reason of any order made under Section 186 of the Act,

(f) If he is removed from office by a resolution duly passed pursuant to Section 184 of the Act

A Director shall not vote in respect of any contract in which he is interested or any matter arising thereout and if he does so vote his vote shall not be counted

RETIREMENT OF DIRECTORS

47 At the first Annual General Meeting and at the Annual General Meeting to be held in every subsequent year the directors, for the time being shall retire from office. The Directors shall be eligible for re-election at the same or any other general meeting of the Club

48 The Company shall at each Annual General Meeting when the Directors, retire in manner aforesaid, fill up the vacated offices by electing persons thereto and appoint four persons to be the Directors to fill the offices of Chairman, Vice-Chairman, Treasurer and Competition Secretary

49 No person not being a Director retiring at the meeting shall be eligible for election to the Board of Directors at any General Meeting, unless within the prescribed time before the day appointed for the meeting, there shall have been given to the Secretary notice in writing, by some member duly qualified to be present and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected. The prescribed time above mentioned shall be such that, between the date when the notice is served, or deemed to be served, and the day appointed for the meeting there shall be not less than four nor more than twenty eight intervening days

50 The Company may from time to time in General Meeting increase or reduce the number of Directors and determine in what manner such increased or reduced number shall go out of office, and may make the appointments necessary for effecting any such increase

51 In addition and without prejudice to the provisions of Section 184 of the 1948 Act, the Company may by Ordinary Resolution of which special notice has been given in accordance with Section 142 of the 1948 Act remove before the expiration of his period of office and may by an Ordinary Resolution appoint another member in his stead, but any person so appointed shall retain his office so long only as the member in whose place he is appointed would have held the same if he had not been removed

PROCEEDINGS OF THE DIRECTORS

52 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. The quorum necessary for the transaction of business shall be three. 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. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom

53 The Directors shall be presided over by the Chairman appointed by the shareholders. The Vice-Chairman appointed by the shareholders shall be entitled to preside at all board meetings at which the Chairman shall not be present, but if at any meeting neither the Chairman nor the Vice-Chairman be present within fifteen minutes after the time appointed for holding the meeting and willing to preside, the Directors present shall choose one of their number to be Chairman of that meeting

54 The quorum necessary for the transaction of the business of the Directors shall be three as stated in Article 34 hereof

55 (A) The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Directors. The meetings and proceedings of any such committee shall be governed by the provisions of these articles for regulating the meetings and proceedings of the Committee so far as applicable and so far as the same shall not be superseded by any regulations made by the Directors

(B) The Directors may appoint individuals or groups of shareholders of the Company to advise the Directors and or carry out specific functions relating to the efficient running of the Company's functions which shall include

- (i) Rover Rescue
- (ii) Competitions
- (iii) Green Roads
- (iv) Social Events

or any other function which the Directors may from time to time deem expedient and desirable for the promotion of the objects of the Company

56 All acts bona-fide done by any meeting of the Directors or of any Committee of Directors, or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was

some defect in the appointment or continuance in office of any such Director or person acting as aforesaid or that this or any of them were disqualified be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director

57 A resolution in writing signed by all the Directors for the time being who are entitled to receive notice of a meeting of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and constituted

58 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary

ACCOUNTS

59 The Directors shall cause proper books of account to be kept with respect to (a) all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, (b) all sales and purchases of goods by the Company and (c) the assets and liabilities of the Company, Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Company's affairs and to explain its transactions

60 The books of account shall be kept at the office, or, subject to Section 147(3) of the Act at such other place or places as the Company shall think fit and shall always be open to the inspection of the Directors

61 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors Company or by the Company in General Meeting

62 At the Annual General Meeting in every year the Directors shall lay before the Company an audited 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 Company) made up to a date not more than four months before such meeting together with an audited balance sheet made up as at the same date Every such balance sheet shall be accompanied by proper reports of the Committee 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 documents 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 158 (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 Auditors' report shall be open to inspection and be read before the meeting as required by Section 162 of the Act

NOTICES

65 A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered address as appearing in the register of members

66 Any member described in the register of members by any address not within the United Kingdom, who shall from time to time give the Company any address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Company

67 Any notice, if 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 service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter

DISSOLUTION

68 Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles

FIRST DIRECTORS

69 *The first Director(s) of the Company shall be*

DAVID ALAN DEE
STEPHEN JOHN BARRELL
RUSSELL NORMAN HERRING
JENNIFER ANN DEE
MICHAEL THOMAS PLUMMER
CAROL MTRICKER

HUGH CHARLES HUTTON
ROBERT GEORGE GROVES
ROSEMARY VIDA McHARDY
WILLIAM FREDERICK COUZENS
DONALD CLARKE

FIRST SECRETARY

70 *The first Secretary of the Company shall be*

MICHAEL THOMAS PLUMMER

NAMES ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

DAVID ALAN DEE
39 Maple Road
Stowupland
Stowmarket Suffolk

Motor Engineer

STEPHEN JOHN BARRELL
Tintagel Cardinalls Road
Stowmarket Suffolk

Productions Engineer

JENNIFER ANN DEE
39 Maple Road
Stowupland
Stowmarket Suffolk

Bank Clerk

DATED The 1st day of April 1985

WITNESS to the above signatures

DONALD CLARKE
2 The Fields Hingham
Norwich Norfolk

Heating Engineer