

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
THE BRITISH FEDERATION OF
FILM SOCIETIES

1. The name of the Company is “The British Federation of Film Societies” (hereinafter called ‘the Federation”)
2. The registered office of the Federation will be situated in England
3. A. The objects for which the Federation is established are :-
 - (i) to advance the education of and to encourage the interest of the public in film as an art and as a medium for information, education and social enlightenment; and
 - (ii) to promote the study and appreciation of films
- B. In furtherance of the forgoing objects but not further or otherwise the Federation shall have the following powers :-
 - (i) to bring to the notice of the public the activities of charitable Community Film Exhibitors
 - (ii) to secure consultation and exchange of views between charitable Community Film Exhibitors
 - (iii) to negotiate with Government Departments and other bodies for the furtherance of the object of the Federation
 - (iv) to facilitate negotiations between charitable Community Film Exhibitors and the film trade on the supply and availability of films to charitable Community Film Exhibitors and the charges made therefore
 - (v) to encourage the formation of new charitable Community Film Exhibitors
 - (vi) to give technical and legal advice to Community Film Exhibitors

- (vii) to take over the assets and liabilities of the unincorporated association known as the British Federation of Film Societies on its dissolution on such terms and conditions as may be thought necessary
- (viii) to keep and publish an annual register of Community Film Exhibitors to the Federation
- (xi) to provide services to Community Film Exhibitors and in particular :-
 - (a) to hold viewing sessions offering comprehensive selections of feature and short films available to Community Film Exhibitors
 - (b) to make, compile, acquire by gift, purchase, devise, lease, hire or otherwise, and publish books, catalogues, pamphlets, films, magnetic tapes, music cuesheets, printing blocks and stills from films and publicity aids of every description and to sell, hire, lend or distribute the same amongst Community Film Exhibitors on such terms and conditions as may be thought necessary
- (xii) to grant, aid and contribute towards the funds of charitable Community Film Exhibitors and to sponsor, assist and guarantee projects and events organised by charitable Community Film Exhibitors
- (xiii) to sponsor, organise and hold conferences, lectures and other events and to give, donate and sponsor awards to any person or society for the purpose of promoting all or any of the objects of the Federation
- (xiv) to acquire by gift, devise, purchase, lease, hire or otherwise, any real or personal property and any estate or interest therein and any rights or privileges necessary or capable of being used or applied for any of the purposes of the Federation
- (xv) subject to clause 4 hereof to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Federations or their dependents
- (xvi) to sell, manage, mortgage, exchange, dispose of or otherwise deal and turn to account, all or any part of the property of the Federation as may be necessary to the promotion of its objects or any of them
- (xvii) to borrow and raise money and to issue debentures, debenture stock and other securities and for the purpose of securing any debt or other obligation of the Federation to mortgage or charge all or any part of the property of the Federation
- (xviii) to take such steps as may from time to time be necessary for the purpose of promoting the objects of the Federation or procuring contributions by way of donations, subscriptions, devices, bequests and in any other manner to the funds of the Federation provided that no form of permanent trading is undertaken
- (xix) generally to obtain money for the objects of the Federation in any lawful manner and invest, apply or deal with the same in such manner as may be necessary for effecting such objects providing no form of permanent trading is undertaken

- (xx) to establish or encourage the formation of and to affiliate, combine or co-operate with any other association, society or corporation in all or any parts of the world having objects similar in general respects to those of the Federation or being capable of being conducted so as directly or indirectly to benefit the Federation or to promote the objects which the Federation is formed to promote
- (xxi) generally to aid and to receive aid from any such other association, society or corporation as aforesaid and to subscribe to any association, society or corporation with a view to obtaining any advantage or benefits for or promoting the objects of the Federation
- (xxii) to do all such other things as are necessary to the attainment of the above objects or any of them

Provided always and it is hereby declared that the Federation is established for charitable purposes only in the legal meaning of that phrase and its property and income shall be held and applied for those purposes only and that all the objects and powers of the Federation set forth in this Memorandum shall be construed as limited by the foregoing terms of this proviso which shall be treated as overriding in effect and as governing all the provisions of this Memorandum notwithstanding anything expressed or implied therein to the contrary

Provided also that in case the Federation shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Federation shall not sell, mortgage, charge or lease the same without such authority approval or consent as may be required by the law.

4. The income and property of the Federation shall be applied solely towards the promotion of its objects set as forth in the 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 members of the Federation and no member of its Governing Body shall be appointed to any other office of the Federation paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Federation. Provided that nothing therein shall prevent any payment in good faith by the Federation :-

- (a) of reasonable and proper remuneration to any member officer or servant of the Federation (not being a Trustee or a Member except as provided in subclause 4(f) hereof) for any services rendered to the Federation
- (b) of interest on money lent by any Member or any Trustee at a rate per annum not exceeding 2% less than the minimum lending rate prescribed for the time being by the Bank of England, or 3% whichever is the greater
- (c) of reasonable and proper rent for premises demised or let by any Member or any Trustee to the Federation
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a Member or a Trustee may be a member holding not more than one hundredth part of the capital of that company
- (e) to any Member or a Trustee of out-of-pocket expenses
- (f) of reasonable and proper remuneration to any person being a Trustee for providing any service falling within Article 16 of the Articles provided always that

the Trustee falling within the said Article 16 shall not be present at any meeting of the Board of Trustees whilst their remuneration is being discussed, and shall not count in a quorum for the purposes of the meeting at which such remuneration is to be considered

5. The liability of the members is limited.
6. Every Member undertakes to contribute to the assets of the Federation in the event of the same being wound up while he is a Member, or within a year after he ceases to be a Member, for payment of the debts and liabilities of the Federation 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 one pound (£1.00)
7. If upon the winding up or dissolution of the Federation 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 but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Federation, 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 Federation under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members 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
8. The word "film" where used in this Memorandum and in the following Articles shall be given the widest possible construction and shall include all methods, presently used or to be developed at any time hereafter for the storing and/or communication and/or presentation of visual images with accompanying sound, whether on cellulose, paper, magnetic tape, video tape or on any material whatsoever. Further all definitions in the Articles of Association of the Federation apply equally to the provisions of this Memorandum of Association of the Federation

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuant of this Memorandum of Association

Alan Howden
34 Denmark Road,
London SW19
Television Executive

John Chittock
37 Gower Street, London
WC1E 6HH
Film critic/writer/publisher

Ronald Shields
39 St. Leonards Road,
Chesham Bois,
Amersham HP6 6DS
Personnel Officer

Peter Cargin
20 Cranleigh House
West Barnes Lane
London SW20
Information Officer

Sid Brooks
14 Oaklands,
Whitton
Middlesex
Civil Servant

David Charles Watterson
21 Corringham Road
Wembley
Middlesex
General Secretary

Charles Roebuck
St. Govans
Parc Avenue
Caerphilly
Glamorgan CF8 3AZ
Retired Quantity Surveyor

Witness:
Susan Ann Uff
12 George Street
Hertford
Herts
Assistant to General Secretary

COMPANY NO: 1391200

THE COMPANIES ACT 2006
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ARTICLES OF ASSOCIATION
OF
THE BRITISH FEDERATION OF FILM SOCIETIES

1. DEFINITIONS

In these Articles, unless there is something in the subject or context inconsistent therewith,

1.1 the following expressions shall have the following meanings:

<u>EXPRESSION</u>	<u>MEANING</u>
"the Act"	the Companies Act 1985 (as amended) and the Companies Act 2006 as and when its instruments come into force
"the Annual Subscription"	the sum of money paid annually by the Members and the Associates to BFFS
"the Appointed Trustees"	the Trustees, as defined in Article 14, who are appointed by the existing Board
"the Articles"	the current Articles of association of BFFS as from time to time altered by special resolution
"the Board"	the Appointed Trustees and Elected Trustees of BFFS acting at a duly convened meeting at which a quorum (as defined in Article 15) is present
"Board Member"	one who sits on the Board; either an Appointed or Elected Trustee, or the Managing Director
"the Chair"	the individual elected as the chair for the time being of BFFS according to the process and restrictions defined in Article 15
"the Vice-Chair"	the individual elected as the Vice-Chair for the time being of BFFS according to the process and restrictions defined in Article 15
"the Secretary"	the individual elected as the Secretary for the time being of BFFS according to the process and restrictions defined in Article 15
"Community Film Exhibitor"	any film society, or community cinema or other not-for-profit organisation which shows film in its community
"Community Cinema"	any organisation properly constituted whose principal objects are to advance the access to film as an art and as a medium for information, education and social enlightenment, to promote the study of film generally, and whose primary

	purpose is not to seek profit from the exhibition of film
"the Elected Trustees"	the Trustees, as defined in Article 14, who are recruited by a process of election, as defined in Article 15, from the Members of BFFS
"BFFS"	the British Federation of Film Societies
"Film Society"	a membership-based society or club properly constituted whose principal objects are to advance the access to film as an art and as a medium for information, education and social enlightenment, to promote the study of film generally, and whose primary purpose is not to seek profit from the exhibition of film
"the Groups"	the groups or networks, by region or function, of BFFS forming part of the operational delivery mechanism of BFFS
"the Members"	Community film exhibitors and other organisations who fulfil the requirements as defined in Article 5 and have been admitted as Members by the Board as defined in Article 6, and who on payment of the annual subscription shall be entitled to receive such benefits of membership of BFFS as the Board may from time to time determine including the entitlement to vote at general meetings of BFFS.
"Associates"	Community film exhibitors, (including public or private companies, corporations, industry organisations and any other bodies that do not qualify as Members) admitted as Associates by the Board, and who on payment of the annual subscription shall be entitled to receive such benefits of membership of BFFS as the Board may from time to time determine which will not include the entitlement to vote at General Meetings of BFFS
"Affiliates"	Community film exhibitors, organisations or individuals without voting rights, that receives such limited benefits as the Board may from time to time determine and that pays no annual subscription
"month"	a calendar month
"the Office"	the registered office of BFFS

"the Managing Director"	employee responsible for the Operation of BFFS
"the President"	the president for the time being of BFFS
"the Vice-President"	the vice president for the time being of BFFS
"the Seal"	the common seal of BFFS
"School Film Society"	a Film Society run by a school
"the Treasurer"	the individual elected as treasurer of BFFS as set out in Article 15
"the Trustees"	the Elected Trustees and Appointed Trustees as defined in Article 14; these persons will also serve as Company Directors and for clarity are referred to as 'Trustees' throughout this document

- 1.2 Words importing the singular number shall include the plural and vice versa.
- 1.3 Words importing the masculine gender shall include the feminine gender.
- 1.4 Words importing persons shall include corporations.
- 1.5 Any words or expressions defined in the Act, save in so far as they are not inconsistent with the subject or context herewith, shall bear the same meaning in these Articles.
- 1.6 Reference herein to any provision of the Act or any other statute shall be a reference to such provisions as modified re-enacted or replaced by any statute from time to time and for the time being in force.
- 1.7 Headings are for convenience only and shall not affect the construction of these Articles and shall have no legal effect.

2. PRELIMINARY

- 2.1 The Regulations contained in Table C in the Schedule to the Companies (Table A to F) Regulations 2006 (such Table being hereinafter referred to as "Table C") shall apply to BFFS save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of BFFS.
- 2.2 For the purposes of the Act every Trustee shall constitute a "Company Director".

3. MEMBERS

3.1 The subscribers to the Memorandum of Association and such other bodies and persons as shall be admitted as Members in accordance with these Articles shall be entered in the Register of Members accordingly.

3.2. For the purpose of registration of BFFS the number of Members is to be taken as unlimited.

4. ANNUAL SUBSCRIPTION

4.1 Members shall pay the Annual Subscription. The Board shall determine the date on which Annual Subscription shall be payable and its recommendations and observations on the rate of the Annual Subscription shall be taken into account by the Members at a General Meeting.

4.2 The Annual Subscription shall be at such rates recommended from time to time by the Board and fixed by the Members in general meeting.

4.3 The Board shall have the discretion to waive the Annual Subscription in whole or in part where it considers there are special circumstances.

4.4 The Board shall determine from time to time what benefits are to be granted to Members upon payment of their Annual Subscription.

5. APPLICATION TO BE A MEMBER

5.1 Subject to the provisions of Article 6.1 only those organisations operating as non-political and non-profit-making organisations, and whose constitutional objects correspond to the Objects as set out in the Memorandum of Association of BFFS, and whose members are all over the age of 16 (excepting Schools Film Societies, and with regard to specific exhibition legislation where it is relevant to operation), may be admitted as Members.

5.2 All the organisations admitted as Members must each appoint one representative to attend and vote at general meetings of BFFS PROVIDED THAT the representative shall be:-

5.2.1 aged 18 or over; and

5.2.2 part of the organisation concerned, or a member of the staff of a school running the School Film Society concerned; and

5.2.3 that this representative shall make themselves known before or at a general meeting.

6. ADMISSION AS MEMBER

6.1 No organisation shall be admitted as a Member unless:

6.1.1 an appropriate officer of the organisation has signed and sent to the Company Secretary at the Registered Office of BFFS, or such alternative address as the Board may from time to time decide, an application for

admission framed in such terms as the Board shall from time to time prescribe; and

6.1.2 it has supplied the BFFS with particulars of its constitution objects and activities and such further information and particulars, in addition to these contained in the application for admission, as the Board may require; and

6.1.3 its application has been approved by the Board; and

6.1.4 the Annual Subscription payable by the new Member is paid no later than 21 days of the approval referred to in Article 6.1.3

6.2 Members shall carry out the following obligations, being:-

6.2.1 to make an annual return to BFFS (at the end of their respective financial years) showing the numbers of their subscribing members (if applicable) together with an independently examined statement of financial account and giving such other information as the Board may require; and

6.2.2 to submit periodically details of their programmes of films to the Company Secretary or such other person as the Board may from time to time decide; and

6.2.3 to provide such further information as the Board shall from time to time in its absolute discretion require and in default of so doing the Board may take such action including the removal of the defaulting Member as shall be considered appropriate.

7. REFUSAL OF APPLICATION

The decision of the Board as to whether or not any applicant for admission as a Member shall be final and conclusive and the Board shall be entitled in its absolute discretion to refuse to approve any applicant; the Board may decline to give reasons if, in its best judgement, it considers that to do so might be counterproductive.

8. MEMBERS OBLIGATION

Every Member shall use its best endeavours to promote the objects and interests of BFFS and shall observe all BFFS's regulations affecting it contained in or effective pursuant to these Articles.

9. MEMBERS RIGHTS

No rights of any Member shall be transferable, transmissible or chargeable by its or his or her own act, by operation of law or otherwise.

10. REMOVAL OF MEMBERS

A Member shall immediately cease to be a Member upon the happening of any one of the following, namely:-

- 10.1 resignation of Membership by notice in writing (in the case of a society or body, given by an authorised member of that society or body and according to its rules or constitution) to BFFS.
- 10.2 if the Member shall become bankrupt, or (if a Limited Company) go into receivership or liquidation or compound with its creditors or shall validly pass a resolution for its own dissolution:
- 10.3 if a Member shall fail to pay the relevant Annual Subscription within three months of it falling due for payment unless the Annual Subscription is waived by a resolution of the Board;
- 10.4 if a Member shall fail to perform any obligation binding on it under these Articles within one month after notice in writing requiring it so to do so shall have been served upon it by BFFS;
- 10.5 if in the opinion of the Board the conduct of the Member or the Member's own members shall be calculated in any respect to be prejudicial to the interests of BFFS and it shall fail to remedy such conduct to the satisfaction of the Board within one month after notice in writing requiring it to do so shall have been served upon it by BFFS;
- 10.6 if BFFS by a resolution, passed by a majority of not less than two-thirds of the Members of BFFS entitled to vote and present at a general meeting of BFFS, of which notice specifying the intention to propose the resolution has been given, shall resolve that it be removed as a Member.

11. REGISTER OF MEMBERS

A register shall be kept by BFFS containing the names, contact details and sub-classes of all Members, together with such other particulars as may be required by the Act.

12. MEMBERS' LIABILITY

Any Member who for any cause whatsoever shall cease to be a Member shall remain liable for and shall pay to BFFS all monies which may become payable by it by virtue of the Member's liability under the Memorandum of Association and shall forthwith return to the Office any property of BFFS then in its possession.

13. GROUPS

- 13.1 The names and rules of a Group shall not be valid until they have the approval of the Board
- 13.2 Save as otherwise agreed between the Board and a Group, BFFS shall make all applications for funding on behalf of any Group. When the funding

or assistance is received or approved BFFS shall make the same available to the Group

- 13.3 Each Group shall provide BFFS with annual accounts in a form to be approved by the Board and such other information as the Board may require on or before a date set by the Board. If a Group does not provide annual accounts and other information to BFFS or does not provide annual accounts or other information on or before the date stipulated then the Board may take such further action as it deems necessary
- 13.4 Members, Associates and Affiliates will be nominally allocated a Group for the purposes of operational provision.

14. THE BOARD

14.1 The Board shall consist of persons who shall perform the duties of Trustees and Company Directors:-

14.1.1 up to four elected persons ("the Elected Trustees") who shall be appointed by the process defined in Article 15; and

14.1.2 up to five other persons ("the Appointed Trustees") who shall be appointed following a process as is defined from time to time by the Board PROVIDED THAT no more than two of the Appointed Trustees shall be film exhibition professionals;

14.2 The Managing Director shall sit on the Board as ex officio member, shall not be a Trustee and will not have entitlement to vote.

14.3 The Board shall elect a Chair, Vice-Chair, Secretary and Treasurer as set out in Article 15.

15. APPOINTMENTS

15.1 The term of office for a Trustee shall be three years:

15.1.1 all Trustees shall retire no later than the third anniversary of their appointment

15.1.2 Trustees who retire pursuant to Article 15.1.1 above are immediately eligible for reappointment.

15.2 Nominations for election as an Elected Trustee shall be made in writing by a Member and seconded in writing by a second Member and notice in writing signed by the nominee signifying his willingness to act shall be sent to the Office not less than twenty-eight days before the date of the General Meeting at which the nomination is to be considered.

15.3 Appointment of persons as Elected Trustees shall be done by an election process as agreed by the Board from time to time: generally this will be at a General Meeting of BFFS and shall be by a resolution passed by a simple

majority of the Members present and entitled to attend and vote at a General Meeting, but may also be by postal ballot.

- 15.4 Appointment of persons as Appointed Trustees shall be done by a recruitment process as agreed by the Board from time to time.
- 15.5 At its first meeting after each Annual General Meeting of BFFS, the Board shall elect from amongst themselves a Chair, Vice-Chair, Secretary and a Treasurer:
 - 15.5.1 The Chair of BFFS shall ensure that information advising on the business of BFFS in pursuance of its objects of BFFS is presented to the Board
 - 15.5.2 In the absence of the Chair the Vice-Chair shall preside as Chair
 - 15.5.3 The Treasurer of BFFS shall ensure that information advising on the financial business of BFFS is presented to the Board.
 - 15.5.4 The Secretary shall ensure that BFFS complies with its governing documents, charity law, company law and any other relevant legislation or regulations and is responsible for ensuring that board meetings, annual general meetings and extraordinary general meetings are run effectively and in accordance with the provisions of the governing documents. These duties do not in any way absolve all other trustees of their responsibilities nor accountabilities as required by law.
- 15.6 The Board shall have power at any time and from time to time to co-opt additional persons to the Board to attend meetings of the Board. A person so appointed under this Article shall have no vote at meetings of the Board and shall serve until the following annual general meeting.
- 15.7 A person appointed under Article 15.6 shall not be counted in the quorum of the Board and shall not be considered a Trustee or Company Director.
- 15.8 The quorum for the transaction of the business of the Board shall be three Board Members having the right to vote.
- 15.9 The Board shall have power to appoint any individual to be the President or Vice-President and the terms of their appointment shall be entirely within the discretion of the Board. The President or Vice-President shall not be entitled to any remuneration in respect of their office, but the Board may authorise the payment by BFFS to the President or Vice-President of any reasonable and proper out-of-pocket expenses incurred by them in connection with the affairs of BFFS.

16. PROFESSIONAL SERVICES

If any Trustee is, or has been, a solicitor, accountant or other person engaged in any profession or business and has been instructed in writing duly authorised by the Board to render professional services to BFFS, then the Board may authorise payment by BFFS to such Trustee for all reasonable professional or other charges incurred by them and their firm for business transacted, time expended and acts done by them, or any employee or partner in their firm, in connection with BFFS including business and acts which a Trustee not being engaged in a profession or business could have done personally but subject always to Clause 4 of the Memorandum of Association of BFFS.

17. DISQUALIFICATION AND REMOVAL OF TRUSTEES

17.1 A Trustee shall be disqualified from holding such a position if:

17.1.1 they shall resign as a Trustee by notice to BFFS in writing; or

17.1.2 they become or are becoming incapable, by reason of mental disorder, illness or injury, of managing and administering their own affairs; or

17.1.3 they shall hold any office or profit in BFFS save as is provided by Clause 4 of the Memorandum of Association of BFFS; or

17.1.4 they shall become prohibited from being a Director by virtue of any provisions of the Act or otherwise prohibited by law from being a Board Member (subject to Article 21.2 below) or they shall become prohibited from being a Trustee under charity status requirements.

17.2 As defined in the Act, no person otherwise qualified to take or hold office as a Trustee shall be or become ineligible to do so by virtue merely of attaining the age of seventy or any other age. However, under the provisions of Section 157 of the Act, no person may hold office as a Trustee unless he has attained the age of 16 years.

17.3 A Trustee may be removed in accordance with the provisions of Section 168 (Resolution to remove director) of the Act, or by Members approving a special resolution providing one quarter of Members or 25 Members, whichever is the lower, sign for the special resolution.

18. GENERAL MEETINGS

18.1 BFFS 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 Board, 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.

18.2 All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.

18.3 An Extraordinary General Meeting may be called:

18.3.1 by the Board whenever it may think fit to convene such a meeting

18.3.2 on the requisition of one quarter of the Members or 25 Members, whichever is the lower, provided those Members notify the Board of any meeting convened by them at the same time as notice is given to Members

18.3.3 by the Members pursuant to the provisions of section 303 (Members' power to require Directors to call general meetings) of the Act

18.4 Notice of a General Meeting or of business pertaining to a General Meeting of BFFS will be given in hard copy form, unless the Member receiving the notice has agreed to receive notice by electronic form or by means of a website as set out in Section 309 (Publication of notice of meeting on website) of the Act.

18.5 Notice of a General Meeting of a company must state the time and date of the meeting; the place of the meeting; and the general nature of the business to be dealt with at the meeting.

18.6 A general meeting (other than an adjourned meeting) must be called by notice of at least 14 days. A general meeting may be called by shorter notice than that otherwise required if shorter notice is agreed by the Members as set out in Section 307 (Notice required of general meeting) of the Act.

18.7 A special resolution is not effective unless notice of the intention to move it has been given to the Company Secretary of BFFS at least 28 days before the meeting at which it is moved. BFFS must, where practicable, give Members notice of any such resolution in the same manner and at the same time as it gives notice of the meeting. Where that is not practicable, the company must give its members notice at least 14 days before the meeting.

18.8 The accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any Member or other person entitled to receive notice thereof shall not invalidate any proceeding or any resolution passed, at any such general meeting.

18.9 Associates and Affiliates shall be entitled to attend General Meetings of BFFS but, as previously, not to vote on matters.

19. PROCEEDINGS AT GENERAL MEETING

19.1 BFFS shall not be liable in any way for the expenses incurred by any Member or a representative of a Member in attending any General Meeting

19.2 All business shall be deemed special which is transacted at any extraordinary general meeting and also business which is transacted at an annual general meeting with the exception of: the consideration of the accounts and balance sheet and the reports of the Trustees and such person as has examined the accounts; the election of Trustees; the appointment of such person as shall provide an examination of the accounts; and the fixing of the remuneration of the auditors or inspectors.

- 19.3 No business shall be transacted at any general meeting unless a quorum be present when the meeting proceeds to business. A quorum shall be twelve Members represented in accordance with Article 5.2
- 19.4 If within half an hour from the time appointed for holding any general meeting a quorum be not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case the meeting shall stand adjourned to the same day in the next week at the same time at the Office and if at such adjourned meeting a quorum be not present within fifteen minutes from the time appointed for holding the meeting, then those individuals then present who are entitled to attend and vote on behalf of one or more Member shall form a quorum.
- 19.5 The Chair shall preside as chair at every general meeting of BFFS. In the absence of the Chair the Vice-Chair shall preside as chair. If there be no Chair, or Vice-Chair or if at any meeting the Chair or Vice-Chair is not present within fifteen minutes after the time appointed for holding the meeting, or if not be willing to act as chair of the meeting, the representatives present who are entitled to attend and vote on behalf of one or more Members shall choose some Trustee or, if no Trustee be present or if all Trustees present decline to take the chair, one of their number to be chair of the meeting (hereinafter referred to in this Clause 19 as the chair of the meeting)
- 19.6 The chair of the meeting with the consent of any meeting at which a quorum is present may and, if so directed by the meeting shall, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When 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. Except for the previously noted case, it shall not be necessary to give any notice of any adjournment of the business to be transacted at any adjourned meeting.
- 19.7 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless, before the declaration of the result of the show of hands, a poll is demanded by at least five persons present who are entitled to vote on behalf of Members. Unless a poll is demanded a declaration shall be made by the chair of the meeting that a resolution has been passed, or passed unanimously, or passed with a particular majority, or not passed, and an entry to that effect in the minute book of BFFS if purporting to be signed by the chair of the meeting or by the chair of the next succeeding meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 19.8 If a poll be duly demanded it shall be taken in such manner as the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 19.9 A poll demanded on the election of the chair of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place and in such manner (including the right to take a poll by postal vote) as the meeting shall determine.

19.10 The demand for a poll other than for the election of the chair of the meeting or on a question of adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

20. VOTING

20.1 On a show of hands and on a poll every Member present by their representative duly appointed in accordance with Article 5.2 shall have one vote at general meetings. Associates and Affiliates shall not be entitled to vote either on a show of hands or a poll.

20.2 Should the appointed representative be unable to attend a general meeting a Member may appoint, as proxy, the chair of the meeting, by giving notice in writing which must be received seven clear days in advance of the meeting at the company's registered office. The Member shall give clear instructions to the chair, who is bound to carry out that instruction, as to how their vote is to be cast on any resolution included in the notice of the meeting.

20.3 The Trustees may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they shall think fit. Unless and until otherwise determined by a meeting of the Board questions arising at any meeting shall be determined by a simple majority of votes cast by those attending and entitled to vote at the meeting PROVIDED THAT in the event of an equality of votes the resolution then under discussion will not be deemed to be passed.

20.4 The Chair shall be the chair of any meeting of the Board. In the absence or declination of the Chair, the Vice-Chair shall be chair of the meeting. In the absence or declination of both, the Trustees present may elect one of their number to be the chair of the meeting PROVIDED THAT neither the Chair nor any other person elected to act as chair of the meeting shall have a second or casting vote.

20.5 At all meetings of the Board, each Trustee shall be entitled to one vote.

20.6 The Chair shall on the requisition of not fewer than two other Trustees at any time summon a meeting of the Board.

20.7 It shall not be necessary to give notice of a meeting of the Board to any Trustee for the time being absent from the United Kingdom.

20.8 A written resolution to which a majority of Trustees for the time being in the United Kingdom have signified agreement shall be as effective as if the resolution had been passed at a meeting of the Board duly convened and held.

20.8.1 A Trustee signifies his agreement to a proposed written resolution when the Chair receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates, and indicating their agreement to the resolution

PROVIDED THAT the document has been sent in hard copy form or in electronic form.

- 20.8.2 A Trustee's agreement to a written resolution, once signified, may not be revoked.
- 20.8.3 A proposed written resolution lapses if it is not passed before the end of the period set out in the guidance accompanying the resolution, or before the end of the period of 28 days beginning with the circulation date if no guidance is given. The minimum period for Trustees to signify agreement must not be less than 7 days. The agreement of a Trustee to a written resolution is ineffective if signified after the expiry of that period.

21. DELEGATION AND DEFECTS

- 21.1 The Board for the time being may act notwithstanding any vacancy in their body, but if the number of Trustees is less than the number fixed as the quorum the continuing Trustees may only act for the purpose of filling vacancies or of calling a general meeting.
- 21.2 The Board may delegate any of its powers (other than the power to admit or expel members) to such sub-committees, as it may think fit to form. In the exercise of the powers so delegated any sub-committee so formed shall conform to any regulations which may be imposed on it by the Board.
- 21.3 All acts bona fide done at any meeting of the Board or by a duly authorised sub-committee or by any person acting as a duly authorised representative of the Board, notwithstanding that it be afterward discovered that there was some defect in the appointment of any Trustee or in the authorisation of any sub-committee or person acting as aforesaid or that they or any of them was ineligible or have vacated office, shall be as valid as if every person had been duly appointed and was eligible and had continued to be a Trustee.

22. POWERS AND DUTIES OF THE BOARD

- 22.1 The business and affairs of BFFS shall be managed by the Board, which may pay all expenses incurred in promoting and registering BFFS and (subject as hereinafter provided) may exercise all such powers of BFFS as are not by the Act or by these Articles required to be exercised by BFFS in general meeting, subject nevertheless to any regulations of these Articles to the provisions of the Act and to such regulations as may be prescribed by BFFS in general meeting, but no regulation made by BFFS in general meeting shall invalidate any prior act of the Board, which would have been valid if such regulations had not been made.

The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article and a

meeting of the Board at which a quorum is present may exercise all the powers of the Board.

22.2 The Board may exercise all the powers of BFFS to borrow or raise money, and to mortgage or charge its undertaking and property, and to issue debentures and other securities, and any such debentures and other securities may be issued at par or at a premium or at a discount.

22.3 All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments, and all receipts for monies paid to BFFS shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

23. MINUTES

23.1 The Board shall cause hard copy minutes to be made to record:-

23.1.1 all appointments to the ex officio offices of Chair, Vice Chair, Secretary and Treasurer of BFFS; and

23.1.2 the names of the members of the Board and of any duly authorised sub-committee of the Board and

23.1.3 all Board Members present at, and all resolutions and proceedings dealt with, at every meeting of the Board and all duly authorised sub-committees of the Board

23.2 Any such minutes of any meeting, if purporting to be signed by the chair of such meeting, or by the chair of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated.

24. THESEAL

The Seal shall not be affixed to any instrument except on the authority of a resolution of the Board and shall be so affixed in the presence of one Trustee (who shall be authorised by the Board from time to time), and the Company Secretary and the duly authorised Trustee shall sign every instrument to which the Seal is so affixed in their presence, and in favour of any purchaser or person bona fide dealing with BFFS such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

25. ACCOUNTS

25.1 The Board shall cause the accounting records of BFFS to be kept in accordance with the requirements of any relevant legislation or regulation that may be in force at the time.

- 25.2 The accounting records of BFFS shall be kept at the Office, or subject to the requirements of any relevant legislation or regulation that may be in force at the time at such other places or places as the Board may think fit, and shall always be open to the inspection of the Trustees and the Members.
- 25.3 At the annual general meeting in every year the Board shall lay before BFFS a proper income and expenditure account and balance sheet containing all such particulars with regard to the capital, the assets and the liabilities of BFFS as are required by any relevant legislation or regulation that may be in force at the time.
- 25.4 Every such balance sheet as aforesaid shall be signed on behalf of the Board by two Trustees and shall be accompanied by a report of the Trustees as to the state of BFFS's affairs, and it shall also have attached to it the report of such person as has examined the accounts of BFFS.
- 25.5 A copy of the accounts, report of the Trustees, and report of such person as has examined the accounts of BFFS and copies of any other documents required by law to be annexed or attached or to accompany the notice of BFFS's annual general meeting, shall not less than fourteen clear days before the date of the annual general meeting, subject nevertheless to the provisions of Section 424 (Time allowed for sending out copies of accounts and reports) of the Act, be sent to such person as has examined the accounts of BFFS and to all other persons entitled to receive notice of a general meeting of BFFS in the manner in which notices are hereinafter directed to be served.

26. NOTICES

In this section "electronic communications network" has the same meaning as in the Communications Act 2003 (c. 21).

- 26.1 Any notice or other document may be served by BFFS, subject to the provisions of Section 1258 (Service of notices) and Section 1259 (Documents in electronic form) of the Act:
- 26.1.1 on any individual:
(a) by delivering it to the individual;
(b) by leaving it at the individual's proper address;
(c) by sending it by post to the individual at that address; or,
(d) where agreed, by means of an electronic communications network.
- 26.1.2 on a company or other body or institution:
(a) by delivering it in person to an officer or partner or member of the governing body of that organisation;
(b) by sending it through the post in a prepaid envelope addressed with its registered office address (in the case of a company) or its usual business address or address for correspondence (in the case of another body or institution);
(c) by leaving it at such address; or,

(d) where agreed, by means of an electronic communications network.

26.2 Any notice or other document, if served by post, shall be deemed to have been served on the third day following that on which the envelope containing the same is put into the post, and in proving such service it shall be sufficient to prove that such envelope was properly addressed, stamped and posted.

26.3 Any notice or other document, if served by means of an electronic communications network shall be deemed to have been served on the first day following the date of transmission, and the successful transmission is deemed sufficient to prove as a delivery of the notice, direction or other document to the recipient, but only if the recipient has indicated to the person making the transmission his willingness to receive the notice, direction or other document in the form and manner used. This indication:-

(a) must be given to the person in such manner as they may require; (b) may be a general indication or an indication that is limited to notices, directions or other documents of a particular description;

(c) must state the address to be used;

(d) must be accompanied by such other information as the person requires for the making of the transmission; and,

(e) may be modified or withdrawn at any time by a notice given to the person in such manner as they may require.

26.4 Any notice or other documents which pursuant to these Articles is required to be served by any Member or Trustee on BFFS or any other Trustee of BFFS may be served by leaving the same at the Office or by sending the same through the post in a prepaid envelope addressed to BFFS or to the Company Secretary or other Trustee as the case may be, at the Office, or where agreed, by means of an electronic communication network to an address specified by the BFFS.

27. WINDING UP

If BFFS shall be wound up or dissolved, the provisions contained in Clause 7 of the Memorandum of Association of BFFS shall be performed and have effect in all respect as if the same were repeated in these Articles.

28. INDEMNITY

Every Trustee or other individual or body duly authorised by BFFS shall be indemnified out of the assets of BFFS against any liability incurred by them as a result of holding such position in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 1157 (Power to court to grant relief in certain cases) of the Act in which relief is granted to him by the court.

