

Number of  
Company

1303670 / 1

# THE COMPANIES ACTS 1948 to 1967

## Declaration of Compliance with the requirements of the Companies Act 1948 on application for registration of a Company

(Pursuant to Section 15(2) of the Companies Act 1948)

Insert the  
Name of the  
Company

THE NATIONAL ASSOCIATION FOR FREEDOM

LIMITED

Presented by Trower Still & Keeling Presentor's Reference VJW/JER  
5 New Square  
Lincoln's Inn  
London WC2A 3RP



I, JOHN ELGAR ROBINS

of 5 New Square Lincoln's Inn London WC2A 3HP

(a) Here insert:  
A Solicitor of the  
Supreme Court (or  
in Scotland a  
Solicitor) engaged  
in the formation  
or  
A person named  
in the Articles of  
Association as a  
Director or  
Secretary.

Do solemnly and sincerely declare that I am (a) a Solicitor of the Supreme

Court engaged in the formation

of The National Association for Freedom

Limited

and that all the requirements of the Companies Act 1948 in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 6 New  
Square, Lincoln's Inn,  
London, WC2 2

the 20<sup>th</sup> day of January

one thousand nine hundred and  
seventy seven

Before me,

*Mark Mallin*

A Commissioner for Oaths (b)  
Solicitor

*FRobins*

(b) Or  
Notary Public or  
Justice of the  
Peace as the case  
may be.

130307



THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL

900 1/2

MEMORANDUM OF ASSOCIATION

of

THE NATIONAL ASSOCIATION FOR FREEDOM LIMITED

1. The name of the Company (hereinafter called "the Association") is "THE NATIONAL ASSOCIATION FOR FREEDOM LIMITED".

2. The registered office of the Association is situate in England.

3. The objects for which the Association is established are:-

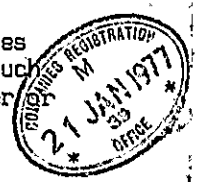
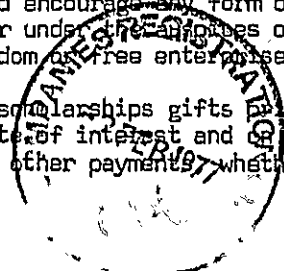
(a) (i) To campaign on a non-party political basis for the preservation maintenance and extension of freedom and free enterprise in all their forms within the United Kingdom or elsewhere (if in the interests of the people of the United Kingdom) and to use all legitimate means to achieve these objects including (but without prejudice to the generality of the foregoing) the participation in and organisation and arrangement of meetings, rallies and campaigns either alone or in co-operation with others and to undertake all other legitimate activities which may promote the cause of freedom and free enterprise.

(ii) To establish and support in such manner as it shall think fit branches formed for all or any of the objects of the Association the membership of which branches shall consist of such individuals, corporate bodies, unincorporated associations and others as the Committee of Management of the Association shall from time to time appoint. Members of such branches shall pay an annual subscription to the Association to be fixed by the said Committee and the said Committee shall have the right to determine individual membership of a branch at any time.

(iii) To print publish edit produce make manufacture commission exhibit direct and acquire the copyright in any material whatsoever (whether in the form of books journals pamphlets periodicals leaflets posters newspapers magnetic tape video tape recordings films television or radio programmes displays projects models or games or in any other form whatsoever) relating to any aspect of the preservation maintenance and extension of Freedom and free enterprise and in particular (but without prejudice to the generality of the foregoing) the concept of "active citizenship" namely that it is the duty of responsible citizens to organise for the defence of freedoms that are under attack, and to sell donate exhibit broadcast show distribute admit the public to or otherwise disseminate the same gratuitously or at such price fee or charge as the Association shall decide.

(iv) To institute promote sponsor and encourage any form of research (whether or not to be conducted in or under the auspices of an academic institution) into any aspect of freedom or free enterprise.

(v) To make awards grants bursaries scholarships gifts prizes loans (whether free of interest or at such rate of interest and on such other terms as the Association may decide) or other payments, whether



not on a competitive basis, to individuals or bodies for the advancement of freedom or free enterprise.

(vi) To organise and promote travel to other countries by individuals (whether or not members or officers of the Association) or groups of individuals for the purposes of studying aspects of freedom or free enterprise in such other countries or for any other purpose, conducive to the advancement of freedom or free enterprise.

(vii) To bring together (by affiliation, merger or otherwise) and encourage the mutual co-operation of all groups, associations, companies, federations and organisations whose objects are substantially similar to those of the Association and to represent such groups, associations, companies, federations and organisations where required.

(viii) To provide the means of communication whereby all affiliated or associated organisations can maintain regular informed contact with the Association with each other and with their membership.

(ix) To advise and where appropriate assist all associated or affiliated organisations and individuals companies and others on their remedies at law where individual rights and liberties are threatened or abused.

(x) To undertake and effect measures calculated to educate adults and young people in the meaning of freedom and free enterprise.

(xi) To draft detailed proposals and to campaign for a new constitutional settlement including an amended Bill of Rights a Supreme Constitutional Court and such other measures as may be necessary to provide safeguards against the abuse of power by a single political assembly or coercive social monopolies.

(xii) To provide by all available methods a service of information for the Association's members in respect of political, industrial, commercial, defence and all other issues which may affect or influence the cause of freedom in the United Kingdom whether at home or abroad.

(xiii) To take all necessary steps to protect the interests of its branch members supporters and others in so far as the Association is empowered to act.

(b) To buy, sell, hire, manufacture, repair, let on hire, alter, improve, treat and deal in all apparatus, machines, materials and articles of all kinds which are capable of being used for the purposes of the Association or any of them.

(c) To carry on any other business, whether manufacturing or otherwise, which may seem to the Association capable of being conveniently carried on in connection with the above businesses or any of them, or calculated, directly or indirectly, to further or facilitate the objects of the Association or to enhance the value of or render more profitable any of the Association's property.

(d) To adopt such means of making known the businesses or any of them or the products of the Company as may seem expedient, and in particular by advertising in the Press, by circulars, by purchase and exhibition of works of art or interest, by publication in books and periodicals, and by granting prizes, rewards and donations, and to carry on and conduct prize and competition schemes or any scheme or arrangement of any kind, either alone or in conjunction with any other person, firm or company, whereby the above businesses or any of them may be promoted or developed, or whereby the Association's activities may be more extensively advertised and made known.

(e) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purpose of or in connection with the Association's business or any branch or department thereof,

(f) To enter into any arrangement with any governments or authorities, supreme, municipal, local or otherwise, of any country, and to obtain from any such government or authority all rights, concessions and privileges that may seem conducive to the Association's objects or any of them.

(g) To borrow or raise or secure the payment of money for the purposes of or in connection with the Association's business in such manner as the Association may think fit.

(h) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, of the Association, and to issue at par or at a premium or discount and for such consideration, and with such rights, powers and privileges as may be thought fit, debentures, mortgage debentures or debenture stock, payable to bearer or otherwise, and either permanent or redeemable or repayable and collaterally or further to secure any securities of the Association by a trust deed or other assurance.

(i) To issue and deposit any securities which the Association has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Association or other persons or corporations having dealings with the Association or in whose businesses or undertakings the Association is interested, whether directly or indirectly.

(j) To receive money on deposit or loan upon such terms as the Association may approve, and to guarantee the obligations and contracts of any person, firm or company.

(k) To make advances to such persons with or without security and upon such terms as may seem expedient.

(l) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation schemes or funds for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Association, or of any company which is a subsidiary of the Association or is allied to or associated with the Association or with any such subsidiary company, or who are or were at any time directors or officers of the Association or of any such other company as aforesaid, or any persons in whose welfare the Association or any such other company as aforesaid is or has been at any time interested, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Association or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

(m) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(n) To invest and deal with the moneys of the Association not immediately required for the purposes of the business of the Association in or upon such investments or securities and in such manner as may from time to time be determined.

(o) To pay for any property or rights acquired by the Association, either in cash or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as may seem expedient.

(p) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Association, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as may seem expedient and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(q) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm, person or association, federation or other organisation of persons carrying on or proposing to carry on any business within the objects of the Association and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company, firm, person or association, federation or other organisation of persons.

(r) To establish or promote or concur in establishing or promoting any other company, firm, association, federation or other organisation of persons whose objects shall include the acquisition and taking over of all or any of the assets or liabilities of or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of the Association and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company, firm, association, federation or other organisation of persons.

(s) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company or association, federation or other organisation of persons carrying on any business which this Association is authorised to carry on, or the carrying on of which is calculated to benefit this Association or to advance its interests, or possessed of any property suitable for the purpose of the Association.

(t) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Association for such consideration as may be deemed fit.

(u) To amalgamate with any other companies or organisations whose objects are or include objects similar to those of the Association, whether by sale or purchase of the undertaking, subject to the liabilities of this or any other such company or organisation as aforesaid with or without winding-up or by sale or purchase of all or a controlling interest in the shares or stock of any other such company or organisation as aforesaid,

or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(v) To pay out of the funds of the Association all expenses which the Association may lawfully pay of or incidental to the formation, registration and advertising of or raising money for the Association and the issue of its loan capital including brokerage and commissions for obtaining applications for or taking, placing or underwriting, debentures or debenture stock, and to apply at the cost of the Association to Parliament for any extension of the Association's powers,

(w) To institute intervene in or otherwise participate in assist or oppose legal proceedings and to promote and to assist in the promotion of legislation.

(x) To take such steps by personal or written appeals public meetings or otherwise as may from time to time be deemed expedient for the purpose of providing contributions to the funds of the Association in the shape of donations, annual subscriptions or otherwise.

(y) To do all or any of the above things in any parts of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors trustees or otherwise.

(z) To do all such other things as are incidental or conducive to the above objects or any of them.

IT IS HEREBY EXPRESSLY DECLARED that each of the preceding sub-clauses shall be construed independently of and shall in no way be limited by reference to any other sub-clause and that the objects set out in each sub-clause are independent objects of the Company.

PROVIDED that:

(i) 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.

(ii) The Association 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 Association would make it a Trade Union.

(iii) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or the Secretary of State for Education and Science the Association shall not sell, mortgage, charge or lease the same without authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body 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 Council of Management or Governing Body have been if no incorporation has been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Secretary of State for Education and Science over such Council 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 Association were not incorporated.

4. The income and property of the Association whencesoever derived, shall be applied solely towards the promotion of the objects of the Association 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 Association.

Provided that nothing herein shall prevent the payment, in good faith of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at the rate not exceeding 7 per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Association, but so that no member of the Council of Management or Governing Body of the Association (other than the Director, the Administrative Director, the Secretary and such other officers as the Council may from time to time determine) shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Council or Governing Body other than as aforesaid, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association, provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council of Management or Governing Body may be a member, and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. The liability of the members is limited.

6. Every member of the Association undertakes to contribute such amount not exceeding £1.00 to the assets of the Association in the event of the same being wound up while he is a member of the Association or within one year after he ceases to be a member as may be required for payment of the debts and liabilities of the Association contracted before he ceases to be a member of the Association and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

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 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 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 provision, then to some charitable object.





THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION  
of  
THE NATIONAL ASSOCIATION FOR FREEDOM LIMITED

INTERPRETATION

1. In these Articles :

"the Act" means the Companies Acts 1948 to 1967

"the seal" means the common seal of the company

"secretary" means any person appointed to perform the duties of the secretary of the company

"the United Kingdom" means Great Britain and Northern Ireland

"the Association" means the above-named Company

"the Council" means the Governing Body for the time being of the Association

"the Management Committee" means the Council of Management for the time being of the Association

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

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the company.

MEMBERS

2. The number of members with which the Association proposes to be registered is 100 but the Council may from time to time register an increase of members.

3. The subscribers to the Memorandum of Association and such other persons as the Council shall admit to membership shall be members of the Association.

GENERAL MEETINGS

4. 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, and 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 Council shall appoint.

5. All general meetings other than annual general meetings shall be called extraordinary general meetings.

6. The Council may, whenever it thinks 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 132 of the Act.

#### NOTICE OF GENERAL MEETINGS

7. 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 manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Association in general meeting, to such persons 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.

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

#### PROCEEDINGS AT GENERAL MEETINGS

9. 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 accounts, balance sheets, and the reports of the Council and auditors, and the appointment of, and the fixing of the remuneration of the auditors.

10. 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, seven members present in person shall be a quorum.

11. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, in any other case it shall stand adjourned 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 Council 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.

12. The Chairman, or, in his absence, the Deputy Chairman, of the Council shall preside as Chairman at every general meeting of the Association, or if there is no such Chairman and Deputy Chairman, or if neither of them shall be present within fifteen minutes after the time appointed for the holding of the meeting or are unwilling to act the members present shall elect one of their number to be Chairman of the meeting.

13. 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 left unfinished 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. 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.

14. 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 three 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 that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings 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 such resolution.

The demand for a poll may be withdrawn.

15. Except as provided in Article 17, 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.

16. 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.

17. A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

18. Subject to the provisions of the Act a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly

authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Association duly convened and held.

VOTES OF MEMBERS

19. Every member shall have one vote,

20. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver or curator bonis or other person in the nature of a committee, appointed by that Court, and any such committee, receiver, curator bonis or other person may, on a poll, vote by proxy.

21. No member shall be entitled to vote at any general meeting unless all monies presently payable by him to the company have been paid.

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

23. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Association.

24. 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 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 instrument of proxy shall not be treated as valid.

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

".....Limited.

I /We/ of in the county of , being  
a member /members/ of the above named company, hereby appoint  
of or failing him of  
as my /our/ proxy to vote for me /us/ on my /our/ behalf at the annual  
/extraordinary/ general meeting of the company to be held on the day  
of and at any adjournment thereof.

Signed this day of "

26. 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:

".....Limited.

I /We/ of in the county of , being  
a member /members/ of the above named company, hereby appoint  
of , or failing him of , as  
my /our/ proxy to vote for me /us/ on my /our/ behalf at the annual  
/extraordinary/ 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."

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

28. 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 as 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

29. Any corporation which is a member of the Association 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 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.

#### MEMBERSHIP OF THE COUNCIL

30. The Council shall consist of all the members of the Association and shall nominate from such members a Chairman, a Deputy Chairman and an Honorary Treasurer.

31. The Association may pay to any of the members of the Council such travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Council or any Committee of the Council or general meetings of the Association or in connection with the business of the Association as the Council may from time to time determine.

#### BORROWING POWERS

32. The Council 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 Association or of any third party.

#### POWERS AND DUTIES OF THE COUNCIL

33. The business of the Association shall be managed by the Council, who may pay all expenses incurred in promoting and registering the Association, and may exercise all such powers of the Association as are not, by the Act or by these Articles, required to be exercised by the Association in general meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Association in general meeting, but no regulation made by the Association in general meeting shall invalidate any prior act of the Council which would have been valid if that regulation had not been made. The Council shall be the Governing Body of the Association.

34. The Council may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons whether nominated directly or indirectly by the directors, to be the attorney or

attorneys of the Association for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Council under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Council may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

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

36. The Council shall cause minutes to be made in books provided for the purpose:

- (a) of all appointments of officers made by the Council
- (b) of the names of the members of the Council present at each meeting of the Council and of any Committee of the Council,
- (c) of all resolutions and proceedings at all meetings of the Association, and of the Council, and of Committees of Council,

and every member of the Council present at any meeting of the Council or Committee of the Council shall sign his name in a book to be kept for that purpose.

#### DISQUALIFICATION OF MEMBERS OF THE COUNCIL

37. The office of Council member shall be vacated if the Council member

- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- (b) becomes prohibited from being a director by reason of any order made under section 188 of the Act, or
- (c) becomes of unsound mind, or
- (d) ceases to be a member of the Association, or
- (e) resigns his office by notice in writing to the Association, or
- (f) ceases to be a director by virtue of section 185 of the Act, or
- (g) is directly or indirectly interested in any contract with the Association and fails to declare the nature of his interest in manner required by section 199 of the Act.

A member of Council 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.

#### PROCEEDINGS OF THE COUNCIL

38. The Council may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. 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 member

of Council may, and the Secretary on the requisition of a member of Council shall, at any time summon a meeting of the Council. It shall not be necessary to give notice of a meeting of the Council to any member of the Council for the time being absent from the United Kingdom.

39. The quorum necessary for the transaction of the business of the Council may be fixed by the Council, and unless so fixed shall be seven.

40. The Council may elect a Chairman of their meetings and determine the period for which he is to hold office, but, 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 members of the Council present may choose one of their number to be Chairman of the meeting.

41. The Council may delegate any of their powers to committees consisting of such member or members of their body 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 Council.

42. 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 members present may choose one of their number to be Chairman of the meeting.

43. 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 members present, and in the case of an equality of votes the Chairman shall have a second or casting vote.

44. All acts done by any meeting of the Council or of a Committee of Council, or by any person acting as a member of Council, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member of Council 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 member of Council.

45. A resolution in writing, signed by all the members of Council for the time being entitled to receive notice of a meeting of the Council, shall be as valid and effectual as if it had been passed at a meeting of the Council duly convened and held.

#### POWERS AND DUTIES OF THE 'MANAGEMENT' COMMITTEE

46. There shall be a Management Committee which shall be the Council of Management of the Association and shall conduct the financial and day-to-day business of the Association in accordance with the policy laid down by the Council as the Governing Body of the Association. The Management Committee shall consist of the Chairman, the Deputy Chairman, the Director, the Administrative Director, the Honorary Treasurer, and the Secretary of the Association, and such other members of the Association as the Council may from time to time appoint. The Management Committee shall meet as often as may be necessary for the due and proper dispatch of the business of the Association and its proceedings shall be governed (so far as circumstances permit) by the Articles hereinbefore contained relating to the proceedings of the Council and its Committees.

#### SECRETARY

47. The Secretary shall be appointed by the Council for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.



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

#### DIRECTORS

49. There shall be a Director and an Administrative Director of the Association who shall be appointed by the Council for such term, at such remuneration, and upon such conditions as they may think fit, and any Director or Administrative Director so appointed may be removed by them.

#### THE SEAL

50. The Council shall provide for the safe custody of the seal, which shall only be used by the authority of the Council or of a Committee of the Council authorised by the Council in that behalf, and every instrument to which the seal shall be affixed shall be signed by a member of the Council and shall be countersigned by the Secretary or by a second member of the Council or by some other person appointed by the Council for the purpose.

#### ACCOUNTS

51. The Council shall cause proper books of account to be kept with respect to

- (a) all sums of money received and expended by the Association and the matters in respect of which the receipt and expenditure takes place,
- (b) all sales and purchases of goods by the Association, and
- (c) the assets and liabilities of the Association

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 Association's affairs and to explain its transactions.

52. The books of account shall be kept at the registered office of the Association, or, subject to section 147(3) of the Act, at such other place or places as the Council think fit, and shall always be open to the inspection of the Council.

53. The Council shall from time to time in accordance with sections 148, 150 and 157 of the Act, cause to be prepared and to be laid before the Association in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

54. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Association in general meeting, together with a copy of the auditor's report, shall not less than twenty one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Association. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Association is not aware or to more than one of the joint holders of any debentures.

#### AUDIT

55. Auditors shall be appointed and their duties regulated in accordance with sections 159 to 161 of the Companies Act 1948 and section 14 of the Companies Act, 1967.

## NOTICES

56. A notice may be given by the Association to any member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Association for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of twenty-four hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

57. Notice of every general meeting shall be given in any manner hereinbefore 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) every person being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting, and
- (c) the auditor for the time being of the Association.

No other person shall be entitled to receive notices of general meetings.

## INDEMNITY

58. Subject to the provisions of and so far as may be permitted by the Act every member of the Council, Director, Administrative Director, Auditor and Secretary of the Association shall be entitled to be indemnified by the Association against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Frank Taylor  
10 Park Street  
London W1 4 DD

A. H. Paslet  
Tadpole

Regu Foster  
Company Director  
Southern Pasture Rd  
Sitcheworth Herts.  
Company Director

Pauline  
112 Bridge Lane  
Temple Fortune  
NW 11 Antoon

John  
35 Wethorne  
Park Road, W.2.  
Antoon

Norm Philpotts  
2, Cecil Court, Lambeth Road, Epsall  
Company Director  
Springfields, Old Road,  
Shipton-on-Stone,  
Warwickshire.

R. H. Wadleton  
Company Director

Dated the Fifteenth day of December 1976

WITNESS to the above signatures :-

J. Cairns

Administrative Director  
500 Chesham House 30/32, Warwick St  
London W.1.



## CERTIFICATE OF INCORPORATION

No. 1303670

I hereby certify that

**THE NATIONAL ASSOCIATION FOR FREEDOM LIMITED**

is this day incorporated under the Companies Acts 1948 to 1967 and that the  
Company is Limited.

Given under my hand at Cardiff the **18TH MARCH 1977**

*D. A. Pendlebury*  
**D. A. PENDLEBURY**

*Assistant Registrar of Companies*