

Company Number 2538842
Incorporated: 11 September 1990
Amended by Special Resolution 22 September 1994
Further amended by Special Resolution 26 October 2004

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF BRISTOL MEDIATION NEW APPROACHES TO CONFLICT RESOLUTION LIMITED

1. The name of the Company (hereinafter called 'The Service') is BRISTOL MEDIATION.
NEW APPROACHES TO CONFLICT RESOLUTION LIMITED

2. The Registered office of the Service will be situated in England.

3. The objects of the Service are:

to promote for the public benefit of the citizens and communities in and around the City of Bristol in the County of Avon and with a view to the preservation of public order, the provision of services directed towards mediation and conciliation between persons, organisations and groups who are involved or who are at risk of becoming involved in disputes or interpersonal conflicts where any such dispute or conflict results from or may lead to acts of nuisance, vandalism, racial abuse or breach of the peace -

In furtherance of these objects but not further or otherwise the Service shall have the following powers:

- (1) To provide a mediation and conciliation service to the communities of Bristol and the immediate surrounding areas or districts.
- (2) To undertake training of mediators and others involved in mediation and conciliation.
- (3) To maintain an active link of communication with the general public, statutory and charitable bodies in matters of mediation and conciliation.
- (4) To arrange and provide for or join in arranging and providing for the holding of workshops, seminars, conferences, meetings, lectures, classes and exhibitions.
- (5) To cause to be provided for its members an efficient service of information.
- (6) To procure to be written and print, publish, issue and circulate gratuitously or otherwise, any reports or periodicals, books, pamphlets, leaflets or other documents.
- (7) To promote, encourage or undertake organised research and experimental work and disseminate the useful results of such research.
- (8) To participate in national and international conferences and educational events to further the cause of conciliation and mediation.
- (9) To produce and publish and take part in the production and publication of videos, recordings and television programmes -
- (10) To give a service of advice and information to the public and bodies having housing, religious,

educational, social, recreational and similar purposes.

- (11) To provide consultancy and/or advice, with or without remuneration, to bodies or persons within or beyond Bristol who are engaged, or are intending to engage, in activities of a similar or related kind.
- (12) To provide consultancy in the field of mediation and conciliation to groups or individuals, with or without remuneration.
- (13) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Service may think necessary or convenient for the promotion of its objects, and to construct, maintain or alter any buildings or erections necessary or convenient for the work of the Service.
- (14) Subject to such consents as may be required by law to sell, lease, let, mortgage, dispose of or turn to account, all or any of the property or assets of the Service as may be thought expedient with a view to the promotion of its objects.
- (15) To undertake and execute any charitable trusts which may lawfully be undertaken by the Service and may be conducive to its objects.
- (16) To undertake and execute any project which may lawfully be undertaken by the Service and may be conducive to its objects.
- (17) Subject to such consents as may be required by law, to borrow or raise money for the purpose of the Service on such terms or on such security as may be thought fit Provided That the Service shall not undertake any permanent trading activities in raising funds for its charitable objects.
- (18) To invest the moneys of the Service not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.
- (19) To apply for, invite, obtain, collect and receive money and funds by way of contributions, donations, affiliation fees, subscriptions, legacies, grants, loans and any other lawful method and accept and receive gifts of property of any description (whether subject to any special trusts or not) for the purpose of promoting the objects of the Service and to promote any such application, invitation, collection or reception through any other Association, Trust, Institution or body controlled by the Service or not.
- (20) To employ and pay out of any funds at the disposal of the Service such officers, trainees and other personnel including members of the Service not being members of the Committee for the purposes aforesaid or any of them at such remuneration and on such terms and conditions as the Committee of the Service may determine and to provide and supply all such equipment and accessories as may be required or desirable for the purposes aforesaid or any of them.
- (21) To appoint on such terms as to remuneration and otherwise any agent or other person, association or company to carry out any of the functions or activities of the Service provided that any such appointment must be revocable by the Committee.
- (22) To affiliate or become affiliated to any institution having charitable purposes only and acquire and undertake all or any part of the assets, liabilities and engagements of any such institution which the Service may lawfully acquire.
- (23) To co-operate and enter into arrangements with authorities, national local or otherwise and to

obtain from any such authorities any rights, privileges and concessions.

- (24) To insure and arrange insurance cover for and to indemnify its Officers and other Committee Members, servants and voluntary workers from and against risks incurred in the course of the performance of their duties (including Professional Indemnity risks, where appropriate and necessary)
- (25) To pay the costs, charges and expenses of and incidental to the formation and registration of the Service.
- (26) To do all such other lawful things as are necessary for the attainment of the above objects or any of them.
Provided That the Service shall not support with its funds any object or endeavour to impose on or procure to be observed by its members or others any regulations restrictions or conditions which if an object of the Service would make it a Trade Union.

Provided also that in the case that the Service shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Department of Education the Committee of the Service shall be chargeable for such of the said property as may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would as such Committee have been if no incorporation had been effected and incorporation of the Service shall not diminish or impair any control or authority.

It is hereby expressly declared that each sub-clause of this clause shall be construed independently of the other sub-clauses hereof, so that none of the objects or powers mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects and powers mentioned in any other sub-clause.

- 4. The income and property of the Service howsoever and whensoever derived shall be applied solely towards the promotion of the objects of the Service 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 Service and no member of its Committee who shall be elected or appointed to any office of the Service shall be paid by salary or fees or receive any remuneration or other benefit in money or moneys worth from the Service

Provided that nothing herein shall prevent the payment in good faith -

- (i) of reasonable and proper remuneration to any member officer or servant of the Service, not being a member of its Committee, for services rendered to the Service;
- (ii) of interest at a rate not exceeding 2% per annum below the published base lending rate of the Clearing Bank of the Service on money lent;
- (iii) of reasonable and proper rent for premises demised or let to the Service by any member of the Service or of its Committee;
- (iv) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Committee may be a member holding not more than one hundredth part of that company's capital;
- (v) of reasonable and proper out of pocket expenses to any member of the Committee.

- 5. The liability of the members is limited.
- 6. Every member of the Service undertakes to contribute to the assets of the Service, in the event

of the same being wound up during the time that s/he is a member, or within one year afterwards for payment of the debts and liabilities of the Service contracted before the time at which s/he ceases to be a member, and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of the contributories among themselves, such payment as may be required not exceeding £1.00.

7. If upon the winding up or dissolution of the Service 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 Service, but shall be given or transferred to some other charitable institution or institution having objects similar to the objects of the Service 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 Service under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Service at or before the time of dissolution or in default thereof by a Judge of the High Court of Justice having jurisdiction in respect of charitable funds, and if and so far as effect cannot be given to the foregoing provisions then to some charitable object.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

Names and Addresses of Subscribers

Signed by the following:

1. Anita Bailey 9 Downfield, Compton Drive, Sea Mills, Bristol B59 2QE
2. Andrew Fraley 16 Tennyson Avenue, Clevedon, Avon B521 7UF

Dated 3rd September 1990

Witness to the above signatures:

Hermione Legg Garden Flat, 26 Richmond Terrace Clifton, Bristol B58 1AD

Company Number:
Incorporated: 1990
Amended by special resolution 1994
Further amended by Special Resolution 21 October 2009

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF BRISTOL MEDIATION
NEW APPROACHES TO CONFLICT RESOLUTION LIMITED

GENERAL

1.1 In these Articles (which shall constitute the regulations of the Company, Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 being hereby excluded) The words standing in the first column of the Table next hereinafter contained shall bear the meaning set out opposite to them respectively in the second column thereof, if not inconsistent with the subject matter or context.

| WORDS | MEANINGS |
|------------------|---|
| The Act | The Companies Act 1985 including any statutory modification or re-enactment for the time being in force. |
| The Articles | The Articles of Association of the Service from time to time in force. |
| The Memorandum | The Memorandum of Association of the Company as amended from time to time. |
| Member | A member of the Company without distinction as to class of membership. |
| The Service | The above named Company. |
| The Committee | The Committee for the time being of the Service |
| Committee Member | A person elected or co-opted to serve on the Committee in accordance with the Articles. |
| The Office | The Registered Office of the Service |
| The Seal | The Common Seal of the Service. |
| Month | Calendar month |
| In writing | Written, printed or lithographed or partly one and partly another and other modes of representing or reproducing words in a visible form. |

1.2 Words importing the singular number only shall include the plural number and vice versa.

1.3 Words importing the masculine gender only shall include the feminine gender.

1.4 Words importing persons shall include bodies corporate and unincorporate.

1.5 Subject as aforesaid, any words or expressions defined in the Act or any statutory modification in force at the date on which these Articles become binding on the Service shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

1.6 The headings in the Articles shall not be taken as part of them, or in any manner affect the interpretation or construction of the same.

2. The Service is established for the purposes expressed in the Memorandum.

MEMBERSHIP

3. The Membership shall comprise, as members of the Service:
 - (a) Subscribers to the Memorandum
 - (b) such other individuals as the Committee shall admit to membership
 - (c) Groups, associations and projects (whether corporate or unincorporate) admitted to organisational membership each of whom shall be entitled to send one named representative or one named deputy to meetings of the Service. In the event of a member of a group or project becoming an officer of the Service the group or project shall be entitled to send a further representative to meetings of the Service.
4.
 - (a) The provisions of Section 352 of the Act shall be observed by the Service and every member of the Service shall, on becoming a member either sign the register of members or sign a written consent to become a member in such form as the Committee may from time to time prescribe.
 - (b) Membership is subject to and conditional upon the member having paid all subscriptions and dues as from time to time prescribed by the Committee and a member shall not be entitled to exercise or enjoy any of the rights or privileges of membership nor be entitled to vote at any meeting of the Company if at the relevant time his subscriptions are due and remain unpaid.
5. A member of the Service shall forthwith cease to be a member: -
 - (i) if he shall die or
 - (ii) if he shall resign by giving one month's notice in writing of his intention so to do, upon the expiry of such notice, or
 - (iii) if he shall be removed from membership by a resolution of at least two-thirds of the members present and voting at a General Meeting specially convened for the purpose at which he shall have been given a proper opportunity of attending and of being heard, or
 - (iv) if he shall fail to pay his outstanding subscriptions and dues upon the expiry of final written notice being served upon him by the Committee.

GENERAL MEETINGS

6. The Service 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 notice calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Service and that of the next. Provided That so long as the Service 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 Committee shall appoint. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.
7. Extraordinary General Meetings may also be called at the request in writing of twenty members or of one-third of the total number of members, whichever is less.

NOTICE OF GENERAL MEETINGS

8. An Annual General Meeting or an Extraordinary General Meeting shall be called by twenty-one 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 hour of meeting, and in case of special business, the general nature of that business shall be given, in the manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Service in General Meetings to such persons as are, under the Articles of the Company, entitled to receive such notices from the Service.
9. Provided that a meeting of the Service shall, notwithstanding that it is called by shorter notice than 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 percent of the total voting rights at that meeting of all the members.
10. The accidental omission to give notice of a meeting to or the non-receipt of such notice by any member shall not invalidate any resolution passed or proceeding held at any meeting.

QUORUMS OF THE SERVICE AND THE COMMITTEE

11. The quorum of the Service in General Meeting will be 20 members or one-third of the members whichever is the less and the quorum of the Committee will be four members, one of whom must be an Officer, as defined in article 29. The quorum of any sub-committee shall be one-half of the number of members thereof.

PROCEEDINGS AT GENERAL MEETINGS

12. At the Annual General Meeting the members shall transact the ordinary business of the Company, that is to say:
 - (a) the Committee of the Service shall report on the work and activities of the previous year,
 - (b) the Committee shall present the audited or examined accounts for the year with the auditors' or examiner's report thereon.
 - (c) the members shall elect Officers and other Committee members to fill appropriate vacancies,
 - (d) the members shall approve the annual subscriptions for the ensuing year, as provided for in Article 52 hereof,
 - (e) the members shall appoint auditors or examiners for the ensuing year and authorise the Committee to fix their remuneration.In addition the members shall transact any special business of the Company of which due and proper notice has been given.
13. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. 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 Committee may determine.

14. The Chairperson, if any, of the Committee shall preside as Chairperson at every General Meeting of the Service, or if there is no such Chairperson or if s/he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the members of the Committee present shall elect one of their number to be Chairperson of the meeting.
15. If at any meeting no member of the Committee is willing to act as Chairperson, or if no member of the Committee is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be Chairperson of the meeting.
16. The Chairperson 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.
17. At any General Meeting a resolution put to the vote of the meeting shall be decided by 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 Chairperson; or
 - (b) by at least two members present in person or by proxy; or
 - (c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the Meeting.

The demand for a poll may be withdrawn.

18. Except as provided in Article 19 if a poll is duly demanded it shall be taken in such manner as the Chairperson directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
19. A poll demanded on the election of a Chairperson, 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 Chairperson 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.
20. 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 representative) shall be as valid and effective as if the same had been passed at a General Meeting of the Service duly convened and held.

VOTING

- 21. Every member shall have one vote.
- 22. No member shall be entitled to vote at any General Meeting unless all moneys presently payable by him to the Service have been paid in accordance with Article 4(b) hereof.
- 23. On a vote by show of hands or on a poll, votes may be given either personally or by proxy.
- 24. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or if the 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 Service.
- 25. 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 the power or authority shall be deposited at the Office of the Service, or at such other place within the United Kingdom as is specified for the purpose in the notice convening the meeting, not less than 4 days 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 2 days before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
- 26. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit: "Bristol Mediation - New Approaches to Conflict Resolution 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 or Extraordinary, as the case may be) General Meeting of the Company to be held on the day 19 _____ and at any adjournment thereof.

Signed this _____ day of _____ 19 _____

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:

"Bristol Mediation - New Approaches to Conflict Resolution 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 or Extraordinary, as the case may be) General Meeting of the Company to be held on the day of 19 _____ and at any adjournment thereof.

Signed this _____ day of _____ 19 _____

This form to be used in *favour of/against the resolution.
Unless otherwise instructed the proxy will vote as he things fit.

*Strike out whichever is not desired.”

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

27. 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 notification in writing of such death, insanity or revocation as aforesaid shall have been received by the Service at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.
28. When a vote is required at any meeting of the Committee each member shall be entitled to one vote and in the case of an equality of votes, the person presiding at the meeting shall have a casting vote.

ELECTION OF OFFICERS AND OTHER MEMBERS OF THE COMMITTEE

29. The Officers of the Service will consist of a Chairperson, Secretary and Treasurer and such other officers as the Annual General Meeting of the Service will deem necessary.
30. The Committee will consist of the Officers, as defined in clause 29, and not less than three but not more than eight members of the Service, one of whom should be a practicing mediator with Bristol Mediation, elected as set out below, and not more than three persons co-opted annually by the Committee.
31. Election of the Officers and other Committee members shall be conducted at the Annual General Meeting by a show of hands of those members present or by proxy.
32. Officers and other members of the Committee will be elected for a term of three years, but will be eligible for re-election if duly nominated as provided for in Article 34, so long as the person to be elected will have served no more than nine consecutive years without a break of at least one year.
33. Officers and other members of the Committee shall be existing members of the Service at the time of their nomination for election.
34. To be elected to the Committee a member must be nominated in writing by a member of the Service and give his consent in writing thereto, such nomination and consent being delivered to the Office at least 35 days prior to the date fixed for the Annual General Meeting in order to allow particulars of each nominated candidate to be circulated to all members with the Notice convening such Annual General Meeting.
35. Notwithstanding Article 32, one third of the Committee shall retire each year (or as near thereto as the then current number of Committee members allows, and disregarding all co-opted members of the Committee) with the longest serving Committee members to retire first but subject to such phasing of the retirement of Officers in order to maintain continuity as the Committee shall deem expedient. In the event of a disagreement or inability to decide which Committee members shall retire, the matter shall be decided by lot under the direction of the Chairperson.

THE COMMITTEE

36. The Committee shall have full power and responsibility to manage the affairs and conduct the business of the Service and shall present a report on the year's work and an audited examined financial statement to the Annual General Meeting of the Service as provided for in Article 12

37. The Committee shall cause minutes to be made in books provided for the purpose:
- (a) of the names of the members of the Committee present at each meeting of the Committee and of any sub-committee of the Committee;
 - (b) of all resolutions and proceedings of all meetings of the Service, and of the Committee and of all subcommittees of the Committee.
38. The Committee shall meet not less than four times in each year.
39. The Committee may appoint such sub-committees as the Committee shall in its discretion decide are necessary with the power for the sub-committees to co-opt additional members provided that the majority of the members of all such sub-committees shall be members of the Committee.
40. The function and terms of reference of such sub-committees as the Committee may appoint shall be laid down by the Committee and shall provide that such sub-committees shall report their acts and proceedings to the Committee as soon as possible (in writing if the Committee so directs or requires)
41. The Chairperson Secretary and Treasurer shall be ex officio members of all sub-committees.
42. The Committee may, subject to the provisions of the Memorandum, appoint and in its discretion remove such managers, secretaries, officers, clerks, agents and servants for permanent, temporary, and special services as it may from time to time think fit and may determine their powers and duties and fix their salaries and emoluments.

THE SECRETARY

43. The Secretary shall be responsible for:
- (i) the maintenance of the membership records pursuant to Article 4(a) hereof.
 - (ii) the keeping of minutes on behalf of the Committee and the safe custody of the Minute Books.
 - (iii) the safe custody of the Company Seal and the Statutory Books.
44. The Secretary shall cause to be completed and filed at Companies House
- (1) All statutory forms, Special Resolutions and Notifications of Changes of Directors and Secretary.
 - (2) The Annual Returns of the Company
- and generally shall be responsible to the Committee for ensuring compliance by the Service with all its statutory obligations at law.

THE SEAL

45. The Committee shall provide for the safe custody of the seal of the Service which shall not be fixed to any instrument except by the authority of a resolution of the Committee and in the presence of at least two members of the Committee and of the Secretary, and the said members and Secretary shall sign every instrument to which the seal shall be so affixed in their presence and in favour of any purchaser or person bona fide dealing with the Service

such signatures shall be conclusive of the fact that the seal has been properly affixed.
DISQUALIFICATION OF MEMBERS OF THE COMMITTEE

46. The office of a member of the Committee shall be vacated:
- A If a receiving order is made against him or he makes any arrangement or composition with his creditors.
 - B If he becomes incapable by reason of mental disorder, illness or injury from managing his affairs.
 - C If he ceases to be a member of the Service or if he is absent from all Committee Meetings held within a period of 6 months and the Committee so resolve that his office be vacated.
 - D If by due notice in writing to the Service he resigns from the Committee.
 - E If he ceases to be a Committee member by virtue of any provision of the Act or is disqualified from acting as a trustee by virtue of Section 45 of the Charities Act 1992 (or any statutory re-enactment or modification of that provision) or he becomes prohibited by law from being a Director.
 - F If he is required to resign by notice in writing signed by a three-fourths majority of the other members of the committee.
47. The Service may by an Extraordinary resolution remove any member of the Committee before the expiration of his period of office, and may by an Ordinary Resolution appoint another member in his stead; but any person so appointed shall retain his office so long only as the member in whose place he is appointed would have held the same if he had not been removed.

FINANCE

48. Cheques and any other written authorities drawn on or addressed to the Service's bankers, until otherwise from time to time resolved upon by the Committee, shall be signed by two members of the Committee. The Service's banking account/s shall be kept with such banker or bankers as the Committee shall from time to time determine.
49. The Treasurer shall keep proper accounts for the Service.
50. The Accounts shall be audited or examined at least once every year by a qualified auditor, or examiner, who shall be appointed at the Annual General Meeting under the provision of Article 12.
51. An audited or examined statement of accounts for the previous financial year shall be submitted by the Committee for adaption at the Annual General Meeting.
52. The annual subscriptions payable by members (according to their Classes of membership) shall be as may be fixed from time to time by the Committee and approved by the Service at its Annual General Meeting.
53. The Accounting records shall be kept at the Office or, subject to the provisions of the Act, at such other place or places as the Service thinks fit, and shall always be open to the inspection of the Officers of the Service.

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

EQUAL OPPORTUNITIES STATEMENT

55. The Service shall not discriminate against any employee, volunteer, member, or user of its services on the grounds of gender, social or ethnic origin, sexuality, colour, social class, religion or disability. Furthermore, the Service shall make every effort to ensure equality of opportunity for participation in all its activities and will use all reasonable endeavours to establish appropriate practical ways of attaining this object.

NOTICES

56. Any notice may be served by the Secretary on behalf of the Service on any member personally or by sending it through the post, in a prepaid addressed envelope, to such member at his last known address in the United Kingdom and any letter so sent shall be deemed to have been received within four days of posting.

INDEMNITY

57. In the execution of his duties and the exercise of his rights in relation to the affairs of the Service (and without prejudice to any indemnity to which he may otherwise be entitled) every member of the Committee shall be entitled to be indemnified out of the assets of the Service against any costs, losses, claims, actions or other liabilities suffered or incurred by him and arising by reason of any improper investment made by or for the Service in good faith (so long as he shall have sought professional advice before making or procuring the making of such investment) or by reason of any negligence or fraud of any agent engaged or employed by him in good faith (provided reasonable supervision shall have been exercised) notwithstanding the fact that the engagement or employment of such agent was not strictly necessary or by reason of any mistake or omission made in good faith by him or by reason of any other matter or thing other than deliberate fraud, wrongdoing or wrongful omission on the part of the member of the Service who is sought to be made liable.

AMENDMENTS

58. (1) Amendments shall only be made to these Articles by way of a Special Resolution at an Annual General Meeting or an Extraordinary General Meeting called for the purpose and shall receive the assent of a three-fourths majority of the members present and eligible to vote thereat of which at least 28 days' notice has been given by the Secretary of the Service to all members.

(2) Resolutions for amendment of the Articles shall be received in writing by the Secretary of the Service at least two months before the meeting at which the resolution to amend is to be proposed.

(3) No amendment to this Article 58 shall be made save with the consent of the Charity Commissioners for England and Wales and no amendment shall be made which shall cause the Service to cease to be a charity.

Names and addresses of Subscribers

1. Anita Bailey
9 Downfield,
10 Compton Drive, (Sgd) A Bailey
Sea Mills,
Bristol, BS9 2QE.

2. Andrew Fraley
16 Tennyson Avenue, (Sgd) A Fraley
Clevedon,
Avon, BS21 7UF.

Dated 3rd September 1990

Witness to the above signatures:-

Hermione Legg
Garden Flat,
26 Richmond Terrace, (Sgd) Hermione Legg
Clifton,
Bristol, BS8 1AD.