

Company Number: 2680299

The Companies Acts 1985

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM AND ARTICLES OF ASSOCIATION

BLACKSHAW NURSERY

Incorporated the 23rd day of January 1992



THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION
OF BLACKSHAW NURSERY**

- 1. The name of the Company is 'BLACKSHAW NURSERY'**
- 2. The registered office of the Company will be situate in England**
- 3 The objects of the Company are**
 - a) To advance the education of children of parents in Wandsworth and the surrounding area.
 - b) To care and protect children of parents in Wandsworth and the surrounding area, such children being in need of care and attention
 - c) To provide facilities for recreation and other leisure time activity for children of parents in Wandsworth and the surrounding area with a view to improving their conditions of life

In furtherance of the above objects but not further or otherwise the company may

- i) Establish or secure the establishment of a Nursery (hereinafter called 'The Nursery') and maintain and manage or co-operate with any local stator authority in the maintenance and management of the Nursery or activities promoted by the Nursery and its constituent bodies in furtherance of the above object
- ii) Employ and remunerate such staff as are necessary for the furtherance of the object of the Company
- iii) Apply for invite obtain collect and receive money securities and other sources of income and capital by way of contributions subscriptions donations legacies grants sale of publications and other lawful methods and receive gifts by will and inter vivos of property of any description whether or not subject to express trusts provided that the Company shall not undertake any permanent trading activities in raising funds for the above-mentioned charitable object

- iv) Appoint trustees to hold real property on trust for the Company and indemnify them against any liability loss or damage
- v) Promote endow furnish and fit out with all necessary furniture and other equipment and maintain and manage such buildings and premises as may from time to time be required for the purposes of the Company
- vi) Purchase take on lease tenancy or licence or otherwise hold freehold or leasehold property with full power to lease sub-lease or licence occupation of all or any such part of such property
- vii) Purchase take lease or licence hire subscribe for and by any other means acquire plant machinery appliances equipment vehicles furniture books periodicals stationery publications newspapers and any other chattels whatsoever
- viii) Open and operate banking accounts in the name of the Company and other banking facilities All cheques or orders for the payment of money from any such banking account shall be signed either by not less than two signatories for payments over £1001 00 and one signatory for payments under the value of £100 00 as per Special Resolution dated 22nd November 2011
- ix) Subject to such consents as may be required by law sell grant leases tenancies (of whatever kind) or licences or dispose of mortgage or in any way turn to account all or any of the property or assets of the Company and do so for or without consideration and subject to such terms and conditions as may be thought necessary.
- x) Subject to such consents as shall be required by law borrow or raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be determined from time to time and in particular by mortgage or charge upon all or any part of the undertaking or the real or personal property (present or future) of the Company or by the creation and issue on such terms as may be thought fit of debentures and debenture stock or other securities of any description
- xi) Invest monies of the Company not immediately required for its purposes in or upon such investment securities of property as may be determined from time to time subject nevertheless to such conditions (if any) and

such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided

- xii) Enter into any contract of insurance howsoever in respect of any matter in which the Company has an insurance interest and in particular in connection with any real or personal property in which the Company shall have any interest or with any acts or omissions done by persons employed by the Company including indemnity insurance in respect of any fraudulent negligent or tortious acts by such persons.
- xiii) Establish or promote or concur in establishing or promoting any charitable company association or fund the establishment or promotion or which will directly or indirectly advance the objects of the Company.
- xiv) Co-operate with any institution, charitable or otherwise, to further the Company's objects
- xv) Subscribe or guarantee money for any charitable object in any way calculated to further the objects of the Company
- xvi) Make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees and their widows of other dependents
- xvii) Present promote organise provide manage and produce such classes lectures tutorials games films broadcasts exhibitions entertainments publications and other events as shall further the object of the Company
- xviii) Do all such other lawful things as will further the attainment of the above object

PROVIDED THAT

- a) In case the Company shall take or hold any property which may be subject to any charitable trusts the Company shall only deal with or invest the same in such manner as allowed by law having regard to such charitable trusts.
- b) The objects of the Company shall not extend to the regulation of relations between works and employers or organisations or workers and organisations of employers

- c) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England & Wales the Company shall not sell mortgage charge or lease the same without such authority approval or consent as may be required by law and as regards any such property the Management Committee of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would have been as such members of the Management Committee if no incorporation has been effected and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division of the Charity Commissioners over the members of the Management Committee but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.
- 4 The income and property of the Company shall be applied solely towards the promotion of its objects as set 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 Company and no member of its Management Committee or Governing Body shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or monies' worth from the Company provided that nothing herein shall prevent any payment in good faith by the Company
 - a) Of reasonable and proper remuneration to any member officer or servant of the Company (not being a member of its Management Committee or Governing Body) for any services rendered to the Company
 - b) Of interest on money lent by any member of the Company or of its Management Committee or Governing Body at a rate per annum not exceeding 2% less than the minimum lending rate prescribed for the time being of the Bank of England of 3% whichever if the greater.
 - c) Of reasonable and proper rent for premises demised or let by any member of the company or of its Management Committee or Governing Body
 - d) Of fees remuneration or other benefit in money or money's worth to a company of which a member of the Management Committee or Governing Body may be a member holding not more that 1/100 part of the capital of that company.
 - e) To any member of its Management Committee or Governing Body of reasonable out of pocket expenses
- 5 The liability of the members is limited.

- 6 Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member or within one year after he ceases to be a member for the payment of the debts and liabilities of the Company 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 amounts as may be required not exceeding one pound
7. If upon winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other institution having charitable objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof such institution or institutions to be determined by the members of the company at or before the time of dissolution and if and so far as effect cannot be given to such provision then to some other 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

Ms C Langridge
The Laurels
Ballast Quay Road
Fingringhoe
Colchester
Essex
CO5 7DB

Ms A West
6 Stonebanks
Manor Road
Walton on Thames

Dated this 22nd day of February 1990

Witness to the above signatures:

Mary Ellis
251 Brighton Road
Sutton
Surrey
SM2 5ST

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

BLACKSHAW NURSERY

PRELIMINARY

- 1 In these Articles the words standing in the first column of the table set out below shall bear the meanings set opposite to them respectively in the second column thereof if not inconsistent with the subject or context

WORDS	MEANINGS
The Act	The Companies Act 1985
The Articles	These Articles of Association and the Regulations of the Nursery from time to time in force
The Nursery	The above-named Company
The Management Committee	The Management Committee for the time being of the Nursery
Office	The registered office of the Nursery
Seal	The common seal of the Nursery
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
The Nursery's area	Wandsworth Health Authority region
Local organisation or group	Any organisation of group whether Incorporated or not which shall be engaged in the provision of advice or other services for or represents the Interests of some or all of the persons Residing or working in the Nursery's area

Member

A member of the Nursery

United Kingdom

Great Britain and Northern Ireland and
Channel Islands and the Isle of Man

The expression 'secretary' shall include any person appointed by the Management Committee to perform any of the duties of the Secretary. Words importing the masculine gender shall include the feminine also. Words importing persons shall include corporations. Subject as aforesaid any words or expressions defined in the Act shall if not inconsistent with the subject or context bear the same meanings in the Articles. The provisions of Sections 352 and 353 of the Act shall be observed by the Centre and every member of the Centre shall either sign a written consent to become a member or sign the register of members on becoming a member.

NUMBER OF MEMBERS

- 2 The number of members with which the Nursery proposes to be registered is 200 but the Management Committee from time to time may register an increase in members.

OBJECTS OF THE NURSERY

- 3 The Nursery is established for the purposes in the memorandum of Association and for any such purposes it may exercise all the powers conferred by Section 35 of the Act.

MEMBERS

- 4 The following persons shall be members of the Nursery,
 - (a) The subscribers to the Memorandum of Association
 - (b) Every member of the management Committee
 - (c) Such other persons as shall have applied for membership and shall have been accepted as members by the management Committee
- 5 Notice shall be given to every person accepted for membership at the last known address as soon as practicable after he or she shall have been accepted.
- 6
 - (a) A person who is a member of the Nursery shall cease to be a member upon passing of an ordinary resolution of the Nursery terminating his or her membership.
 - (b) A person who is a member of the Nursery shall cease to be a member upon receipt at the Nursery of a written resignation of membership signed by him or her.

(c) A person shall cease to be a member of the Nursery upon his or her death, becoming of unsound mind or bankruptcy

7 Membership rights shall be personal and shall not be transferable

8 Unless and until otherwise determined in general meeting there shall be no subscriptions payable by members.

GENERAL MEETINGS

9 The Nursery 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 Nursery and that of the next The Annual General Meeting shall be held at such time and place as the Management Committee shall appoint

10 Besides the members of the Company there may attend at the general meetings as observers

(a) Any member of the community residing in the Nursery's area or working (whether full-time or otherwise and whether paid or not) in the Nursery's area

(b) All persons employed or retained by the Company whether on a full-time part-time or ad hoc basis and whether or not in receipt of salary or emoluments of employment

11. A general meeting of the Nursery may be convened

(a) By the Management Committee, or

(b) On a written requisition of members of the Nursery having not less than one fifth of the total voting rights of all members having at the date of the deposit of the requisition a right to vote at general meetings of the Nursery

NOTICE OF GENERAL MEETINGS

12 In the case of an Annual General meeting or a meeting convened to pass a special resolution twenty-one days' notice at least (exclusive in every case of the day on which the notice is served or deemed to be served and of the day of the meeting) specifying the place the day and the hour of the meeting and in the case of business not being routine business the general nature of such business shall be given in manner hereinafter mentioned to the Auditors or Independent Examiner if an audit

is not required and to each member with a registered address within the United Kingdom. provided that the accidental omission to give such notice to or the non-receipt of such notice by any person entitled to receive the same shall not invalidate any resolution passed or proceedings had at any such meeting With the consent of all the members entitled to attend and vote or of such proportion of them as is prescribed by the Act in the case of a meeting other than an Annual General Meeting a meeting may be convened upon a shorter notice and in such manner as such members of such proportion thereof may approve

- 13 Routine business shall mean and include only business transacted at an Annual General Meeting of the following type that is to say the consideration of the accounts and balance sheet and the ordinary reports of the Management Committee and Auditors, or Independent Examiner if an audit is not required, the election of members of the Management Committee in place of those retiring the fixing of the remuneration of the Auditors, or Independent Examiner if an audit is not required, and any resolution of which notice shall have been given in the manner provided in Article 14.

PROCEEDINGS AT GENERAL MEETINGS

- 14 Any member entitled to be present and vote at general meetings may submit to any general meeting any resolution which may properly be moved at the general meeting provided that within the prescribed time before the day appointed for the meeting he or she shall have served upon the Nursery a notice in writing containing the proposed resolution and stating the intention to submit the same. The prescribed time above-mentioned shall be such that between the date on which the notice is served or deemed to be served and the date appointed for the meeting there shall be not less than eighteen and in the case of a special resolution twenty-five intervening days
- 15 Upon receipt of any such notice as in the last preceding article mentioned the Secretary shall in any case where the notice of intention is received before the notice of the meeting is issued and it is convenient so to do include it in the notice of the meeting and shall in any other case issue as quickly as possible to the persons entitled to notice of the meeting notice that such resolution will be proposed. The provision of this and the last preceding articles shall only have effect subject to the provisions of Section 378 of the Act.
- 16 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business For all purposes the quorum shall be three members or one third of the membership whichever is greater present in person.
- 17 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present the meeting if convened on the requisition of members shall

be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Management Committee may determine and if at such adjourned meeting a quorum is not present within half an hour from the time appointment for holding the meeting the members present shall be a quorum.

- 18 In the absence of any resolution to the contrary, the Chair, if any, of the Management Committee shall preside as Chair at every general meeting of the Centre or if there is no such Chair or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the Management Committee present shall elect one of their number to be chair or the meeting
- 19 The Chair may with the consent of any meeting at which the quorum is present and shall if so directed by the meeting adjourn any meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given in the same manner as in the case of any original meeting. Save as aforesaid no Member shall be entitled to any notice of an adjourned meeting. No business shall be transacted at an adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place
- 20 At a 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 by

- (a) The Chair, or
- (b) Not less than three members present in person

A demand for a poll may be withdrawn. Unless a poll be so demanded (and that demand not withdrawn) a declaration by the Chair that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution

- 21 (a) Except as provided in (b) below if a poll is duly demanded it shall be taken in such manner as the Chair directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a Chair 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 Chair of the meeting directs and any business other than that upon which a poll has been may be proceeded with pending the taking of the poll

- 22 Every member shall have one vote
- 23 In the case of an equality of votes whether on a show of hands or on a poll the Chair of the meeting at which a show of hands takes place or at which the polls is demanded shall be entitled to a casting vote.
- 24 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 shall be as valid and effective as if the same had been passed at a general meeting of the Nursery duly convened and held.
- 25 If at any general meeting any votes shall be counted which ought not to have been counted or might have been rejected the error shall not vitiate the result of the voting unless it be pointed out at the same meeting and not in that case unless it would if valid have affected the result determined by the vote.

MANAGEMENT COMMITTEE

- 26 The number of members of the Management Committee shall be not less than three and not more than fifteen.
- 27 Subject to Article 33 the first members of the Management Committee shall be appointed by the subscribers and shall hold office until the end of the first Annual General Meeting of the Nursery.
- 28 The members of the Nursery may in general meeting authorise the payments out of money of the Nursery to members of the Management Committee for reasonable travelling hotel and other expenses properly incurred by them in connection with the business of the Nursery.
- 29 The Management Committee shall invite the members of the staff to attend its meetings. Members of staff attending such meetings shall have the right to address the meeting but not to vote.
- 30 The Management Committee shall have the right to request staff members to withdraw from a meeting for every resolution which concerns the terms and conditions of employment of the staff.

APPOINTMENT AND RETIREMENT

- 31 Subject to Article 33 members of the Management Committee shall be elected at each Annual General meeting of the Nursery and shall hold office from the end of the meeting at which they are elected
- 32 Members of the Management Committee shall hold office until the end of the Annual General Meeting next following their election or co-option and shall be eligible for re-election.
33. Subject to Articles 26 and 32 the Management Committee shall have power at any time to co-opt any person other than a member of staff to be a member of the Management Committee and any person co-opted to membership of the Management Committee shall be entitled to exercise the same rights duties and powers as any other member of the Management Committee provided that the number of persons so co-opted shall not exceed one quarter of the members of the Management Committee
- 34 The office of a member of the Management Committee shall be vacated in any of the following events, namely
 - (a) If he resigns his office by writing to the Centre
 - (b) If he becomes liable to be detained or subject to guardianship under Part 1V of the Mental Health Act 1959 (or under any statutory modification or re-enactment thereof or similar Act for the time being in force)
 - (c) If he is removed from office by a resolution duly passed pursuant to Sections 303 and 304 of the Act
 - (d) If he becomes prohibited from holding office by reason of any order made under the Companies Act 1985
 - (e) If a receiving order is made against him or he makes arrangement or composition with his creditors
- 35 The Nursery may be ordinary resolution of which special notice shall have been given remove any member of the Management Committee before the expiration of his period of office
- 36 Subject to Article 26 the Management Committee may elect any person to fill a casual vacancy on the Management Committee.

PROCEEDINGS OF MANAGEMENT COMMITTEE

37. The Management Committee may meet together for the dispatch of business adjourn and otherwise regulate its meetings as it thinks fit and determine the quorum
38. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a casting vote.
39. A member of the Management Committee shall not vote in respect of any contract in which he is interested or any matter arising therefrom and if he does so his vote shall not be counted but he shall be treated as present for the purpose of establishing a quorum
40. The Management Committee may and on the request of the Secretary shall at any time summon a meeting of the Management Committee by not less than fourteen days notice served upon the several members of the Management Committee. Provided that if the Chair and Secretary are of the opinion that an emergency has arisen the period of such notice may be less than fourteen days. It shall not be necessary to give notice of a meeting of the Management Committee to a member thereof who is for the time being absent from the United Kingdom
41. The continuing members of the Management committee may act notwithstanding any vacancy in their body provided that if their number is reduced below three the continuing member or members of the Committee may act for the purpose of increasing the number of members of the Committee to that number or of summoning a General Meeting of the Nursery but for no other purpose.
42. The Management Committee shall elect a Chair Secretary and Treasurer and determine the period for which they are to hold office but if at any meeting the Chair is not present within ten minutes after the time appointed for holding the same the members of the Management Committee present may choose one of their number to be Chair of the meeting
43. A meeting of the Management Committee at which a quorum is present shall be competent to exercise all the authorities' powers and discretions by or under the

regulations of the Nursery for the time being vested in the Management Committee generally.

- 44 The Management Committee may delegate any of its powers to sub-committees consisting of such members of the Nursery as it thinks fit. Any such sub-committee shall in the exercise of the powers so delegated conform to any regulations imposed on it by the Management Committee. The meetings and proceedings of any such sub-committee shall be governed by the provision of these articles for regulating the meetings and proceedings of the Management Committee so far as applicable and so far as the same shall not be super-ceded by any regulations made by the Management Committee as aforesaid.
- 45 All acts bona fide done by any meeting of the Management Committee or of any sub-committee of the Management Committee or by any person acting as a member of the Management Committee shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such member of the Management Committee or sub-committee 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 the Management Committee or sub-committee as the case may.
- 46 The Management Committee shall cause proper minutes to be made of all the appointments of officers made by the Management Committee and of the proceedings of all general meetings of the Nursery and of the Management Committee and of sub-committees of the Management Committee and all business transacted at such meetings and any such minutes purporting to be signed by the Chair of such meeting shall be sufficient evidence without any further proof of the facts therein stated. All such minutes shall be available for inspection by members of the Nursery and copies of all such minutes shall be sent to all members of the Management Committee within a reasonable time.

POWERS OF THE MANAGEMENT COMMITTEE

- 47 The affairs of the Nursery shall be managed by the Management Committee who may pay all expenses of and preliminary and incidental to the promotion formation establishment and registration of the Nursery as they think fit and may exercise all such powers of the Nursery and do on behalf of the Nursery all such acts as may be exercised and done by the Nursery in general meeting. Subject nevertheless to any regulations of the articles to the provisions of the Act and to such resolutions being not inconsistent with the aforesaid regulations or provisions as may be passed by the Centre in general meeting but no resolution passed by the Nursery in general meeting shall invalidate any prior act of the Management Committee which would have been valid if such resolution had not been passed.

- 48 All cheques promissory notes drafts bills of exchange and other negotiable instruments and all receipts for monies paid to the Nursery shall be signed drawn accepted endorsed or otherwise executed as the case may be in such manner as the Management committee shall from time to time by resolution determine provided that all payments greater than one thousand and one pounds (£1001) shall be signed either by not less than two members of the Management Committee or by not less than two signatories (Special Resolution dated 22nd November 2011) with the proviso that details of such expenditure be reported back to the Committee promptly

SECRETARY

- 49 Subject to Sections 10 and 13 of the Act the Secretary shall be appointed by the Management Committee for such time at such remuneration and upon such conditions (consistent with the provisions of Clause 4 of the Memorandum of Association) they may think fit and any Secretary so appointed may be removed by them The provisions of Sections 283 and 284 of the Act shall apply and be observed The Management Committee may from time to time by resolution appoint an assistant or deputy Secretary or no Secretary capable of acting

SEAL

50. The seal of the Nursery shall not be affixed to any instrument except by the authority of a resolution of the Management Committee and in the presence of at least two members of the management Committee or one member of the Management Committee and the Secretary who shall sign every instrument to which the Seal shall be affixed in their presence and in favour of any purchaser or person bona fide dealing with the Nursery such signatures shall be conclusive evidence of the fact that the Seal was properly affixed.

REGISTER

- 51 The Management Committee shall cause a register of members to be kept at the registered office of the Nursery

ACCOUNTS

- 52 The Management Committee shall cause accounting records to be kept in accordance with Sections 221, 222 and 223 of the Act
- 53 The accounting records shall be kept at the office or subject to Section 222 (1) and (2) of the Act at such other places or places as the Management Committee shall think fit and shall always be open to the inspection of the members of the Management Committee

- 54 The Management Committee shall from time to time in accordance with the Act cause to be prepared and to be laid down before the Centre in general meeting such profit and loss accounts balance sheets group accounts (if any) and reports as are referred to in those sections.
- 55 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Nursery in general meeting together with a copy of the Independent Examiners Report (unless an Auditors Report is required by statute) shall not less than twenty one days before the day of the meeting to be sent to every member and every holder of debentures to be sent to any person of whose address the Nursery is not aware or to more than one of the joint holders of any debentures

AUDIT

- 56 Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more suitably qualified Independent Examiner when an Audit is not required by statute and regulation
57. Suitably qualified Independent Examiners shall be appointed and their duties regulated in accordance with the Act and any statutory modification thereof, the members of the Management Committee being treated as the directors mentioned in those Sections unless an Audit is required by statute
58. None of the following persons shall be appointed as Auditor or Independent Examiner when an audit is not required, to the Nursery,
- (a) A member of the Nursery
 - (b) A member of the Management Committee
 - (c) An employee of the Centre
 - (d) An officer of the Centre
 - (e) Any person interested in any contract (other than a contract arising from his appointment and duties as Auditor or Independent Examiner when an audit is not required) with the Nursery; and
 - (f) Any person who is a partner or in the employment of a person in categories (a) to (c) above

NOTICES

- 59 Any notice or document may be served by the Nursery on any member of the Nursery or of the Management Committee either personally or by sending it through the post in a first - class prepaid letter addressed to such person at the registered address (being within the United Kingdom) appearing in the register of members or the register of members of the Management Committee (as the case may be) or to

such other addresses within the United Kingdom as he may supply to the Nursery for the giving of notice to him and any notice so served by post shall be deemed to have been duly served notwithstanding that such person be then dead or bankrupt and whether or not the Nursery have notice of his death or bankruptcy. Provided that notice of any meeting or adjourned meeting at which it is intended to propose any resolution under Article 6(a) shall be served on any member mentioned in such resolution either personally or by sending the same by recorded delivery post to such registered or other address as foresaid.

- 60 Any notice or document served by post shall be deemed to have been served at the expiration of twenty-four hours after the letter containing the same is posted and is proving such service it shall be sufficient to show that the letter containing the document was properly addressed stamped and posted.

INDEMNITY

61. The members of the Management Committee Independent Examiner Secretary and other officers for the time being of the Nursery and the Trustees (if any) for the time being acting in relation to any of the affairs of the Nursery including any trust set up by the Nursery to act as a means of raising or holding funds for the Nursery and each of them and each of their representatives shall be indemnified and secured harmless out of the assets of the Nursery from and against all actions costs charges losses damages and expenses which they or any of them their or any of their representatives shall or may incur or sustain by reason of any act done concurred in or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts and none of them shall be answerable for the acts receipts neglects or defaults of the others or other of them or for joining in any receipts for the sake of conformity or for any bankers or other persons with whom any moneys or effects belonging to the Nursery shall or may be lodged or deposited for safe custody or for the insufficiency or deficiency of any security upon which any moneys of or belonging to the Management Committee shall be placed out or invested or for any other loss misfortune or damage which may happen in the execution of their respective offices or trusts or in relation thereto but the provisions of this Article shall only have effect in so far as they are not avoided by Section 310 of the Act
- 62 The provisions of Clause 7 of the Memorandum of Association relating to winding up or dissolution of the Nursery shall have effect and be observed as the same were repeated in these Articles.