



BOOK AID International

THE COMPANIES ACT, 1948

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM

and

ARTICLES OF ASSOCIATION

of

BOOK AID INTERNATIONAL

Incorporated the Third day of June, 1966

A company limited by guarantee Registration No. 880754 England
Registered office: 39-41 Coldharbour Lane Camberwell London SE5 9NR

Registered Charity No. 313869

This printing reflects changes to the
Memorandum and Articles of Association
of Book Aid International
made on 15 July 2004

Company limited by Guarantee
and not having a Share Capital

MEMORANDUM OF ASSOCIATION

OF

BOOK AID INTERNATIONAL

1. The name of the Company is "Book Aid International".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are to advance education and literacy in developing countries by charitable means:
 - (1) by establishing, providing and carrying on the service of procuring and distributing reading and information material regardless of medium to developing and other countries in need for educational purposes
 - (2) by distributing consignments of such material to public libraries, universities, colleges, schools, hospitals, youth and children's centres and other charitable institutions according to the local needs and priorities
 - (3) by promoting or supporting any training or other activity which is designed to enhance the use of books, reading and other information material in developing countries
4. In furtherance of the objects but not otherwise the Company may exercise the following powers:
 - (1) To take all such steps as may from time to time be reasonably necessary for the purpose of promoting the objects of the Company or procuring contributions by way of donations, subscriptions, devises, bequests or in any other manner to the funds of the Company
 - (2) To establish, subsidise, promote, amalgamate, co-operate or federate with, affiliate or become affiliated to, act as trustee or agent for or manage or lend money or assistance to any association, society, company or other body, whether or not incorporated, whose objects are wholly of a charitable nature, but so that none of the funds of the Company shall be paid to any federated, affiliated or co-operative association, society or other body which does not prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Company by Clause 5 of this Memorandum of Association
 - (3) To found, subsidise, manage, act as trustee in relation to and assist any charitable funds, associations or institutions calculated to promote or assist the Company's objects or any of them
 - (4) To solicit and procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription contribution or fund for the purpose of promoting the Company's objects or any of them, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund

- (5) To undertake, accept, execute and administer, without remuneration, any charitable trusts
- (6) To establish and support or aid in the establishment and support of any charitable association or institution, trust or fund, and to subscribe or guarantee money for any charitable purpose, which the Company shall consider calculated to promote its objects or any of them
- (7) To enter into and carry into effect agreements or arrangements with associations, institutions, companies or individuals which the Company shall reasonably consider necessary for the attainment or furtherance of its objects or any of them
- (8) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property or any estate or interest whatsoever and any rights privileges and easements over or in respect of any property which may be considered necessary or convenient for the purposes of the Company
- (9) To sell, manage, lease, mortgage, exchange, dispose of or otherwise deal with and turn to account all or any part of the property of the Company as may reasonably be considered necessary with a view to the promotion of its objects or any of them
- (10) To borrow and raise money in such manner as may be considered expedient, and to issue debentures, debenture stock and other securities, and for the purpose of securing any debt or other obligation of the Company to mortgage or charge all or any part of the property of the Company
- (11) To invest and deal with any moneys of the Company not immediately required for use in connection with any of its objects in the purchase of, or at interest upon the security of, such stocks, funds, shares, securities, units in a unit trust or other investments or property moveable or immovable or of whatsoever nature, and situated anywhere in the world, and whether involving liability or not, and whether in possession or reversion as the Company may see fit
- (12) To apply for and obtain any legislative, municipal or other Acts or authorisations for the purpose of enabling the Company to carry any of its objects into effect or of effecting any modifications of the Company's constitution provided however that no modification shall be made to the Company's constitution by which its objects would cease to be exclusively charitable or for any other purpose which may be considered expedient and to oppose any proceedings or actions which may be considered calculated directly or indirectly to prejudice the Company's interests
- (13) To procure the registration or incorporation of the Company in or under the laws of any place outside England, and to procure any Act of Parliament, provisional order, enactment, decree or other legislative or executive act of any government, state, colony, province, dominion, sovereign or authority supreme, municipal, local or otherwise for the purpose of enabling the Company to carry any of its objects into effect
- (14) To do all such other lawful things as shall be incidental or conducive to the attainment of the foregoing objects or any of them.

Provided that the Company shall not support with its funds any object or endeavour to impose on or procure to be observed by its members or others any regulation restriction or condition which, if an object of the Company, would make it a trade union

Provided also that in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or of the Secretary of State for Education and Employment 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 Council or other the managers or trustees of the Company shall be chargeable for such 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 have been answerable and accountable as such Council or other managers or trustees if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court of Justice, the Charity Commissioners or the Secretary of State for Education and Employment over such Council or other managers or trustees, but as regards any such property they shall be subject, jointly and separately, to such control or authority as if the Company were not incorporated. In case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as allowed by law having regard to such trusts.

5. (1) The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- (2) A Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- (3) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Director receiving:
- a. a benefit from the Charity in the capacity of a beneficiary of the Charity;
 - b. reasonable and proper remuneration for any goods or services supplied to the Charity.
- (4) No Director may:
- a. buy any goods or services from the Charity;
 - b. sell goods, services, or any interest in land to the Charity;
 - c. be employed by or receive any remuneration from the Charity;
 - d. receive any other financial benefit from the Charity;
- unless:
- i. the payment is permitted by sub-clause (5) of this clause and the Directors follow the procedure and observe the conditions set out in sub-clause (6) of this clause; or
 - ii. the Directors obtain the prior written approval of the Charity Commission and comply fully with any procedures it prescribes.
- (5) a. A Director may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
- b. A Director may be employed by the Charity or enter into a contract for the supply of goods or services to the Charity, other than for acting as a Director.
- c. A Director may receive interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors.
- d. A company of which a Director is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed

on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company.

- e. A Director may receive rent for premises let by the Director to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper.
- (6) a. The Charity and its Directors may rely upon the authority provided by sub-clause 5(5) only if each of the following conditions is satisfied:
- i. The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances.
 - ii. The Director is absent from the part of any meeting at which there is discussion of:
 - his or her employment or remuneration, or any matter concerning the contract; or
 - his or her performance in the employment, or his or her performance of the contract; or
 - any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5(5); or
 - any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5(5).
 - iii. The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
 - iv. The other Directors are satisfied that it is in the interests of the Charity to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of so doing (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest).
 - v. The reason for their decision is recorded by the Directors in the minute book.
 - vi. A majority of the Directors then in office have received no such payments.
- b. The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is:
- i. a partner;
 - ii. an employee;
 - iii. a consultant;
 - iv. a director; or
 - v. a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

(7) In sub-clauses (2)-(6) of this clause 5:

- a. "Charity" shall include any company in which the Charity:

- holds more than 50% of the shares; or
- controls more than 50% of the voting rights attached to the shares; or
- has the right to appoint one or more directors to the Board of the company.

b. "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner.

6. The liability of the Members is limited.

7. Every Ordinary 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 an Ordinary Member or within one year after he ceases to be an Ordinary Member for payment of the debts and liabilities of the Company contracted before he ceased to be an Ordinary Member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

8. If upon the winding up or dissolution of the Company there shall remain, 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 such other Charitable Institution or Institutions having 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 5 hereof, or shall be applied to such charitable object or objects, as may be determined by the Ordinary Members of the Company at or before the time of dissolution or in default thereof by such Judge of the High Court of Justice as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision then shall be applied to some charitable object or objects.

9. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and, of the property, credits and liabilities of the Company, and subject to any reasonable restrictions as to the time and manner of inspecting the same which may be imposed in accordance with the regulations contained in the Company's Articles of Association for the time being in force, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be examined, and the correctness of the balance sheet ascertained, by one or more properly qualified Auditor or Auditors.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Ranfurly
Great Pednor
Chesham Buckinghamshire
Company Director

Hermione Ranfurly
Great Pednor
Chesham Buckinghamshire
Housewife

Dorothy C Bertram
11 Elm Park Road
London SW3
Librarian

Hugh F Hutchinson
The Grange
Milton Ernest, Bedford
Brigadier, Retired

Morris A Barr
12A Sydney Place
London SW7
Administrator

Alison Mills
56 Curzon Street
London W1
Widow

L Proud
57 Arrowsmith House
London SE11
Porter

DATED the 26th day of May 1966

Witness to the signature of the above-named
The Right Honourable Thomas Daniel Knox, Earl of Ranfurly, KCMG

Martin Davis
11 Old Jewry
London EC2
Solicitor's Articled Clerk

Witness to the signature of the above-named
The Right Honourable Hermione, Countess of Ranfurly
Martin Davies (*as above*)

Witness to the signature of the above-named Dorothy Cecil Bertram
Martin Davies (*as above*)

Witness to the signature of the above-named Hugh Fitzgerald Hutchinson
Martin Davies (*as above*)

Witness to the signature of the above-named Morris Alfred Barr
Martin Davies (*as above*)

Witness to the signature of the above-named Alison Mills
Martin Davies (*as above*)

Witness to the signature of the above-named Leonard Earnest Charles Proud
Martin Davies (*as above*)

Company limited by Guarantee
and not having a Share Capital

ARTICLES OF ASSOCIATION
OF
BOOK AID INTERNATIONAL

PRELIMINARY

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

WORDS	MEANINGS
The Company	Book Aid International
The Act	The Companies Act, 1948
These Presents	These Articles of Association as originally framed or as from time to time altered by special resolution
The Office	The registered office of the Company
The Seal	The common seal of the Company
Governor	A duly elected member of the Council of the Company hereby constituted
The Council	The Council of the Company or the Governors present at a duly convened meeting of the Council at which a quorum is present
The Secretary	The Secretary for the time being of the Company
Month	Calendar month
Year	Year from 1st January to 31st December inclusive
In Writing	Written or produced by any substitute for writing, or partly written and partly so produced

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

Words importing the masculine gender shall include the feminine gender.

Words importing persons shall include corporations.

The expression "Secretary" shall include an assistant or deputy Secretary and any person appointed by the Council to perform any of the duties of the Secretary.

Save as aforesaid, any words or expressions defined in the Act, if not inconsistent with the subject or context, shall bear the same meanings in these presents.

Reference herein to any provision of the Act shall be a reference to such provision as modified by any statute for the time being in force.

BUSINESS

2. The Company is established for the purposes expressed in its Memorandum of Association.
3. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Council at such time or times as it may consider expedient and further may be suffered by it to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Council may consider it expedient not to commence or proceed with the same.
4. Subject to the provisions (so far as applicable) of the Act the business of the Company may be commenced so soon after the incorporation of the Company as the Council shall think fit.
5. The Office shall be at such place in England as the Council shall from time to time appoint.

MEMBERS

6. The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in accordance with these presents, and none others, shall be Members of the Company and shall be entered in the Register of Members accordingly.
7. For the purposes of registration of the Company the number of Members of the Company is to be taken to be unlimited.
8. There shall be two classes of Members of the Company, namely:
 - (1) Ordinary Members.
 - (2) Honorary Members.
9. The Ordinary Members shall be the subscribers to the Memorandum of Association and all persons subsequently admitted by the Council to membership as Ordinary Members.
10. No person shall be admitted to membership of the Company as an Ordinary Member unless:
 - (1) he has signed and sent to the Secretary an application for admission framed in such terms as the Council shall from time to time prescribe,
and
 - (2) he has been elected to membership by the Council.
11. The decision of the Council as to whether or not any applicant for admission to membership of the Company shall be admitted shall be final and conclusive, and the Council shall be entitled in its absolute discretion to refuse to admit to membership any applicant without giving any reason for such refusal.

12. The Honorary Members shall be such persons as the Council may from time to time admit to honorary membership of the company with their consent in writing. Every Honorary Member shall continue to be a Member for life or for such shorter period as the Council at or after the time of his admission may determine.
13. Every Member shall use his best endeavours to promote the objects and interests of the Company and shall observe all the Company's regulations affecting him contained in or effective pursuant to these presents.
14. The rights of every Member shall be personal to himself and shall not be transferable, transmissible or chargeable by his own act, by operation of law or otherwise.
15. A Member shall immediately cease to be a Member upon the happening of any one of the events following, namely:
 - (1) If he shall resign membership by writing under his hand left at the Office.
 - (2) If the Member, being an individual, shall die or become lunatic or bankrupt or compound with his creditors or, being a corporation, shall go into liquidation or have a receiver appointed of its undertaking and assets or any part thereof.
 - (3) If he shall fail to perform any obligation binding upon him under these presents for one month after notice in writing requiring him to do so shall have been served upon him by the Company or if in the opinion of the Council his conduct shall be calculated in any respect to be prejudicial to the interests of the Company and he shall fail to remedy such conduct to the satisfaction of the Council for one month after notice in writing requiring him to do so shall have been served upon him by the Company and if also in either of such cases the Council by resolution passed by a majority of not less than three-fourths of the Members of the Council present at a meeting of the Council of which notice specifying the intention to propose the resolution has been given shall resolve that his membership be terminated.
16. A Register shall be kept by the Company containing the names and addresses of all the Members, together with such other particulars as may be required by the Act.
17. Any Member who for any cause whatsoever shall cease to be Member shall remain liable for and shall pay to the Company all moneys which may become payable by him by virtue of his liability under the Memorandum of Association.

GENERAL MEETINGS

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

20. The Council may whenever it may think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such requisitionists as provided by Section 132 of the Act.
21. Twenty one days' notice in writing at the least of every Annual General Meeting and of every Meeting convened to pass a Special Resolution, and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of the Meeting, and in the case of special business the general nature of that business, shall be given in the manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Company; but with the consent of all the Members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of Meetings other than Annual General Meetings, a Meeting may be convened by such notice as those Members may think fit.
22. The accidental omission to give notice of a Meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed or proceeding had, at any Meeting.

PROCEEDINGS AT GENERAL MEETINGS

23. All business shall be deemed special which is transacted at an Extraordinary General Meeting and also all business which is transacted at an Annual General Meeting with the exception of the election or re-election of Governors and the consideration of the Accounts and Balance Sheet and the Reports of the Council and Auditors and the election of the Auditors and the fixing of their remuneration.
24. No business shall be transacted at any General Meeting unless a quorum be present when the Meeting proceeds to business. Three Ordinary Members present in person shall form a quorum.
25. If within half an hour from the time appointed for holding any General Meeting a quorum be not present the Meeting, if convened on the requisition of Members, shall be dissolved. In any other case the Meeting shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned Meeting a quorum be not present within fifteen minutes from the time appointed for holding the Meeting the Ordinary Members present shall form a quorum.
26. The Chairman (if any) of the Council or in his absence the Deputy-Chairman (if any) shall preside as Chairman at every General Meeting of the Company. If there be no such Chairman or Deputy-Chairman, or if at any Meeting neither the Chairman nor the Deputy-Chairman be present within fifteen minutes after the time appointed for holding the Meeting, or if neither of them be willing to act as Chairman, the Members present shall choose some member of the Council, or, if no member of the Council be present or if all the members of the Council present decline to take the Chair, some Member of the Company present to be Chairman.
27. The Chairman with the consent of any Meeting at which a quorum is present may and if so directed by the Meeting shall adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place. When a Meeting is adjourned for thirty days or more notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid, it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned Meeting.

28. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll be demanded by at least three Members present in person or by proxy. Unless a poll be so demanded a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the Minute Book of the Company, if purporting to be signed by such Chairman or by the Chairman of the next succeeding Meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
29. If a poll be duly demanded it shall be taken in such manner as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.
30. In 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.
31. 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 and place as the Chairman shall direct.
32. The demand for a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which the poll has been demanded.

VOTES OF MEMBERS

33. On a show of hands every Ordinary Member present in person shall have one vote, and on a poll every Ordinary Member present in person or by proxy shall have one vote. Honorary Members shall be entitled to attend but not to vote at any Meeting.
34. At any General Meeting a corporation being an Ordinary Member may vote by any proxy or duly authorised representative, who shall be entitled to speak, demand a poll, vote, act as proxy and in all other respects exercise the rights of an Ordinary Member and shall be reckoned as an Ordinary Member for all purposes.
35. No objection shall be raised to the qualification of any voter except at the Meeting or adjourned Meeting at which the vote objected to is given or tendered, and every vote not disallowed at such Meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the Meeting, whose decision shall be final and conclusive.
36. On a poll votes may be given either personally or by proxy.
37. 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 be a corporation, either under its Common Seal or under the hand of an officer or attorney so authorised.
38. 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 such power or authority, shall be deposited at the Office not less than forty-eight hours before the time appointed for holding the Meeting or

adjourned Meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of a period of three months from the date named in it as the date of its execution.

39. An instrument appointing a proxy may be in the following form or in any other form which the Council may approve:

BOOK AID INTERNATIONAL
I,
of
being an Ordinary Member of the above-named Company, hereby appoint
of
as my proxy to vote for me and on my behalf at the Annual [<i>or</i> Extraordinary, <i>as the case may be</i>] General Meeting of the Company to be held on the day of , 20... , and at any adjournment thereof.
As Witness my hand this day of , 20...

40. 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 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.

THE COUNCIL

41. Unless and until otherwise determined by the Company in General Meeting, the Governors shall be not less than five and not more than twenty five in number.
42. The first Governors shall be appointed in writing by a majority of the subscribers to the Memorandum of Association.
43. Subject and without prejudice to Article 42, the power to appoint and (in the manner mentioned in Article 48(5)) remove Governors shall be vested in the Council, but so that the total number of Governors shall not at any time exceed the maximum number fixed by or in accordance with these presents.
44. Every Governor, being an individual, who has been appointed by the Council and whose appointment has been ratified by election at the Annual General Meeting next following his appointment shall hold office until the third next Annual General Meeting after that at which ratification takes place, whereupon he shall be eligible to be re-elected to office until the third next Annual General Meeting, and so on without limit to the number of times he may be re-elected. Once appointed or elected or re-elected, he shall hold office for the duration of the appointment or election or re-election or until he shall die or shall cease to hold office by virtue of Article 48.

45. Every Governor shall have the power to nominate (1) any other Governor or (2) any other person approved for that purpose by the Council to act as alternate Governor in his place during his absence and at his discretion to remove any such alternate Governor, and on such appointment being made the alternate Governor (except as regards the power to appoint an alternate) shall be subject in all respects to the terms and conditions existing with reference to the other Governors, and every alternate Governor, while so acting, shall exercise and discharge all the functions, powers and duties of the member whom he represents. Any Governor acting as an alternate shall have an additional vote for every Governor for whom he acts as alternate. An alternate Governor shall ipso facto cease to hold that position if for any reason his appointor ceases to be a Governor.
46. An instrument appointing an alternate Governor shall be left at the Office and, as nearly as circumstances will admit shall be in the form or to the effect following:

<p>BOOK AID INTERNATIONAL</p> <p>I, _____, a Governor of the above-named Company, pursuant to the power in that behalf contained in Article 45 of the Articles of Association of the Company, do hereby nominate and appoint</p> <p>of _____</p> <p>to act as alternate Governor in my place during my absence and to exercise and discharge all my duties as a Governor.</p> <p>Dated this _____ day of _____, 20...</p>
--

47. (1) The Council may authorise the payment by the Company to any Governor of any reasonable and proper out-of-pocket expenses incurred by him or her in the performance of their duties or otherwise in connection with the affairs of the Company.
- (2) The Governors shall not be paid any remuneration except as authorised by Clause 5 of the Memorandum of Association and the provisions of the said clause shall have effect as if they were repeated in these presents.
- (3) A Governor must absent himself or herself from any discussions of the Governors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

DISQUALIFICATION OF GOVERNORS

48. The office of a Governor shall be vacated in any one of the events following namely:
- (1) If he shall resign his office by writing under his hand left at the Office.
- (2) If he shall become lunatic or of unsound mind or bankrupt or compound with his creditors.
- (3) If he shall hold any place of profit under the Company, except as provided for in Article 47(2).
- (4) If he shall become prohibited from being a Governor by reason of any order made under the Act.
- (5) If he shall be removed from office by resolution passed by the affirmative vote of not less than three-fourths of the Governors present at the Meeting of the Council at which the resolution was proposed.

PROCEEDINGS OF THE COUNCIL

49. The Council may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it shall think fit. Unless and until otherwise determined by the Council questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. The Chairman of the Council may and the Secretary on the requisition of not less than two Governors shall at any time summon a meeting of the Council.
50. Seven days' notice at the least (inclusive of the day on which the notice is served or deemed to be served but exclusive of the day for which the notice is given) specifying the place, the day and the hour of meeting and enclosing the agenda of the business to be discussed at the meeting shall be given of every meeting of the Council unless in the opinion of the Chairman or failing him the Vice-Chairman it shall be expedient to call a meeting on short notice for the discussion of urgent business, in which case the meeting may be called on three days' notice if the notice is sent through the post or on twenty-four hours' notice if the notice is given by telephone or telegraph. It shall not be necessary to give notice of a Meeting of the Council to any Governor for the time being absent from the United Kingdom.
51. The Council shall appoint from among its members a Chairman and up to two Vice-Chairmen, and in the event of any vacancy in any of these offices the Council shall as soon as practicable fill the vacancy. The Council may also appoint a President, Vice Presidents, and an Honorary Treasurer.
52. The quorum necessary for the transaction of the business of the Council may be fixed by the Council and unless and until so fixed shall be two.
53. No business not mentioned in the agenda mentioned in Article 50 shall be transacted at any meeting of the Council unless in the opinion of the Chairman of the meeting supported by a majority of the other Governors present at the meeting such business arises directly out of an item included in the agenda or out of the minutes of the last preceding meeting or is a matter of urgency.
54. If at any meeting of the Council neither the Chairman nor the Vice-Chairman be present within fifteen minutes after the time appointed for holding the meeting the Governors present shall choose one of their number to be Chairman of the meeting.
55. A resolution in writing signed by all the Governors for the time being in the United Kingdom shall be as effective as if it had been passed at a meeting of the Council duly convened and held.
56. The Council may delegate any of its powers (other than the power to admit or expel Members of the Company) to Committees, as it may think fit. In the exercise of the powers so delegated any Committee so formed shall conform to any regulations which may be imposed on it by the Council.
57. A Committee may elect a Chairman of its meetings; if no such Chairman be elected, or if at any meeting the Chairman be not present within fifteen minutes after the time appointed for holding the same, the members of the Committee present shall choose one of their number to be Chairman of the meeting.

58. A Committee may meet and adjourn as it shall think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, but in case of an equality of votes the Chairman shall not have a second or casting vote and the resolution shall be considered as lost. A Committee shall have power to fix its own quorum, but except to such extent the meetings and proceedings of a Committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Council so far as the same are applicable thereto and are not superseded by any regulations imposed by the Council under or by the provisions of the preceding Articles.
59. All acts *bona fide* done at any Council or Committee meeting or by any person acting as a Governor, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Governor or person acting as aforesaid or that he or any of them was ineligible or had vacated office, shall be as valid as if every such person had been duly appointed and was eligible and had continued to be a Governor.

POWERS AND DUTIES OF THE COUNCIL

60. The business and affairs of the Company shall be managed by the Council, which may pay all expenses incurred in promoting and registering the Company and (subject as hereinafter provided) may exercise all such powers of the Company as are not by the Act or by these presents required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Act and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Council which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Council by any other Article.
61. The Council may exercise all the powers of the Company to borrow or raise money, and to mortgage or charge its undertaking and property, and to issue debentures and other securities, and any such debentures and other securities may be issued at par or at a premium or at a discount.
62. All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Council shall from time to time by resolution determine.

SECRETARY

63. The Secretary shall be appointed by the Council for such time, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Council. The provisions of Sections 177 to 179 of the Act shall apply and be observed. The Council may from time to time appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

MINUTES

64. The Council shall cause minutes to be made in books provided for the purpose:-
- (1) of all appointments of officers made by the Council, and
 - (2) of the names of the Governors present at every meeting of the Council and of any Committee of the Council, and
 - (3) of all resolutions and proceedings at all meetings of the Company of the Council and of all Committees of the Council.

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

THE SEAL

65. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Council and shall be so affixed in the presence of at least one Governor and of the Secretary or such other person as the Council may from time to time appoint for the purpose, and such Governor and Secretary or other person aforesaid shall sign every instrument to which the Seal is so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed.

ACCOUNTS

66. The Council shall cause true accounts to be kept with respect to:
- (1) all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place;
 - (2) all sales and purchases of goods by the Company; and
 - (3) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Company and to explain its transactions.

67. The books of account shall be kept at the Office, or, subject to Section 147(3) of the Act, at such other place or places as the Council may think fit, and shall always be open to the inspection of the Governors.
68. Subject and without prejudice to the provisions of Article 67 as regards Governors, the Company in General Meeting may at any time or from time to time make reasonable conditions and regulations as to the time and manner of inspection by Members of the accounts of the Company, and subject to any such conditions and regulations such accounts shall be open to the inspection of Members at all reasonable times during business hours.
69. At the Annual General Meeting in every year the Council shall lay before the Company a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Company) and a balance sheet containing all such particulars with regard to the capital, the assets and the liabilities of the Company as are required by the Act.

70. Every such balance sheet as aforesaid shall be signed on behalf of the Council by two Governors and shall be accompanied by a report of the Council as to the state of the Company's affairs, and it shall also have attached to it the Auditors' report.
71. A copy of every income and expenditure account, balance sheet and report and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty one clear days before the date of the Annual General Meeting, subject nevertheless to the provisions of Sections 158(1)c of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall also be open to inspection and be read before the Meeting as required by Section 162 of the Act.

AUDIT

72. Auditors shall be appointed and their duties regulated in accordance with Sections 159 to 162 of the Act, the Governors being treated as the Directors mentioned in those Sections.

NOTICES

73. Any notice or other document may be served by the Company on any Member either personally or by sending the same through the post in a prepaid envelope addressed to such Member at his registered address as appearing in the Register of Members.
74. Any notice or other document, if served by post, shall be deemed to have been served on the day following that on which the envelope containing the same is put into the post, and in proving such service it shall be sufficient to prove that such envelope was properly addressed, stamped and posted.
75. Any notice or other document which pursuant to these presents is required to be served by any Member on the Company or on the Secretary or any other officer of the Company may be served by leaving the same at the Office or by sending the same through the post in a prepaid envelope addressed to the Company or to the Secretary or other officer of the Company, as the case may be, at the Office.

WINDING UP

76. If the Company shall be wound up the provisions contained in Clause 8 of the Memorandum of Association shall be performed and have effect in all respects as if the same were repeated in these presents.

INDEMNITY

77. Every Governor, officer and Auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him as such Governor, officer or Auditor in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Act in which relief is granted to him by the Court.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Ranfurly
Great Pednor
Chesham
Buckinghamshire
Company Director

Hermione Ranfurly
Great Pednor
Chesham
Buckinghamshire
Housewife

Dorothy C Bertram
11 Elm Park Road
London SW3
Librarian

Hugh F Hutchinson
The Grange
Milton Ernest
Bedford
Brigadier Retired

Morris A Barr
12A Sydney Place
London SW7
Administrator

Alison Mills
56 Curzon Street
London W1
Widow

L Proud
57 Arrowsmith House
London SE11
Porter

DATED *the 26th day of May 1966*

