



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 7447221

The Registrar of Companies for England and Wales, hereby certifies that

THE ENGLISH HERITAGE FOUNDATION

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England/Wales

Given at Companies House on **22nd November 2010**



N07447221E



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

IN01

Application to register a company



22 NOV 2010

A fee is payable with this form
Please see 'How to pay' on the last page

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C

157723/50

☒ **What this form is for**
You may use this form to register a
private or public company

☒ **What this form is NOT for**
You cannot use this form to register
a limited liability partnership. To
this, please use form LL IN01

MONDAY



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LD1

22/11/2010

40

COMPANIES HOUSE

Part 1 Company details

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

A1 Company details

Please show the proposed company name below

Proposed company
name in full *

THE ENGLISH HERITAGE FOUNDATION

For official use

7 4 4 7 2 2 1

1 Duplicate names
Duplicate names are not permitted. A
list of registered names can be found
on our website. There are various rules
that may affect your choice of name.
More information is available at
www.companieshouse.gov.uk

A2 Company name restrictions *

Please tick the box only if the proposed company name contains sensitive
or restricted words or expressions that require you to seek comments of a
government department or other specified body

☒ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response

2 Company name restrictions
A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website
www.companieshouse.gov.uk

A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' *

Please tick the box if you wish to apply for exemption from the requirement to
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

☒ I confirm that the above proposed company meets the conditions for
exemption from the requirement to have a name ending with 'Limited',
'Cyfyngedig' or permitted alternative

3 Name ending exemption
Only private companies that are
limited by guarantee and meet other
specific requirements are eligible to
apply for this
For more details, please go to our
website
www.companieshouse.gov.uk

A4 Company type *

Please tick the box that describes the proposed company type and members'
liability (only one box must be ticked)

- ☐ Public limited by shares
☐ Private limited by shares
☒ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

4 Company type
If you are unsure of your company's
type, please go to our website
www.companieshouse.gov.uk

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Application to register a company

A5

Situation of registered office ①

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

① Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales.

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

Registered office address ②

Please give the registered office address of your company.

Building name/number 1 Waterhouse Square

Street 138/142 Holborn

Post town London

County/Region London

Postcode E C 1 N 2 S T

② Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

Articles of association ③

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only one box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 3

☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

③ For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8

Restricted company articles ④

Please tick the box below if the company's articles are restricted

☐

④ Restricted company articles

Restricted company articles are those containing provision for entrenchment For more details, please go to our website www.companieshouse.gov.uk

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Application to register a company

Part 2**Proposed officers**

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1. For a corporate secretary, go to Section C1. For a director who is an individual, go to Section D1. For a corporate director, go to Section E1.

Secretary**B1****Secretary appointments**

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C5.

Title*	X DR
Full forename(s)	X SIMON JOHN
Surname	X THURLEY
Former name(s) ②	

① Corporate appointments

For corporate secretary appointments, please complete section C1-C5 instead of section B.

Additional appointments
If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

B2**Secretary's service address**

Building name/number	The Company Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

① Service address

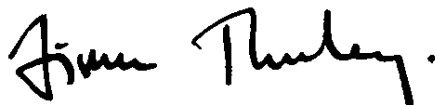
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

B3**Signature**

I consent to act as secretary of the proposed company named in Section A1.

Signature	Signature X  X
-----------	--

① Signature

The person named above consents to act as secretary of the proposed company.

IN01

Application to register a company

Corporate secretary**C1****Corporate secretary appointments ①**

Please use this section to list all the corporate secretary appointments taken on formation

Name of corporate body/firm

Building name/number

Street

Post town

County/Region

Postcode

Country

① Additional appointments

If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page

Registered or principal address

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.

C2**Location of the registry of the corporate body or firm**

Is the corporate secretary registered within the European Economic Area (EEA)?

- Yes Complete **Section C3 only**
 → No Complete **Section C4 only**

C3**EEA companies ②**

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/firm is registered ②

Registration number

② EEAA full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

C4**Non-EEA companies**

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ④

Registration number

④ Non-EEA

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

C5**Signature ⑤**

I consent to act as secretary of the proposed company named in Section A1.

Signature

Signature

X

X

⑤ Signature

The person named above consents to act as corporate secretary of the proposed company

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Application to register a company

Director**D1****Director appointments ①**

Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5

Title*	
Full forename(s)	Philip Jonathan Clifford
Surname	Mould
Former name(s) ②	
Country/State of residence ③	UK
Nationality	British
Date of birth	4 ^d 3 ^m 11 ^y 11 ^y 6 ^y 0
Business occupation (if any) ④	Art dealer

① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence

This is in respect of your usual residential address as stated in section D4.

④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2**Director's service address ⑤**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

⑤ Service address

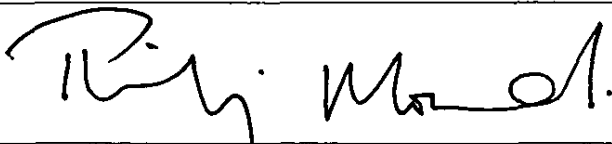
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3**Signature ⑥**

I consent to act as director of the proposed company named in Section A1.

Signature	Signature X  X
-----------	---

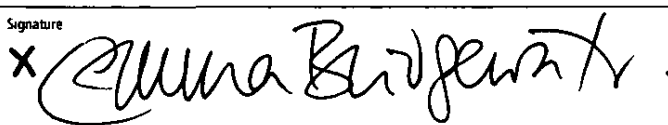
⑥ Signature

The person named above consents to act as director of the proposed company.

IN01

Application to register a company

Director

D1	Director appointments ①		<p>① Appointments Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.</p> <p>② Former name(s) Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.</p> <p>③ Country/State of residence This is in respect of your usual residential address as stated in section D4.</p> <p>④ Business occupation If you have a business occupation, please enter here. If you do not, please leave blank.</p> <p>Additional appointments If you wish to appoint more than one director, please use the 'Director appointments' continuation page.</p>
Please use this section to list all the director appointments taken on formation. For a corporate director, complete Sections E1-E5.			
Title*	MRS		
Full forename(s)	EMMA MARY		
Surname	RICE		
Former name(s) ②	BRIDGEWATER		
Country/State of residence ③	U.K.		
Nationality	BRITISH		
Date of birth	d 2 d 3 m 1 m 2 y 1 y 9 y 6 y 0		
Business occupation (if any) ④	DIRECTOR		
D2	Director's service address ⑤		<p>⑤ Service address This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.</p> <p>If you provide your residential address here it will appear on the public record.</p>
Please complete the service address below. You must also fill in the director's usual residential address in Section D4.			
Building name/number	The Company's Registered Office		
Street			
Post town			
County/Region			
Postcode			
Country			
D3	Signature ⑥		<p>⑥ Signature The person named above consents to act as director of the proposed company.</p>
I consent to act as director of the proposed company named in Section A1.			
Signature	Signature x  x		

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Application to register a company

Director**D1****Director appointments ①**

Please use this section to list all the director appointments taken on formation
For a corporate director, complete Sections E1-E5

Title*	PROFESSOR SIR
Full forename(s)	BARRINGTON WINDSOR
Surname	CUNLIFFE
Former name(s) ②	
Country/State of residence ③	UK
Nationality	BRITISH
Date of birth	1 0 1 2 1 9 3 9
Business occupation (if any) ④	RETIRED

① Appointments

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence

This is in respect of your usual residential address as stated in Section D4.

④ Business occupation

If you have a business occupation, please enter here. If you do not, please leave blank.

Additional appointments

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

D2**Director's service address ⑤**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	The Company's Registered Office
Street	
Post town	
County/Region	
Postcode	
Country	

⑤ Service address

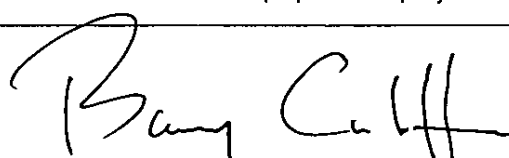
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3**Signature ⑥**

I consent to act as director of the proposed company named in Section A1.

Signature	Signature X  X
-----------	--

⑥ Signature

The person named above consents to act as director of the proposed company.

IN01

Application to register a company

Corporate director

E1

Corporate director appointments ^①

Please use this section to list all the corporate directors taken on formation

① Additional appointments

If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page.

Registered or principal address

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

Name of corporate body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

E2

Location of the registry of the corporate body or firm

Is the corporate director registered within the European Economic Area (EEA)?

→ Yes Complete **Section E3 only**

→ No Complete **Section E4 only**

E3

EEA companies ^②

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/firm is registered ^③

Registration number

② EEA

A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

E4

Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ^④

If applicable, the registration number

④ Non-EEA

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

E5

Signature ^⑤

I consent to act as director of the proposed company named in **Section A1**

Signature

Signature

X

X

⑤ Signature

The person named above consents to act as corporate director of the proposed company

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Application to register a company

Part 3 Statement of capital

Does your company have share capital?

→ Yes Complete the sections below

→ No Go to Part 4 (Statement of guarantee)

F1 Share capital in pound sterling (£)

Please complete the table below to show each class of shares held in pound sterling

If all your issued capital is in sterling, only complete Section F1 and then go to Section F4

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
				£
				£
				£
				£
Totals				£

F2 Share capital in other currencies

Please complete the table below to show any class of shares held in other currencies

Please complete a separate table for each currency

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals				

F3 Totals

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares

Total aggregate
nominal value ④

④ Total aggregate nominal value
Please list total aggregate values in
different currencies separately For
example £100 + €100 + \$10 etc

① Including both the nominal value and any
share premium

② Number of shares issued multiplied by
nominal value of each share

③ Total number of issued shares in this class

Continuation Pages

Please use a Statement of Capital continuation
page if necessary

IN01

Application to register a company

F4

Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Sections F1 and F2**

Class of share

Prescribed particulars

1

1 Prescribed particulars of rights attached to shares

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Application to register a company

Class of share		
Prescribed particulars ①		<p>① Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p> <p>Continuation pages</p> <p>Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

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Application to register a company

F5

Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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Application to register a company

Part 4

Statement of guarantee

Is your company limited by guarantee?

→ Yes Complete the sections below

→ No Go to Part 5 (Statement of compliance)

G1

Subscribers

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

1 Name

Please use capital letters.

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

Subscriber's details

Forename(s) 1	Emma
Surname 1	Rice
Address 2	The Company's Registered Office
Postcode	E C 1 N 2 S T
Amount guaranteed 3	£1

Subscriber's details

Forename(s) 1	Barry
Surname 1	Cunliffe
Address 2	The Company's Registered Office
Postcode	E C 1 N 2 S T
Amount guaranteed 3	£1

Subscriber's details

Forename(s) 1	Philip
Surname 1	Mould
Address 2	The Company's Registered Office
Postcode	E C 1 N 2 S T
Amount guaranteed 3	£1

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Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

Subscriber's details	
Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

❶ Name

Please use capital letters.

❷ Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

❸ Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

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Application to register a company

Part 5

Statement of compliance

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

→ No Go to **Section H1** (Statement of compliance delivered by the subscribers)

→ Yes Go to **Section H2** (Statement of compliance delivered by an agent)

H1

Statement of compliance delivered by the subscribers ①

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

① **Statement of compliance delivered by the subscribers**
Every subscriber to the memorandum of association must sign the statement of compliance

Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X

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Application to register a company

Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

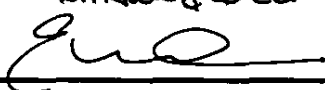
H2

Statement of compliance delivered by an agent

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's name	Farrer & Co LLP
Building name/number	66
Street	Lincoln's Inn Fields
Post town	London
County/Region	London
Postcode	W C 2 A 3 L H
Country	UK

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

Agent's signature	Signature X EWA HOENDER, FOR AND ON BEHALF OF FARRER & CO LLP 	X
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IN01

Application to register a company



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name JAS/EXH

Company name Farrer & Co LLP

Address 66 Lincoln's Inn Fields

Post town London

County/Region London

Postcode W C 2 A 3 L H

Country UK

DX 32 Chancery Lane

Telephone 020 3375 7001



Certificate

We will send your certificate to the presenter's address (shown above) or if indicated to another address shown below:

- ☐ At the registered office address (Given in Section A6)
- ☐ At the agent's address (Given in Section H2)



Checklist

We may return forms completed incorrectly or with information missing:

Please make sure you have remembered the following:

- ☐ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website.
- ☐ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent.
- ☐ You have used the correct appointment sections.
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- ☐ The document has been signed, where indicated.
- ☐ All relevant attachments have been included.
- ☐ You have enclosed the Memorandum of Association.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.



How to pay

A fee of £20 is payable to Companies House to register a company.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Section 243 exemption

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below:
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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Company No []
Charity No []

THE COMPANIES ACTS 1985 1989 AND 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

THE ENGLISH HERITAGE FOUNDATION

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1. INTERPRETATION

1.1 In these Articles

"these Articles"	means these articles of association;
"Authenticated Document"	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and where the Charity has no reason to doubt the truth of that statement),
"Chairman"	means the chairman of the Trustees,
"the Charity"	means the company governed by these Articles,
"the Charities Acts"	means the Charities Acts 1992 1993 and 2006,
"Charity Trustee"	has the meaning prescribed by section 97(1) of the Charities Act 1993,
"Clear Days"	means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"the Commission"	means the Charity Commission for England and Wales;
"the Companies Acts"	means the Companies Acts 1985 1989 and 2006,
"English Heritage"	means The Historic Buildings and Monuments Commission for England of 1 Waterhouse Square,

138 – 142 Holborn, London EC1N 2ST;

"English Heritage Collections"	means works of art, furniture, artefacts and other items of historic interest managed and conserved by English Heritage for exhibition and display to the public,
"English Heritage Trustee"	means a Trustee who is (a) an employee or member of the Board of Commissioners of English Heritage, its advisory committees or panels, or (b) a Person Connected to such employee or member,
"Financial Expert"	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000,
"Heritage Asset"	means a building, monument, site, place, area or landscape designated as a World Heritage Site, Scheduled Monument, Listed Building, Protected Wreck, Registered Park and Garden, Registered Battlefield or Conservation Area and any other heritage asset which English Heritage considers to be of archaeological, architectural, artistic or historic interest;
"Independent Trustee"	means a Trustee who is not an English Heritage Trustee,
"Material Benefit"	means a benefit which may or may not be financial but which has a monetary value,
"Member" and "Membership"	refer to membership of the Charity,
"Memorandum"	means the Charity's Memorandum of Association,
"Month"	means calendar month,
"Objects"	means the Objects of the Charity as set out in Article 4,
"Person Connected to" X, where X is a Trustee, or an employee or member of the Board of Commissioners of English Heritage, its advisory committees or panels	means (a) a child, parent, grandchild, grandparent, brother or sister of X, (b) the spouse or civil partner of X or anyone falling within paragraph (a), (c) a person carrying on business in partnership with X or with any person falling within paragraph (a) or (b), (d) an institution which is controlled by X or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together), (e) a body corporate in

	which X or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest),
"Personal Interest"	does not include (a) an interest held only in a fiduciary capacity (e g as a trustee of another charity) or (b) an interest in purchasing trustee indemnity insurance
"Properly Incurred"	means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity,
"Relevant Liability"	means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability <ul style="list-style-type: none"> (a) to pay a criminal fine, (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising); (c) for defending criminal proceedings in which he is convicted, (d) for defending civil proceedings in which judgment is given against him, (e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief, and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity,
"Secretary"	means the Secretary of the Charity;
"Taxable Trading"	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax,
"Trustee"	means a director of the Charity and "Trustees" means all of the directors;
"Written" or "in Writing"	refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail,
"Written Resolution"	means a resolution passed, or to be passed, pursuant to Article 13;

"year" means calendar year

- 1.2 Any capitalised terms that are not specifically defined in these Articles shall, unless the context requires otherwise, have the meaning given to them by the relevant Act of Parliament or subordinate legislation. In particular, unless the context requires otherwise, expressions defined in the Charities Acts and the Companies Acts have the same meaning in these Articles
- 1.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it
- 1.4 References to any gender shall include all other genders

2. NAME

- 2.1 The name of the Charity is The English Heritage Foundation
- 2.2 The Charity may change its name by a unanimous vote of the Trustees appointed by English Heritage pursuant to Article 14.4.1.

3. REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales

4. OBJECTS

- 4.1 The objects of the Charity are, for the benefit of the public, to
- (a) secure the preservation of Heritage Assets managed by English Heritage for the time being,
 - (b) advance the public's knowledge and enjoyment of Heritage Assets managed by English Heritage for the time being and their preservation,
 - (c) provide educational facilities and services, instruction and information to the public in relation to Heritage Assets managed by English Heritage for the time being, and
 - (d) secure the preservation and enhancement of the English Heritage Collections
- 4.2 This Article 4 may be amended only with the prior Written consent of English Heritage or by unanimous resolution of all the Members of the Charity

5. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects.

- 5.1 to raise funds (but not by means of Taxable Trading),

- 5 2 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 5 3 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences, broadcasts or courses of instruction;
- 5 4 to publish or distribute information,
- 5 5 to co-operate with other bodies,
- 5 6 to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits,
- 5.7 to undertake and execute any trusts that may lawfully be undertaken by the Charity and may be conducive to its Objects, including acting as trustee under wills and settlements and as executor or administrator of the estate of any deceased person,
- 5.8 to appoint an individual as a nominee of the Charity to apply for a grant of probate or a grant of letters of administration in any case in which the Charity is empowered to apply for such a grant,
- 5.9 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Acts),
- 5 10 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property,
- 5 11 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Acts),
- 5 12 to transfer property of any kind to English Heritage,
- 5.13 to pay any rent and other outgoings and expenses and execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property,
- 5 14 to purchase, lease or hire, and operate and maintain any equipment necessary or convenient for the administration of the Charity,
- 5.15 to make grants or loans of money and to give guarantees upon such conditions as the Trustees see fit,
- 5 16 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts,
- 5.17 to deposit or invest funds in any manner (but to invest only after obtaining advice from a Financial Expert, unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification),
- 5 18 to delegate the management of investments to a Financial Expert, but only on terms

that

- 5.18 1 require the Financial Expert to comply with any investment policy (and any revision of that policy) set down in Writing for the Financial Expert by the Trustees,
- 5.18 2 require the Financial Expert to report every transaction to the Trustees promptly;
- 5 18 3 require the Financial Expert to review the performance of the investments with the Trustees regularly;
- 5 18 4 entitle the Trustees to cancel the delegation arrangement at any time,
- 5 18.5 require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a year,
- 5 18.6 require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt,
- 5 18 7 prohibit the Financial Expert from doing anything outside the powers of the Trustees,
- 5.19 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required;
- 5 20 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 5 21 to purchase insurance designed to indemnify the Trustees against any personal liability in respect of any negligence, default, breach of trust or breach of duty committed by them in their capacity as Trustees provided that the terms of such insurance exclude the provision of indemnity for liability incurred:
 - 5 21 1 to pay a fine imposed in criminal proceedings,
 - 5 21 2 to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising),
 - 5 21 3 by him in defending criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him, or
 - 5.21 4 by him, to the Charity, that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Charity or in the case of which he did not care whether it was in the interests of the Charity or not;
- 5 22 subject to Article 6, to employ paid or unpaid agents, staff or advisers;
- 5 23 to provide and contribute to superannuation or pension funds for the officers,

employees and workers of the Charity or any of them or otherwise to make provision for such officers employees and workers, their widows and children,

- 5 24 to enter into contracts to provide services to or on behalf of other bodies,
- 5 25 to establish or acquire subsidiary companies to assist or act as agents for the Charity,
- 5.26 to pay the reasonable and proper costs of forming and administering the Charity, and
- 5 27 to do anything else within the law which promotes or helps to promote the Objects.

6. BENEFITS TO MEMBERS AND TRUSTEES

- 6 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity but
 - 6 1 1 Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity, and
 - 6 1 2 Members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity.
- 6 2 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except
 - 6 2 1 as mentioned in Articles 5.21, 6.1 1, 6 1 2 or 6 3;
 - 6 2 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity,
 - 6.2 3 an indemnity in respect of any liabilities Properly Incurred in running the Charity or otherwise against any Relevant Liability;
 - 6 2 4 without prejudice to Article 6 3, payment to any company in which a Trustee has no more than a 1% shareholding,
 - 6.2 5 in exceptional cases, other payments or benefits (but only with the Written approval of the Commission in advance)
- 6 3 Any Trustee (or any Person Connected to a Trustee whose remuneration might result in a Trustee obtaining a Material Benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:
 - 6 3.1 the goods or services are actually required by the Charity,
 - 6 3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 15 9,
 - 6.3 3 in any financial year, no more than one half of the Trustees are subject to such a contract (or have a Person Connected to them who is subject to such a contract)

7. LIMITED LIABILITY

The liability of Members is limited

8. GUARANTEE

Every Member promises, if the Charity is dissolved while he, she or it remains a Member or within 12 Months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a Member

9. MEMBERSHIP

9 1 The Charity must maintain a register of Members in accordance with the Companies Acts

9 2 Membership of the Charity shall be determined as follows:

9 2 1 no one other than a Trustee shall be admitted to Membership,

9 2 2 every Trustee shall, on appointment as such, either sign a Written consent to become a Member or sign the register of Members and shall thereby become a Member

9 3 Membership is terminated if the Member concerned.

9 3 1 gives Written notice of resignation to the Charity,

9 3 2 dies,

9 3 3 is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity (but only after notifying the Member in Writing and considering the matter in the light of any Written representations which the Member concerned puts forward within 14 Clear Days after receiving the notice); or

9.3 4 ceases to be a Trustee of the Charity

9 4 Membership of the Charity is not transferable

10. GENERAL MEETINGS

10 1 Members are entitled to attend general meetings personally or by proxy General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed

10 2 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least three (or 50% of the Members if greater)

10.3 The Chairman or (if the Chairman is unable or unwilling to do so) a Member elected by those present presides at a general meeting

- 10 4 A general meeting may be called at any time by the Trustees
- 10 5 A general meeting may be called on a Written request to the Trustees from at least 10% of the Members or, if more than twelve Months have passed since the Charity last held a general meeting, from 5% of the Members
- 10 6 On receipt of a Written request made pursuant to Article 10 5, the Trustees must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting.

11. APPOINTMENT OF PROXIES

- 11 1 Proxies may only be validly appointed by a notice in Writing which
 - 11 1 1 states the name and address of the Member appointing the proxy;
 - 11 1 2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 11 1.3 is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine,
 - 11 1.4 is delivered to the Charity in accordance with Article 18 3,
 - 11 1 5 is received by the Charity at least 24 hours before the meeting to which it relates.
- 11.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes
- 11 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 11 4 Unless a proxy notice indicates otherwise, it should be treated as
 - 11 4 1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting,
 - 11 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 11 5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 18 3, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates

12. VOTING AT GENERAL MEETINGS

- 12 1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 12 2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast

- 12.3 Subject to Article 12.4, every Member present in person or by proxy has one vote on each issue.
- 12.4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands
- 12.5 A poll on a resolution may be demanded
- 12.5.1 in advance of the general meeting where it is to be put to the vote, or
- 12.5.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 12.6 A poll may be demanded by.
- 12.6.1 the chairman of the meeting;
- 12.6.2 any Trustee;
- 12.6.3 two or more persons having the right to vote on the resolution, or
- 12.6.4 a person representing at least 10% of the total voting rights of all the Members present at the meeting and having the right to vote on the resolution
- 12.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal
- 12.8 Polls must be taken immediately and in such manner as the chairman of the meeting directs

13. WRITTEN RESOLUTIONS

- 13.1 Subject to Article 13.8, any resolution that may be passed validly at a general meeting of the Charity may be passed as a Written Resolution
- 13.2 A Written Resolution may be proposed by the Trustees or by 5% or more of the Members (on Written request to the Trustees)
- 13.3 If the Members exercise their right to propose a Written Resolution
- 13.3.1 they may also require the Charity to circulate with it an accompanying statement of up to 1,000 words on the subject matter of the resolution; and
- 13.3.2 such Members shall meet the costs of circulating the Written Resolution (and, where relevant, any accompanying statement), unless the Charity resolves otherwise.
- 13.4 The Trustees must circulate any proposed Written Resolution to all Members, together with
- 13.4.1 any accompanying statement;
- 13.4.2 guidance on how to signify agreement to the resolution, and

13 4 3 the date by which the resolution must be passed if it is not to lapse.

13 5 A Member signifies agreement to a proposed Written Resolution when the Charity receives from him an Authenticated Document (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it.

13 6 Subject to Article 13.7, a Written Resolution is passed when

13 6 1 in the case of an ordinary resolution, a simple majority of the Members have signified their agreement to it, and

13 6 2 in the case of a special resolution, at least 75% of the Members have signified their agreement to it

13 7 A proposed Written Resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated

13 8 The following may not be passed as a Written Resolution

13 8.1 a resolution to remove a Trustee before his period of office expires, and

13 8 2 a resolution to remove an auditor before his period of office expires

14. THE TRUSTEES

14 1 The Trustees as Charity Trustees have control of the Charity and its property and funds

14 2 The Trustees when complete shall consist of at least three and not more than ten individuals, all of whom must be Members

14 3 The subscribers to the Memorandum are the first Trustees of the Charity

14 4 Save as provided by Article 14 3 and subject to Article 14 5, Trustees shall be such persons willing to act as both a Trustee and a Member of the Charity as are appointed as follows:

14 4 1 up to five Trustees shall be appointed by English Heritage from time to time by giving notice in Writing to the Charity accompanied by a consent in Writing from the person appointed English Heritage may specify such additional conditions to be imposed with regard exclusively to the term of office of such Trustees as it considers appropriate, and

14 4 2 subject to any maximum number of Trustees, any other person may be appointed, by the Trustees, to be a Trustee

14 5 No person may be appointed as a Trustee if as a result of their appointment the number of English Heritage Trustees would exceed the number of other Trustees on the board of the Charity The Trustees using their power to appoint Trustees shall use their best endeavours to ensure that at any time the number of Independent Trustees is equal to or exceeds the number of English Heritage Trustees

14 6 Subject to earlier termination under Article 14 8, Trustees shall hold office for a period of three

years.

- 14 7 Any retiring Trustee who remains qualified may be re-appointed provided that no Trustee may be re-appointed under this Article for more than two consecutive terms of office. Any person who has previously served two successive terms of office shall be eligible to be re-appointed as a Trustee provided that one year has elapsed since the expiration of his last term of office. Any period of office prior to his period of absence shall not be taken into account in determining the total period of office that he may then serve
- 14 8 A Trustee's term of office automatically terminates if he or she
- 14 8 1 is disqualified under the Charities Acts from acting as a Charity Trustee,
 - 14 8 2 is incapable, whether mentally or physically, of managing his or her own affairs,
 - 14.8 3 is absent from four consecutive meetings of the Trustees and is asked to resign by a resolution of the Trustees passed at a meeting of which at least seven days' notice in Writing indicating the intention to propose such resolution shall have been given,
 - 14 8.4 ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming Membership of the Charity before the next general meeting);
 - 14.8 5 resigns by Written notice to the Trustees (but only if at least two Trustees will remain in office), or
 - 14 8 6 is removed by an ordinary resolution passed at a meeting of the Members after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
- 14.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

15. PROCEEDINGS OF TRUSTEES

- 15.1 The Trustees must hold at least four meetings each year
- 15 2 A quorum at a meeting of the Trustees
- (a) is one person until the Charity is registered with the Commission and thereafter is three Trustees (or 50% of their number whichever is the greater), and
 - (b) must include at least one trustee appointed by English Heritage pursuant to Article 14 4.1

However paragraph (b) in this Article shall not apply if and for so long as all such appointees are disqualified from forming part of the quorum pursuant to Article 15 9 3.

- 15.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

- 15 4 The Trustees shall elect a Chairman from among the Independent Trustees. The Chairman shall hold office for three years or as long as he remains a Trustee, whichever period shall be the shorter and shall be eligible for re-appointment as Chairman at the end of his term of office.
- 15 5 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 15 6 Every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution circulated to all the Trustees and approved by a simple majority of them is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 15 7 Except for the chairman of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue
- 15 8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
- 15 9 Whenever a Trustee has a Personal Interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must
 - 15 9 1 declare the interest before discussion begins on the matter;
 - 15 9 2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 15 9 3 not be counted in the quorum for that part of the meeting, and
 - 15 9.4 withdraw during the vote and have no vote on the matter
- 15 10 If a conflict of interests arises, or might arise, for a Trustee because of a duty or loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in these Articles, the unconflicted Trustees may authorise such a conflict of interests provided that
 - 15 10 1 the procedure in Article 15 9 is followed, and
 - 15 10 2 the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances applying

16. POWERS OF TRUSTEES

- 16 1 The Trustees have the following powers in the administration of the Charity
 - 16 1 1 to appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity,
 - 16 1 2 to appoint a Treasurer and other honorary officers from among their number,
 - 16 1 3 to delegate any of their functions to committees consisting of two or more individuals

appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees),

16 1 4 to make Standing Orders consistent with these Articles and the Companies Acts to govern proceedings at general meetings;

16 1.5 to make Rules consistent with these Articles and the Companies Acts to govern proceedings at their meetings and at meetings of committees,

16 1.6 to make Regulations consistent with these Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any),

16 1.7 to establish procedures to assist the resolution of disputes within the Charity,

16 1.8 to exercise any powers of the Charity which are not reserved to a general meeting

16 2 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 14 2 it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees filling up vacancies in their body or summoning a general meeting but not for any other purpose

17. RECORDS & ACCOUNTS

17 1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

17 1 1 annual reports;

17 1 2 annual returns, and

17.1 3 annual statements of account

17 2 The Trustees must keep proper records of

17 2.1 all resolutions of Members passed otherwise than at a general meeting,

17 2 2 all proceedings at general meetings,

17 2.3 all proceedings at meetings of the Trustees,

17.2 4 all reports of committees, and

17 2 5 all professional advice obtained

17 3 The records referred to in Articles 17 2.1, 17 2.2 and 17 2 3 must be kept for 10 years from the date of the resolution, general meeting or Trustees' meeting, as relevant

17.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide

- 17.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or Member, free of charge. A copy of either document must also be supplied within two Months to any other person who makes a Written request for it and pays the Charity's reasonable costs.

18. COMMUNICATION WITH MEMBERS

- 18.1 The Charity may validly send or supply any document (including any notice) or information to a Member.
- 18.1.1 by delivering it by hand to the address recorded for the Member in the register of Members,
- 18.1.2 by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members,
- 18.1.3 by fax to a fax number notified by the Member in Writing,
- 18.1.4 by electronic mail to an email address notified by the Member in Writing, or
- 18.1.5 by means of a website the address of which has been notified to the Member in Writing,
- in accordance with the provisions of the Companies Acts.
- 18.2 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 18.2.1 24 hours after being sent by electronic means or delivered by hand to the relevant address,
- 18.2.2 two Clear Days after being sent by first class post to the relevant address;
- 18.2.3 three Clear Days after being sent by second class or overseas post to the relevant address;
- 18.2.4 on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with the Companies Acts),
- 18.2.5 on being handed to the Member personally, or if earlier
- 18.2.6 as soon as the Member acknowledges actual receipt
- 18.3 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
- 18.3 Members may validly send any notice or document to the Charity
- 18.3.1 by post to

- (a) the Charity's registered office, or
- (b) any other address specified by the Charity for such purposes,

18.3 2 to any fax number or email address provided by the Charity for such purposes

19. DISSOLUTION

20 1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

20 1 1 directly for the Objects or charitable purposes within the Objects,

20 1 2 in such other manner consistent with charitable status as the Commission approves in Writing in advance

20 2 A final report and statement of account must be sent to the Commission

20. EXCLUSION OF THE MODEL ARTICLES

The relevant model articles prescribed by the Companies Acts are excluded in their entirety from having any application to the Charity

COMPANY NOT HAVING A SHARE CAPITAL

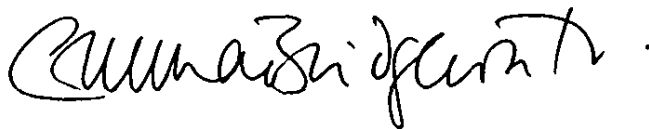
Memorandum of association of The English Heritage Foundation

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

Name of each subscriber

Authentication by each subscriber

Emma Rice
(nee Bridgewater)



Philip Mould



Professor Sir Barry Cunliffe



Dated: 15 November 2010