

THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Memorandum

AND

Articles of Association

OF

THE COTSWOLD CANALS TRUST

formerly

The Stroudwater – Thames and Severn Canal Trust Limited

Incorporated the 16th day of April 1975

POLLARD, THOMAS &
CO.,

2 Greycoat Place,

London

SW1P 1SD

CERTIFICATE OF INCORPORATION

No. 1207787

I hereby certify that THE STROUDWATER - THAMES AND SEVERN CANAL TRUST LIMITED is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at London the 16th April 1975.

N. TAYLOR

Assistant Registrar of Companies

Memorandum of Association of The Cotswold Canals Trust

THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Memorandum of Association

OF

THE COTSWOLD CANALS TRUST

- 1) The name of the Company (hereinafter called "The Trust") is:
"THE COTSWOLD CANALS TRUST"
- 2) The Registered Office of the Trust will be situated in England.
- 3) The objects for which the Trust is established are:
 - (a) The preservation, maintenance in good order and improvement of canals, navigable rivers and inland waterways (hereinafter called "navigations") for the use of the public;
 - (b) To promote the use of the navigations for the benefit of the public;
 - (c) To educate the public in the history, use of and wildlife associated with the navigations;
 - (d) To provide recreational and leisure time activities on the navigation in the interests of social welfare for those who have need by reason of their youth, age, infirmity or disability, poverty or social and economic circumstances with a view to improving the conditions of life of such persons;
 - (e) To further for public and environmental benefit, the enhancement of the natural features and wildlife habitats of the navigations landscape;
 - (f) To further any purpose which is exclusively charitable under the law of England and Wales connected with the navigations.

Provided that these primary objects shall be carried out and the powers hereinafter conferred upon the Trust shall be exercised exclusively in a matter beneficial to the public and recognised by the law of England as charitable.

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And for the promotion of the foregoing primary objects the Company shall have power:

(A)

- (i) To take over, acquire and manage the Thames Severn Link (as hereinafter defined) and the navigation rights therein and the works relating thereto and any buildings now or previously connected therewith by lease purchase or otherwise.
- (ii) To enter into such agreements and execute such deeds and to obtain such consents of the Charity Commissioners or any other body or otherwise and generally to take all such steps as may be necessary for the above purposes.
- (iii) To acquire reconstitute maintain and improve for the purposes of the Trust any navigation and in particular the navigation:- the Stroudwater Canal from its junction with the Gloucester Sharpness Ship Canal at Saul Junction in the county of Gloucester to its terminus at Walbridge Basin in the town of Stroud Gloucestershire and the Thames and Severn Canal from its junction with the Stroudwater Canal at Walbridge Basin to its junction with the River Thames at Lechlade and any tributary of these Canals or Rivers "whether such navigation or any tributary thereof shall have been abandoned or be derelict or not" (which navigation with the Tributaries thereof is herein called "The Thames Severn Link").
- (iv) For the purposes of the Trust to maintain reconstitute and improve any navigation and in particular The Thames Severn Link whether on the old line or on a new line (whether in whole or in part) and either alone or jointly with any other persons corporations bodies or public or local authorities and with and subject to all such consents statutory enactments or orders and acts in the law as may be applicable to a navigation and in particular to The Thames Severn Link or necessary for the carrying out of the above objectives.

(B) Subject to all such consents statutory enactments or orders and acts in the law as may be required and for the purpose of carrying out the immediately preceding objects (A) to acquire all or any of the rights and assets and to assume all or any of the duties obligations and liabilities relating to the Thames Severn Link of the Crown, British Waterways Board or other local authority company body or persons in whom the Thames Severn Link may be vested, and to take over and operate for the purposes of the Trust all that the undertaking which relates to the Thames Severn Link and for the purposes aforesaid to promote such Bills in Parliament to take such proceedings in the Courts to appear at public enquiries and before Parliamentary Committees and make such applications to the Charity Commissioners or otherwise as may be necessary for effectually vesting the Thames Severn Link and the undertaking now or formerly responsible for the maintenance of the navigation thereof in the Trust.

(C) To assist financially or otherwise the appropriate River Authority or other body concerned with the Thames Severn Link to restore the navigation thereof.

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Provided always that none of the foregoing objects (A) (B) (C) shall authorise the Trust to apply any part of the corporate funds to the promotion of legislation not connected with the charity hereby established or to assume any powers duties or liabilities or do any other act or thing, which would be unlawful if done by a corporation established for public charitable purposes only.

- (D) To cleanse, scour, keep and preserve navigations and the Stroudwater and Thames Severn Link in particular.
- (E) To make, erect, preserve, maintain, repair, alter, extend, discontinue, re-make, and re-erect such towpaths, banks, bridges, ferries and ways for the towing of vessels (with horses or otherwise) and generally, and such locks, sluices, winches, spikes, dams, flood-gates, engines, toll-houses, watch-houses, bores, wells, and reservoirs for the use of a navigation and the Stroudwater and Thames Severn Link in particular as may be expedient.
- (F) To obtain and take the benefit of and assume duties under any statutory enactment, ministerial order warrant of the Department of the Environment or statutory instrument as may be consistent with the primary objects of the Trust and not prejudicial to its status as a charitable corporation.
- (G) To make and enforce regulations and so far as may be permitted by the Statutes governing a navigation and the Stroudwater Canal and Thames and Severn in particular and the Statute Law and orders and statutory instruments made thereunder which affect inland waterways generally, fix and collect charges for the use of a navigation and the Stroudwater and Thames and Severn in particular and the locks and other works thereon by commercial, or pleasure vessels of any description, or for bathing, fishing, the use or supply of water and the use of the tow-paths or lands or any other purposes conducive to the public benefit and the prime objects of the Trust.
- (H) To promote by meetings, publications, exhibitions, the delivery of lectures and addresses the maintenance of a library and of a museum or museums the display of pictures, cinematograph films, and models and by any other like means, the collection and dissemination of knowledge about Canals and especially the Thames Severn Link at home or abroad, its history and future prospects.
- (I) To purchase or otherwise acquire, erect, maintain, reconstruct and adapt any offices, house, workshops, mills, plant, machinery and other things found necessary or convenient for the purposes of the Trust.
- (J) To purchase or take on lease or in exchange, hire or otherwise acquire in any manner any real or personal property.
- (K) To improve, manage, develop, exchange, mortgage, sell, let or otherwise deal with any of the property of the Trust.
- (L) To obtain and receive funds by way of contributions, donations, legacies, grants or other similar lawful means.

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- (M) To initiate, support and co-operate with others in proposals and activities calculated to assist the promotion of the Trust's objects and to affiliate to and receive affiliations from bodies with objects similar to those of the Trust.
- (N) To borrow or raise money in such manner and upon such terms as may be determined, and in particular upon the security by way of mortgage, charge, debenture or otherwise of all or any part of the property and assets of the Trust.
- (O) Subject to any sanction required by law to invest and deal with the moneys of the Trust not immediately required in such manner as in the discretion of the Trust may be determined.
- (P) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures and other negotiable or transferable instruments.
- (Q) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows or other dependents.
- (R) To undertake to accept any charitable trusts.
- (S) To provide indemnity insurance to cover the liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company.
- (T) To do all such other lawful things as shall further the attainment of the above objects or any of them which may lawfully be done by a body established for charitable purposes only.

Provided that the objects of the Trust shall not extend to the regulation of relations between workers and employees or organisations of workers and organisations of employees.

Provided also that in case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Trust 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 for Education and Science over such Managers or Trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the Trust were not incorporated. In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with the same in such manner as allowed by law, having regard to such trusts.

- 4) Directors not to have a personal interest. The income and property of the company shall be applied solely towards the promotion of the objects and no

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part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the company, and no director shall be appointed to any office of the company paid by salary or fees or receive remuneration or other benefit in money or money's worth from the company: Provided that nothing in this document shall prevent any payment in good faith by the company:

- (a) of reasonable and proper remuneration for any services rendered to the company by any member, officer or servant of the company who is not a director;
 - (b) of interest on money lent by any member of the company or director at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the directors;
 - (c) of fees, remuneration or other benefit in money or money's worth to any company of which a director may also be a member holding not more than 1/100th part of the issued capital of that company;
 - (d) of reasonable and proper rent for property demised or let by any member of the company or a director;
 - (e) to any director of reasonable out-of-pocket expenses;
 - (f) of any premium in respect of any indemnity insurance to cover the liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company.
- 5) The liability of the members is limited.
- 6) Every member of the Trust undertakes to contribute to the assets of the Trust in the event of the same being wound up while he is a member, or within one year after he ceases to be a member for payment of the debts and liabilities of the Trust contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the right of the contributories among themselves, such amount as may be required not exceeding one pound.
- 7) If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liability any property whatsoever, the same shall not be paid to or distributed among the members of the Trust, but shall subject to such consents of the Charity Commission or the Courts as may be required by law be given or transferred to some other charitable institution or institutions having charitable objects similar to the objects of the Trusts, and which shall prohibit the distribution of its or their income and property among its or their members to any extent at least as great as is imposed on the

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Trust under or by virtue of Clause 4 hereof, such institution or institutions to be determined by such members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

- 8) True accounts shall be kept of the sums of money received and expended by the Trust, and the matters in respect of which such receipts and expenditure take place, and of the assets and liabilities of the Trust, and, subject to any reasonable restriction as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Trust for the time being, and such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Trust shall be audited and the truth and fairness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors or where exempt from audit, by an Independent Reporting Accountant in accordance with the Charities Act 2006.

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.

DAVID ELLIOTT, The Retreat, Amberley, Stroud,
Glos. Engineer.

ROBERT JOHN PAGET, 2 'Kantara', Bridge
Street, Cainscross, Stroud, Glos.
Accountant.

JOHN HENRY STEPHENS, 9 Melbourne Drive,
Stonehouse. Draughts man.

MICHAEL JAMES AYLAND, Riverside, Priding,
Saul, Glos. Engineer.

BERYL ANN AYLAND, Riverside, Priding, Saul,
Glos. Civil Servant.

PHILIP JOHN HOLLAND, Nantcol, Sibland Way,
Thornbury, Bristol. Civil Engineer.

NIGEL ROE, 116 Thrupp Lane, Nr. Stroud, Glos.
Machine Setter.

DATED the 25th day of March 1975.

WITNESS to the above Signatures:

Memorandum of Association of The Cotswold Canals Trust

KENNETH J. SHAW, 4, Windmill Close, Brixham,
S. Devon. Planning Technician

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THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Articles of Association

OF

THE COTSWOLD CANALS TRUST

GENERAL

- 1) In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:—

Words	Meanings
The Act	The Companies Act 1948 as amended.
The Trust	The Cotswold Canals Trust formerly The Stroudwater-Thames and Severn Canal Trust Limited.
These Presents	These Articles of Association and the regulations of the Association from time to time in force.
The Council	The Council of Management for the time being of the Trust.
The Office	The Registered Office of the Trust.
The Seal	The common seal of the Trust.
Month	Calendar month
In writing	Written, printed or lithographed or partly one and partly another and other modes or representing or reproducing words in a visible form.
Honorary Officers	Secretary, Treasurer and such other office as may be determined by the Council

And words Importing the singular number only shall include the plural number, and vice versa.

Words Importing the masculine gender only shall include the feminine gender

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and Words importing persons shall include corporations.

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

- 2) The number of members with which the Trust proposes to be registered is unlimited
- 3) The provisions of Section 110 of the Act, shall be observed by the Trust and every member of the Trust shall either sign a written consent to become a member or sign the register of members on becoming a member.
- 4) The Trust is established for the purposes expressed in the Memorandum of Association.
- 5) The subscribers to the Memorandum of Association and such other persons as the Council shall admit to membership in accordance with the provisions hereinafter contained shall be members of the Trust.

ELECTION OF MEMBERS

- 6) The Trust shall consist of:—
 - (A) The Trust shall consist of such persons as shall be admitted to one of the following classes of membership under the provisions of these Articles:
 - (v) Persons who have signed the Memorandum of Association
 - (vi) Adult
 - (vii) Family
 - (viii) Young Person
 - (ix) Life
 - (x) Joint Life
 - (xi) Senior Life
 - (xii) Senior Joint Life
 - (xiii) Corporate
 - (xiv) Honorary
 - (xv) Such classes as the Council of Management may from time to time by resolution add or remove

For the purposes of these Articles: Memorandum Signatory, Adult, Life, Senior Life, Corporate and Honorary members shall have one vote. Family, Joint Life or Senior Joint Life membership shall count as two individual members and each shall have a vote as long as each shall live. Persons under the age of 18 may be admitted to Young Person

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membership which carries no voting rights.

- (B) Such persons as the Council shall elect to honorary membership from time to time or such a period as the Council of Management may think fit but such honorary members shall not be liable for any subscription or contribution or otherwise to the funds of the Trust or to make any contribution under Clause 6 of the Memorandum of Association but shall be entitled to vote at General Meetings of the Trust.

The Trust shall keep a Register and Index of its members as required by Sections 110 and 111 of the Act.

- 7) The annual subscription for members shall not be less than 50p. There shall also be payable on election an entrance fee of such amount (if any) as may from time to time be appointed. Each annual subscription shall be payable on election and shall cover the period of one year from that date, and every subsequent subscription shall become due on the anniversary of election.
- 8) The amount of the annual subscription and entrance fee (if any) shall from time to time be decided by the Council. The Trust may from time to time fix the terms upon which members may become life members and any member who pays the composition fee from time to time fixed by the Council for life membership shall thereupon be deemed to have paid all subscriptions due from him for the remainder of his life and shall be entitled to all the rights and subject to all the duties of membership without paying any further annual subscription or fee but shall otherwise be deemed to be for all purposes of these Articles an ordinary member of the Trust.
- 9)
- (a) Any member whose annual subscription is unpaid three months after the day on which his subscription is due or who shall become bankrupt or compound with his creditors shall cease ipso facto to be a member of the Trust and such member shall thereupon lose all rights and privileges of membership and his name shall be struck out of the Register and Index of Members, but he shall not be freed from his liability as provided by the Memorandum of Association nor from his liability for payment of the arrears of subscription. All subscriptions due and unpaid by any member shall be considered as debts due from such member to the Trust and shall be recoverable as such by legal process. Persons who have ceased to be members of the Trust under this Article because of arrears of subscription may upon payment of all arrears be re-elected to membership without entrance fee at the discretion of the Council. The Trust is not required to notify a member when his subscription is due.
- (b) In order to ensure to the Trust a body of members identified with the objects for which the Society is founded, it shall be in the absolute discretion of the Council, exercised at a meeting of not less than two thirds of their members, to decline to accept a renewal of the subscription of any member of whom they may for any reason disapprove but they shall not be required to state their reasons. In such case the Council shall cause notice in writing to be given to such member at any time that they will not accept a renewal of his subscription and thereupon on the date for renewal of his

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subscription such member shall cease to be a member of the Society and all his rights as such shall be at an end.

- 10) Any Society, Institution, Company, Firm Association, Board or Group supporting the objects of the Trust shall be eligible for admission as a corporate member. A corporate member shall be entitled to appoint one representative and any such representative shall be entitled to exercise on its behalf the same voting and all other rights as an individual member and shall, by virtue of his appointment as such representative, be eligible for election or appointment to any office of the Trust or to membership of the Council.
- 11) Any person desirous of becoming a member of the Trust shall sign and deliver to the Secretary, or such other person as may be appointed by the Council to be Membership Secretary, an application in such form as the Council shall determine from time to time.
- 12) Admission to membership shall be by the Council and every application for membership shall be brought by the Secretary before the Council at the next meeting of the Council.
- 13)
 - (I) Members may resign by notice In writing, or may be removed by a majority of two-thirds of those present and voting at a duly convened meeting of the Council. Provided always that no member shall be removed unless:
 - (a) He has conducted himself in a manner which in the discretion of the Council is prejudicial to the interests of the Trust or unfits him for membership of the Trust, has made any public announcement or taken any public action in the name of the Trust or otherwise done anything directly or indirectly to represent that any proposal, action or statement of facts has the approval of the Trust without authorisation by the Council, or has by any act or conduct made known to the Council that he is no longer in sympathy with the aims and objects of the Trust as declared in Clause 3 of the Memorandum.
 - (b) Such member shall have had at least 28 days' notice in writing of the date of the meeting and of the grounds upon which his removal is sought.
 - (c) Such member has had an opportunity of stating his case to, and of defending himself before the Council, and
 - (d) Each member of the Council shall have had at least seven days' notice in writing prior to the meeting that the business of the day will be or include the question of the removal of a member or members.
 - (II) Any member removed from membership under Articles 9(b) or 1.3(I) hereof shall be entitled to appeal as in Article 58(b) hereinafter set forth to the Appeals Committee against such expulsion which shall notwithstanding such appeal be effective pending the hearing of any such appeal.

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PRESIDENTS AND PATRONS

- 14) The Council may invite any member of the Trust (whether ordinary or honorary) and any other person to become a President, Vice-President, Patron, Vice-Patron, Adviser or Consultant of the Trust upon such terms and conditions as the Council shall from time to time decide. Subject to Article 58 (b) no President, Vice-President, Patron, Vice-Patron, Adviser or Consultant of the Trust being a member of the Trust shall have any greater powers in relation to the governance and administration of the Trust than he or she shall already possess by virtue of his or her membership of the Trust. A President, Vice-President, Patron, Vice- Patron, Adviser or Consultant who is not a member of the Trust shall have no vote at any General Meeting nor be liable for contribution under Clause 7 of the Memorandum.

GENERAL MEETINGS

- 15) The Trust shall have 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 General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding meeting, and that so long as the Trust 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.
- 16) All General Meetings, other than Annual General Meetings, shall be called Extraordinary Meetings.
- 17) The Council may whenever they think fit convene an Extraordinary Meeting, and Extraordinary 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.
- 18) Subject to the provisions of the Act relating to Special Resolutions twenty one days' notice at the least of every Annual General Meeting and fourteen days' notice at the least of every Annual 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 meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons as are under these presents or under the Act entitled to receive such notice from the Trust but with the consent of all the members entitled to receive notices thereof, or of such proportion thereof 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.

Any resolution for consideration at any General Meeting must be received by the Secretary not less than 42 days before the date appointed for the meeting. The Council may direct that any resolution which appears to them to be scandalous or vexatious or contrary to the objects of the Trust shall not be placed upon any agenda or discussed at any meeting but subject always to the provisions of the Act.

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PROCEEDINGS AT GENERAL MEETINGS

- 19) All business shall be deemed special that is transacted at an Extraordinary Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Council and of the Auditors or the Reporting Accountant (in accordance with the Charities Act 2006) the election of members of the Council in place of those retiring by rotation and (whenever necessary) of the officers, and the fixing of the remuneration of the Auditors or Reporting Accountant.
- 20) No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided seven members personally present shall be a quorum.
- 21) If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week, and at the same time and place or at such other place as the Chairman shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum.
- 22) The Chairman (if any) of the Council shall preside as Chairman at every General Meeting, but if there be no such Chairman or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some member of the Council or if no such member be present, or if all the members of the Council present, decline to take the chair, they shall choose some member of the Trust, who shall be present to preside.
- 23) The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the Meeting) adjourn a meeting from time to time, and from place to place but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
- 24)
- (a) Every question submitted to a meeting not being a proposal for the passing of a special or extraordinary resolution shall be put to the meeting by the Chairman and his decision as to the wishes or sense of the meeting shall be conclusive unless on his giving his decision it be challenged by not less than one-fifth of the members present at the meeting.
 - (b) Every question submitted to a meeting on which the decision of the Chairman as to the wishes or sense of the Meeting shall be challenged as aforesaid or which is a proposal for the passing of a special or extraordinary resolution shall be decided in the first instance by a show of hands, but after a show of hands has been taken a poll may be demanded by any five or more members

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present in person by the Chairman or by at least three members present in person, or by a number of members present in person and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minute book of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution the demand for a poll may be withdrawn.

- 25) Subject to the provisions of Article 26, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 26) No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.
- 27) In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.
- 28) The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

- 29) Subject as hereinafter provided, every member shall have one vote. A Corporate member, shall have one vote which shall be exercisable by its Representative.
- 30) Save as herein expressly provided, no person other than a member duly registered, and who shall have paid every subscription and other sum (if any) which shall be due and payable to the Trust in respect of his membership, shall be entitled to be present or to vote on any question either personally or by proxy, or a proxy for another member, at any General Meeting.
- 31) Votes may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. A Corporation may vote by its duly authorised representative as provided by Section 139 of the Act. A proxy must be a member of the Trust.
- 32) The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if such appointor is a corporation under its common seal if any, and, if none, then under the hand of some officer duly authorised in that behalf. In the case of a representative of a member, any proxy shall be approved by the member

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itself or its attorney and not by the Representative.

- 33) 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 thereof 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, otherwise the person so named shall not be entitled to vote, in respect thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
- 34) 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 the death, insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- 35) Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:—

"The Cotswold Canals Trust "I
"of
"a member of the "hereby appoint "
"of
"and failing him "of
"to vote for me and on my behalf at the (Annual or Extraordinary,
"as the case may be) General Meeting of the Trust to be held
"on the day of 20
"and at every adjournment thereof.
"As Witness my hand this day
"of 20 "

COUNCIL OF MANAGEMENT

- 36) The Trust shall be managed by a Council of Management. Until otherwise determined by a General Meeting the number of members of the Council shall not be less than 2 nor more than 15.

The Council shall appoint the Honorary Officers and the officials of the Trust and have the sole control and management of the income and property of the Trust and also the entire management and superintendence of all other affairs and concerns thereof, and the exclusive rights of appointing and prescribing the respective duties salaries and remuneration of such paid officials and servants as they may deem necessary or useful for the purposes of the Trust.

- 37) The first members of the Council shall be DAVID ELLIOTT, ROBERT JOHN PAGET, JOHN HENRY STEPHENS, MICHAEL JAMES AYLAND, BERYL ANN AYLAND, PHILIP JOHN HOLLAND and NIGEL ROE.

- 38) The Council may from time to time and at any time appoint any member

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of the Trust as a member of the Council, provided that the prescribed maximum be not thereby exceeded. Any member so appointed shall retain his office only until the next Annual General Meeting, but he shall then be eligible for re-election.

- 39) No person who is not a fully paid up member of the Trust shall in any circumstances be eligible-to hold office as a member of the Council.
- 40) Section 185 of the Act shall be read as if the age therein mentioned was eighty and, therefore, no person shall be appointed a member of the Council of the Trust who has attained the age of eighty, and a Council member shall vacate his office at the next Annual General Meeting after he attains the age of eighty and the provisions of these Articles for automatic re-appointment of retiring Council members in default of another appointment shall not apply but any such vacancy may be filled as a casual vacancy provided always that a person may be appointed a Council member at any age and a member may continue in office after attaining any age and shall not be required to retire upon attaining the age of eighty, as aforesaid if his appointments or continuance as a member is approved by the Trust in General Meeting and special notice has been given of the resolution appointing him or approving his appointment and such notice to the Trust and by the Trust to its members has stated the age of the person to whom it applies.

DISQUALIFICATION OF MEMBERS OF THE COUNCIL

- 41)
- (I) The office of a member of the Council shall be vacated:
- (a) If a Receiving Order is made against him or he makes any arrangement or composition with his creditors.
 - (b) If he becomes of unsound mind.
 - (c) If he ceases to be a member of the Trust.
 - (d) If by notice in writing to the Trust he resigns his office.
 - (e) If he ceases to hold office by reason of any order made under Section 188 of the Act.
 - (f) If he is removed from office by a resolution duly passed pursuant to Section 184 of the Act.
 - (g) If he is indirectly or directly interested in a contract with the Trust and fails to declare the nature of his interest in the manner required by Section 199 of the Act.
- No member of the Council directly or indirectly interested in any contract with the Trust may vote in connection with any such contract and if he shall so vote his vote shall be disregarded.
- (II) The Council shall have power by a majority of three-quarters of the members present and voting at a meeting of the Council specially convened to consider the case to remove from the Council (except as last provided) any member of the Council who

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- (a) has conducted himself in a manner which in the discretion of the Council is prejudicial to the interests of the Trust or unfits him for membership of the Council, or
- (b) has by any act or conduct made known to the Council that he is no longer in sympathy with the aims and objects of the Trust as declared in Clause 3 of the Memorandum.

Provided that any such person shall have received at least fourteen days notice in writing of a motion to that effect on the agenda paper and shall have been permitted to have been present at the meeting and heard in his own defence.

RETIREMENT AND ELECTION OF MEMBERS OF THE COUNCIL

- 42) At the time of the Second Annual General Meeting and at the Annual General Meeting to be held in every subsequent year, one-third of the members of the Council for the time being, or if their number is not a multiple of three then the number nearest to one-third, shall retire from office.
- 43) The members of the Council to retire shall be those who have been longest in office since their last election or appointment. As between members of equal seniority, the members to retire shall in the absence of agreement be selected from among them by lot. The length of time a member has been in office shall be computed from his last election or appointment. A retiring member of the Council elected by the members of the Trust who shall be due to retire shall retain office until the close or adjournment of the Annual General Meeting.
- 44) The Trust shall at the meeting at which a member of the Council retires in manner aforesaid fill up the vacated office by electing a person thereto, and in default the retiring member shall if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office, or unless a resolution for the re-election, of such member shall have been put to the meeting and lost, or he has given notice to the Trust in writing of his unwillingness to be re-elected or he has attained any retiring age applicable to him as a member of the Council.
- 45) No person not being a member of the Council, retiring at the meeting shall, unless recommended by the membership of the Council at any General Meeting unless within the prescribed time before the day appointed for the meeting there shall have been given to the Secretary notice in writing, by some member duly qualified to be present and vote at the meeting for which such notice is given of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected. The prescribed time above-mentioned shall be that, between the date when the notice is served, or deemed to be served, and the day appointed for the meeting there shall be not less than fourteen nor more than thirty-six intervening days.
- 46) The Trust may from time to time in General Meeting increase or reduce the number of members of the Council and determine in what rotation such increase or reduced number shall go out of office, and may make the

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appointments necessary for effecting any such increase.

- 47) In addition and without prejudice to the provisions of Section 184 of the Act, the Trust may after the Second Annual General Meeting of the Trust shall have been holden by Extraordinary Resolution remove any member of the Council before the expiration of his period of office, and may by an Ordinary Resolution appoint another qualified member in his stead, but any person so appointed shall retain his office so long as the member in whose place he is appointed would have held the same if he had not been removed.

POWERS OF THE COUNCIL

- 48) The business of the Trust shall be managed by the Council who may pay all such expenses, of and preliminary and incidental to, the promotion, formation establishment and registration of the Trust as they think fit, and may exercise all such powers of the Trust, and do on behalf of the Trust all such acts as may be exercised and done by the Trust, and as are not by statute or by these presents required to be exercised or done by the Trust in General Meeting, subject nevertheless to any regulations being in force and affecting the Trust, and to such regulations or provisions, as may be prescribed by the Trust in General Meeting, but no regulation made by the Trust in General Meeting, shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.
- 49) Subject to the provisions of Clause 4 of the Memorandum of Association
- (a) The Council may appoint a manager or managers of the Trust either for a fixed or indefinite period and may from time to time remove any such manager or managers from such office and appoint another or others in his place and may at its discretion fill up any vacancy that may occur in such office. The Council may (in the case of a manager not being a member of the Council) pay to any such manager or managers such salary as it may think fit.
 - (b) The Council may at its discretion delegate to any manager such of its powers as it thinks fit for such time and subject to such conditions as it may think expedient and, but collaterally with the powers of the Council may at any time revoke or vary any of such delegated Powers.
 - (c) In lieu of appointing a manager of the Trust and in pursuance of the powers aforesaid the Council may enter into an Agreement or Agreements with any person, company firm, or body to manage the affairs and business of the Trust in relation to any particular navigation and personal remuneration as may be thought fit. No such Agreement may be made for a period of more than three years at any one time but it shall be renewable after consideration at a meeting of the Council. Agreements may be made with different firms, companies, and bodies for separate navigations.
- 50) Without prejudice to other powers given by Articles the Council may exercise all the powers of the Trust to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, to issue debentures, debenture stock and other securities, whether outright or a security for any debt, liability or obligation of the Trust or of any third party.

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- 51) The Council shall have power from time to time to adopt and make, alter or revoke, bye-laws for the regulation of the Trust and otherwise for the furtherance of the purposes for which the Trust is established, provided that such bye-laws are not repugnant to the Memorandum of Articles of the Trust. Any resolution of the Council for the adoption, making, alteration or revocation of such bye-laws shall be subject to confirmation by Ordinary Resolution of the Trust at the next Annual General Meeting, and if it be not so confirmed, shall cease to have effect at the conclusion of that meeting. All such bye-laws for the time being in force shall be binding upon all members until the same shall cease to have effect as hereinbefore provided or shall be varied or set aside by an Ordinary Resolution of the Trust. No member shall be absolved from such bye-laws by reason of his not having received a copy of the same, or of any alterations or additions thereto, or having otherwise no notice of them. It is expressly declared that without prejudice to the powers of the Council to make bye-laws on other matters the following shall be deemed to be matters which may be governed by bye-laws within the meaning of this Article, that is to say:
- (a) As to the persons eligible for membership of the Trust,
 - (b) As to the conditions on which persons shall be admitted to membership of the Trust.
 - (c) As to entrance fees (if any) payable in respect of membership of the Trust,
 - (d) As to the annual, quarterly or other subscriptions or payments to be payable by the members of the Trust.
 - (e) As to the manner in which membership of the Trust may be terminated or shall determine.
 - (f) As to the rights and privileges to be accorded to, and the qualifications, restrictions and conditions to be imposed on members of the Trust,
 - (g) As to committees of members in connection with various branches of the Trust's activities and as to the appointment removal, qualifications, disqualification, duties, functions, powers and privileges of members of such committees.

- 52) The members for the time being of the Council may act notwithstanding any vacancy in their body; provided always that in case the members of the Council shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Council for the purpose of filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

PROCEEDINGS OF THE COUNCIL

- 53) Council shall at its first meeting every year after the Annual General 'from time to time' appoint from the Council Members a Chairman for the Council.
- 54) The Council may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the

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quorum otherwise determined, two shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

- 55) On the request of the Chairman of the Council or two other members of the Council, the Secretary shall, at any time, summon a meeting of the Council, within twenty one days of such application being received by written notice served upon the several members of the Council.
- 56) The Chairman of the Council shall be entitled to preside at all meetings of the Council, at which he shall be present, but if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting and willing to preside, the members of the Council present shall choose one of their number to be Chairman of the meeting.
- 57) A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the Regulations of the Trust for the time being vested in the Council generally.
- 58)
- (a) The Council may delegate any of their powers to sub-committees consisting of such member or members of the Council as they think fit, and may give any such sub- committee power to co-opt additional members from members of the Trust, and any sub-committees so formed shall, in the execution of the powers so delegated, conform to any regulations imposed on it by the Council. The meetings and proceedings of any such sub- committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Council so far as applicable and so far as the same shall not be superseded by any regulations made by the Council as aforesaid.
 - (b) Appeals against expulsion by the Council pursuant to its powers under Article 13 shall be heard by an Appeals Committee. This shall consist of the Vice-Presidents of the Trust and three members of such Committee shall constitute a quorum.

A person desiring to appeal to the Appeals Committee against a decision of the Council to exclude or expel him pursuant to their powers under articles 9(b) or 13(I shall give notice in writing to the Secretary of the Trust within 7 days of the decision of the Council against which he desires to appeal. Such notice shall state the grounds on which the proposed appeal is based. Upon receipt of such notice the Secretary of the Trust shall convene the Appeals Committee within twenty-eight days. The Appeals Committee shall sit within twenty-eight days of being thus convened for the hearing and disposal of the appeal.

Before any appeal is disposed of the person appealing and having given notice as aforesaid shall be entitled to be heard in person only by the Appeals Committee who shall hear any witness called by the appellant and may hear any other witness they may deem it desirable to hear in relation to such appeal provided that in such case the person appealing shall be given the opportunity to be heard by the Appeals Committee after such other person has been heard. The Council may also be represented.

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The determination of the Appeals Committee shall be announced within fourteen days of such determination being made and shall be final and conclusive as to any appeal. In making such determination the Appeals Committee shall be entitled to quash or uphold the decision of the Council against which the appeal is made and such determination shall be acted upon by the Trust its organ and officers and other persons concerned.

- 59) All acts bona fide done by any meeting of the Council or of any sub-committee of the Council, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such member or person acting as aforesaid, or that they or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a member of the Council.
- 60) The Council shall cause proper minutes to be made of all appointments of officers made by the Council and of the proceedings of all meetings of the Trust and of the Council and of the sub-committees of the Council and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by sufficient evidence without any further proof of the facts therein stated.
- 61) A resolution in writing signed by all the members for the time being of the Council or of any Committee of the Council shall be as valid and effectual as if it has been passed at a meeting of the Council or of such sub-committee duly convened and constituted. A resolution may be written on several documents of like form each signed by one or more members of the committee.

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SECRETARY

- 62) The Secretary shall be appointed by the Council for such time, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of Section 177 and 179 of the Act shall apply and be observed. The Council may from time to time by resolution 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.

TREASURER

- 63) The Council shall from time to time appoint a Treasurer or Honorary Treasurer who shall be a person other than the Secretary. The Council shall determine his powers and duties, fix his salary, if any, and at their discretion remove or suspend him from office.
- 64) The Council may also at any time appoint a temporary substitution for the Treasurer, who shall for the purpose of these Articles be deemed to be the Treasurer.
- 65) All moneys payable to the Trust shall be received by the Treasurer or such other officers of the Trust or such bank as the Council shall appoint to receive the same. The receipts of the treasurer or such other officer or banker shall be a sufficient discharge.

BANKERS

- 66) A banking account shall be kept in the name of the Trust. It may be kept at such bank or banks as the Council shall from time to time appoint, and cheques shall only be drawn, signed and endorsed in such manner, and by such person or persons as the Council shall from time to time direct.

THE SEAL

- 67) The seal of the Trust shall not be affixed to any instrument except by the authority of a resolution of the Council and in the presence of at least one member of the Council and of the Secretary or of two members of the Council and the said member and Secretary or members shall sign every instrument to which the seal shall be so affixed in their bona fide dealing with the Trust such signatures shall be conclusive evidence of the fact that the seal has been properly fixed. A register shall be kept of such sealings.

ACCOUNTS

- 68) The Council shall cause proper books of account to be kept with respect to:
- (a) All sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place;
 - (b) All sales and purchase of goods by the Trust; and
 - (c) The assets and liabilities of the Trust.

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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 Trust and to explain its transactions.

- 69) 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 shall think fit, and shall always be open to the inspection of the members of the Council subject to the provisions of Article 70.
- 70) The Trust in General Meeting may from time to time make reasonable conditions and regulations as to the time and manner of the inspection by the members of the accounts and books of the Trust, or any of them, and subject to such conditions and regulations the accounts and books of the Trust shall be open to the inspection of members at all reasonable times during business hours.
- 71) At the Annual General Meeting in every year the Council shall lay before the Trust a proper income and expenditure account for the period since the last preceding account made up-to-date not more than nine months before such meeting together with a proper balance sheet made up as at the same date. Every such balance shall be accompanied by proper reports of the Council and the Auditors or Reporting Accountant (in accordance with the Charities Act 2006), and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) 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 days before the date of the meeting be sent to all persons entitled to receive notices are hereinafter directed to be served. The Auditor's or Reporting Accountant's report shall be read before the meeting as required by the Act.
- 72) Once at least in every calendar year the accounts of the Trust shall be audited and the correctness of the incomes and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors or examined by a Reporting Accountant (in accordance with the Charities Act 2006).
- 73) Auditors shall be appointed and their duties regulated in accordance with Sections 159 and 162 of the Act, the members of the Council being treated as the Directors mentioned in those sections, or a Reporting Accountant appointed in accordance with the Charities Act 2006.

BRANCHES

- 74) The Council may from time to time create branches of the Trust and may make bye- laws as to the objects, constitution, administration, rules, formation, merger and dissolution of branches, the delimitation from time to time of the areas and boundaries of branches, the custody and disposal of branch records and papers, the duties of their officers, the terms of their employment and when the consent of the Council to their appointment or removal is required, the manner in which property acquired or owned by a branch is to be vested and controlled and the disposal of it upon dissolution of a branch, the observance by branches or a branch of directions from the Council and the relationship to the Trust as a national body and its branches

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or any particular branch.

NOTICES

- 75) The accidental omission to give notice of a meeting of the Trust or of the Council or any committee or sub-committee of the Trust or Council or the non-receipt of such notice by any person entitled to receive notice thereof shall not invalidate any resolution passed or proceedings had at any such meeting of the Trust, Council, committee or sub-committee thereof.
- 76) A notice may be served by the Trust upon any member either personally or by sending it through the post in a pre-paid letter or by electronic means addressed to such member at his registered address as appearing in the register of members.
- 77) Any member described in the register of members by an address not within the United Kingdom who shall from time to time give the Trust an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid, only members described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Trust.
- 78) Any notice, if served by post, shall be deemed to have been served upon the second day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a pre-paid letter. Any notice, if served by electronic means, shall be deemed to have been served 48 hours after the communication was sent, and in proving such service it shall be sufficient to prove that the communication containing the notice was properly addressed.

DISSOLUTION

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

LIABILITY AND INDEMNITY

- 80) The Trust, the Council, any sub-body of the Council, and any member of any such body as aforesaid and any officer of the Trust shall not be liable for any act of commission or omission of any officer, servant or agent thereof, unless the act is expressly authorised in writing by or on behalf of the Council.
- 81) Subject to the provisions of the Act, these Articles, and of Clause 3 of the Memorandum of Association every member of the Council, sub-body, Auditor, Secretary or other officer of the Trust shall be entitled to be indemnified by the Trust against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

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NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

DAVD ELLIOTT, The Retreat, Amberley, Stroud, Glos.
Engineer.

ROBERT JOHN PAGET, 2 'Kantara', Bridge Street,
Cainscross, Stroud, Glos. Accountant.

JOHN HENRY STEPHENS, 9 Melbourne Drive,
Stonehouse. Draughtsrnan.

MICHAEL JAMES AYLAND, Riverside, Priding, Saul,
Glos. Engineer.

BERYL ANN AYLAND, Riverside, Priding, Saul, Glos.
Civil Servant.

PHILIP JOHN HOLLAND, Nantcol, Sibland Way,
Thornbury, Bristol. Civil Engineer.

NIGEL ROE, 116 Thrupp Lane, Nr. Stroud, Glos.
Machine Setter.

DATED the

25th day of March 1975.

WITNESS to the above Signatures:

KENNETH J. SHAW, 4, Windmill Close, Brixham, S.
Devon. Planning Technician.