

Memorandum & Articles of Association

THE COMPANIES ACTS 1985 & 1989

A COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

NATURISTS LIMITED

1. The name of the Company is NATURISTS LIMITED.
2. The registered office of the Company is to be situated in England and Wales.
3. The Objects for which the Company is established are to promote the practice of naturism, and its wider acceptance by society as a whole, and to educate the public about naturism.
4. The Company has power to do anything within the law that may promote or may help to promote the Objects or any of them. In particular (but without limitation) the Company has the following powers:
 - 4.1. to pay out of the Company's funds the costs incurred in forming the Company;
 - 4.2. to acquire or hire property of any kind, and any interests in or rights over property of any kind;
 - 4.3. to acquire the whole or any part of the business or assets of any person, firm, or company carrying on any activity in support of the Objects and to give any form of consideration in return for the business or assets;
 - 4.4. to borrow and raise money in any manner; and to secure and guarantee by any means the repayment of any money borrowed, raised or owing, and the performance by the Company of any obligation or liability, by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future);
 - 4.5. to invest and deal with the moneys of the Company not immediately required in any manner and to hold or otherwise deal with any investments made;
 - 4.6. to sell, dispose of, let, mortgage, or charge any property of the Company and to grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company;

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- 4.7. to make grants or loans of money and to give guarantees and indemnities on any terms; and to support and subscribe to any charitable or public object;
- 4.8. to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which (in the opinion of the Directors) is likely to assist or benefit the Company; and to subscribe for or otherwise acquire all or any part of the shares or securities of any such company;
- 4.9. to act as agent or broker or trustee for any person, firm or company, and to undertake and perform any form of contract;
- 4.10. to reward any person, firm or company rendering services to the Company by cash payment or by any other means;
- 4.11. to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of the employees of the Company or of any subsidiary, holding company or fellow subsidiary of the Company and of their spouses, children and other relatives and dependants; and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained;
- 4.12. to pay out of the Company's funds premiums on insurance policies 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 duty or breach of trust of which they may be guilty in relation to the Company: provided that any such insurance or indemnity must not extend to any claim arising from criminal neglect or deliberate default on their part;
- 4.13. to amalgamate with or support any other company or undertaking whose objects may (in the opinion of the Directors of the Company) advantageously be combined with the Objects;
- 4.14. to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, and to accept anything of value in return; and
- 4.15. to do all or any of the things or matters permitted by this Memorandum of Association in any part of the world, and as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
5. The income and capital of the Company must be applied solely towards the promotion of the Objects. No part of the income or capital may be paid or transferred, directly or indirectly, to the members of the Company, whether by way of dividend or bonus or in any other way that amounts to a distribution of profit or surplus. This does not prevent the payment of:

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- 5.1. reasonable and proper remuneration to any officer, employee, or member of the Company in return for any services provided to the Company;
- 5.2. discounts provided to members in respect of their purchase of goods or services provided by the Company;
- 5.3. a reasonable rate of interest on money lent to the Company;
- 5.4. reasonable rent for property let to the Company;
- 5.5. expenses to any officer, employee or member of the Company; or
- 5.6. premiums on the indemnity insurance referred to in clause 4.12.
6. The liability of the members is limited.
7. If the Company is wound up while a person is a member or within one year after that person ceases to be a member, every member of the Company will contribute such amount as may be required not exceeding £1 to the assets of the Company, for payment of the Company's debts and liabilities accrued before the member ceases to be a member, and of the costs and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
8. This clause applies on the winding up or dissolution of the Company. If there is any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied, it must not be paid or transferred to any or all of the members of the Company. Instead it must be paid or transferred to such companies, organisations or institutions that exist for purposes similar to the Objects, each of which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are at least as restrictive as those in this Memorandum of Association, as nominated as follows. The companies, organisations or institutions will be nominated by the directors of the Company and approved by the members of the Company at or before the winding up or dissolution. If the directors are unable to identify any similar companies, organisations or institutions then they may pay or transfer the surplus to any charity or charities with the consent of the members given in a general meeting.
9. Expressions defined in the Articles of Association have the same meanings in this Memorandum of Association.

We, the persons whose names are written below, wish to be formed into a Company under this Memorandum of Association.

Signed _____ Dated _____

Duncan Heenan of Dolphins House, Boxers Lane, Niton, Isle of Wight . PO38 2BH.

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Witnessed by _____
Name & address of witness:

Signed. _____ Dated _____
Mr. John Andrew Paine, of Flat 19, Charles Ponsonby House, Osberton Road, Oxford,
OX2 7PQ.

Witnessed by _____
Name & address of witness

Signed. _____ Dated _____
Dr. Richard Alan Burnham, of 4 Roundway, Shrewsbury, Shropshire SY3 7TG.

Witnessed by _____
Name & address of witness

Memorandum & Articles of Association

THE COMPANIES ACTS 1985 & 1989

A COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

NATURISTS LIMITED

INTERPRETATION

1. In these Articles:

“the Act” means the Companies Act 1985 or any statutory re-enactment or modification of it;

“AGM” means an annual General Meeting of the Company;

“the Board” means the board of Directors of the Company, acting collectively;

“clear days” in relation to a period of notice means that period excluding the day on which the notice is given or is deemed to have been given, and the day for which the notice is given or on which it is to take effect;

“Director” means a director of the Company acting individually;

“Member” means a member of the Company except in articles 40–46;

“Memorandum” means the memorandum of association of the Company;

“Objects” means the objects of the Company as set out in the Memorandum from time to time

“Secretary” means any person appointed to perform the duties of the Secretary of the Company;

expressions referring to writing include references to printing, fax, e-mail and other methods of representing or reproducing words in a visible form;

unless the context otherwise requires, words or expressions contained in these Articles bear the meanings given to them in the Act;

references in these Articles to ‘he’ or ‘him’ include male and female individuals and corporations.

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ADMISSION OF MEMBERS

2. The company must keep a register of members as required by the Act. The members are:

2.1. the subscribers to the Memorandum and Articles of Association;

2.2. the Directors; and

2.3. individuals or organisations who apply for admission, are admitted as members by the Board, and, (if stated in the application for membership) pay a subscription. Every application for membership must be in one of the forms set out in Article 48 and/or another form approved by the Board. At the next meeting of the Board (or any committee of the Board established for the purposes of considering applications for admission) after the receipt of any application for membership, the application must be considered by the Board (or committee) who must decide whether to admit or reject the applicant or to defer a decision. The Directors are not required to give reasons for their decision.

RETIREMENT OF MEMBERS

3. A member will cease to be a member:

3.1. if he resigns by giving notice to the Company or the Club;

3.2. if an individual upon death, or a corporation upon winding up;

3.4. in any case, if any subscription or membership fee due to the Company or to the Club remains outstanding for more than one month; or

3.5. if he is removed from the membership in accordance with any Rule established from time to time pursuant to Article 47.

No member of the Company is entitled to any refund of subscription or membership fee on ceasing to be a member for any reason. Membership of the Company is not transferable.

GENERAL MEETINGS

4. The Company must hold a general meeting in each year as its AGM, in addition to any other meetings held in that year. The interval between the date of one AGM and the date of the next must not be more than 15 months. The Board will choose the time and place of the AGM. All general meetings of the Company other than AGMs are called Extraordinary General Meetings.

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5. The Board may call a general meeting at any time; and must call a general meeting if it receives a requisition by the members of the Company in accordance with the Act, or if it receives a written request from not less than one hundred members or 25% of the members (whichever is the greater) stating the reason in which case the meeting must be convened within twenty eight days of receiving the request.
6. An AGM shall be called by at least 42 clear days notice. A meeting called for the passing of a special resolution must be called by at least 14 clear days' notice, and all other general meetings must be called by at least 14 clear days' notice. A meeting of the Company may be called by shorter notice if it is so agreed:
 - 6.1. in the case of an AGM, by at least 75% the members entitled to attend and vote at that meeting; and
 - 6.2. in the case of any other meeting, by members holding at least 75% of the total voting rights at that meeting of all the members.
7. The notice must specify the place, date and time of the meeting, and the general nature of all items of the business to be transacted; and must, in the case of an AGM, specify the meeting as an AGM and give the names of any Directors and Secretary who are willing to stand for re-election, and call for nominations for appointments as Director or Secretary from members. The text of all special, extraordinary and elective resolutions to be proposed at the meeting must be set out in the notice.
8. Notice must be given to the members of the Company, to the Directors, and to the auditors; but if anyone entitled to receive notice does not receive it, this does not invalidate the proceedings at the meeting if the failure to notify was accidental.

PROCEEDINGS AT GENERAL MEETINGS

9. A general meeting is not valid unless a quorum of members of the Company is present or represented by proxy throughout the meeting; the quorum is ten percent of the members of the Company including proxies, or two members of the Company present in person (whichever is the greater) .
10. If a quorum is not present within half an hour after the time set for the meeting, the meeting is automatically adjourned to the same day in the next week, at the same time and place, or to another day, time and place decided by the Board.
11. The Chairman of the Board will preside as Chairman of every General Meeting of the Company. If there is no Chairman of the Board, or if he is not present within fifteen minutes after the time appointed set for the meeting, or is unwilling to act, those Directors present at the meeting must elect one of themselves to be Chairman of the meeting.

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12. If at any general meeting no Director is willing to act as Chairman, or if no Director is present within fifteen minutes after the time set for the meeting, the members of the Company present must choose one of themselves to be Chairman of the meeting.

13. The Chairman may adjourn the meeting with the consent of any quorate meeting (and must if required by a simple majority of the members present at the meeting), but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. No notice is required of an adjourned meeting unless the meeting is adjourned for 30 days or more, in which case notice must be given as in the case of the original meeting.

14. At any general meeting, except as stated in Article 25 for the election of Directors and Secretary, a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is demanded (before or on the declaration of the result of the show of hands). Subject to the Act, a poll may be demanded:

14.1. by the Chairman; or

14.2. by not less than 25% of the members present in person at the meeting.

15. Unless a poll is demanded, a declaration by the Chairman that a resolution has been carried or lost on a show of hands, whether unanimously or by a particular majority, and an entry to that effect in the minutes, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

16. The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chairman. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll is made.

17. Except as provided in Article 18, if a poll is demanded it may be taken in such manner as the Chairman directs but the Chairman has no authority in exercising this power to extend the poll to members of the Company who are not present at the meeting in question. The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.

18. A poll demanded on the election of a Chairman, or on a question of adjournment of a meeting, must be taken immediately. A poll demanded on any other question may be taken at such time as the Chairman directs. If there is an interval before the time for closing the poll, the meeting may deal with any business other than the business being determined by poll.

VOTES OF MEMBERS

19.

19.1 Every member of the Company whose name is entered in the Company's register of members has one vote at every general meeting. Except for the election of

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Directors or Secretary as stated in Articles 24 and 25, a resolution proposed at any general meeting will be approved if at least one half of the votes cast at the meeting are in favour of the resolution, except where the Act or these Articles prescribes a different majority.

19.2 Members entitled to vote at a meeting may propose motions to the meeting, but any such motion may only be tabled at the meeting if a notice of the motion is received in writing by the Company at least 14 clear days before the meeting, containing the text of the motion and executed by a member proposing the motion and a member seconding the motion and both the member proposing the motion and the member seconding a motion are both present in person at the meeting or are represented as allowed under articles 21 and 22.

19.3 Motions which have been properly tabled at a meeting may be amended at the meeting by a simple majority but not so as to alter the fundamental subject of the motion and not so as to allow the tabling of a motion which would otherwise be not be allowed under the Articles. The Chairman's decision in this matter is final.

PROXIES AND REPRESENTATIVES

20. Proxy voting is allowed. To be valid, a proxy must be properly lodged with the Secretary at least 7 clear days before the meeting, and must be signed by the member issuing the proxy. Electronic proxies are not permitted.

21. A vote may be cast by a member's representative in person under power of attorney, in which case that signed power of attorney, or a copy of that power certified by a solicitor must be deposited at the registered office of the Company, or at another place within the United Kingdom specified for that purpose in the notice convening the meeting, not less than 48 hours before the time set for the meeting or adjourned meeting in question; or, in the case of a poll, not less than twenty four hours before the time appointed for the taking of the poll.

22. A vote may be cast on behalf of a member who is an organisation by an authorised representative of that organisation attending the meeting in person. The Chairman's decision shall be final as to whether a representative of a member which is an organisation is properly authorised for the purpose. Members who are organisations shall give at least 14 days' notice to the Company of voting by representative, without which that member's vote will not be valid .

DIRECTORS AND SECRETARY

23. The first Directors of the Company are those named in the statement submitted to the registrar of companies on incorporation of the Company. At the first AGM, all the Directors and Secretary must retire from office unless the members of the Company do not appoint or re-appoint at least one Director at that meeting in which case they will all remain in office. At every subsequent AGM all the Directors and Secretary then in office must retire. A Director or Secretary who retires is eligible for reappointment if he is willing to continue to act as Director or Secretary.

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24. The Company shall have a Company Secretary who shall be elected annually at the AGM. If there is no Secretary capable of acting, anything required or authorised to be done by or to the Company Secretary may be done by any Director authorised generally, or specially for that purpose, by the Board. The Secretary may be a Director but is not required to be.

25.

25.1 The board shall consist of at least a Chairman, a Vice-Chairman a Treasurer and Secretary. Elections for Directors and the Secretary shall state for which post they are standing. A member may stand for election to more than one position, but if he is elected to more than one position, he must immediately relinquish all but one elected position of his choosing, and another election shall be held for the positions he has so relinquished.

25.2 A Director may hold the post of Chairman, Vice-chairman or Treasurer for no more than five years continuously at the end of which he shall retire from that post and shall not be eligible for it until the expiration of at least one year from such retirement. A Director so retiring shall be eligible for election to another post, or as a Director not holding such post.

25.3 The Secretary may hold that post for no more than five years continuously at the end of which he shall retire from that post and shall not be eligible for it until the expiration of at least one year from such retirement. A Secretary so retiring shall be eligible for election as a Director holding another post, or as a Director not holding a specified post.

25.4 Elections for Directors and Secretary at any General Meeting shall be carried out by a secret ballot, allowing members to vote for, against or abstain for each member standing for office. Candidates shall be voted in to office, only if the positive votes outnumbered the negative ones (abstentions not counting either way). If any position is contested, the candidate with the greatest number of positive over negative votes shall be elected (abstentions not counting). In the event of a tie, a second vote should be taken. In the event of a second tie the Chairman shall have a casting vote, unless the position in question is that of the Chairman, in which case the casting vote shall belong to the Vice Chairman if any. If all candidates fail to gain more positive votes than negative votes, the members shall elect the Board on a simple majority voting system which they shall approve in general meeting prior to using it.

26. No person other than a Director retiring may be appointed or re-appointed as a Director or Secretary at any general meeting unless he is a member of the company, and at least 14 clear days before the date appointed for the meeting, notice executed by a member of the Company qualified to vote at the meeting and seconded by another member also qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment, together with notice executed by that person of his willingness to be appointed or re-appointed.

27. The Company may by ordinary resolution appoint as a Director or Secretary a member who is willing to act, either to fill a vacancy or as an additional Director.

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28. The Board may co-opt as a Director or Secretary a member who is willing to act, either to fill a vacancy or as an additional Director. A Director or Secretary co-opted by the Board under this Article will hold office only until the next following AGM. If a co-opted Director is not re-appointed at that AGM, he will automatically vacate office at the end of the meeting.

29. A technical defect in the appointment of a Director does not invalidate a decision taken at a Board meeting if the Directors present were not aware of the defect at the time of the meeting.

30. A Director or Secretary will cease to be a Director or Secretary:

30.1 if he retires at the AGM and is not re-elected,

30.2. if he resigns his directorship or secretarial office by giving notice to the Company;

30.3. upon death, or if he becomes bankrupt or makes any arrangement with his creditors, or becomes of unsound mind, or is convicted of an indictable offence for which he is sentenced to a term of imprisonment;

30.4. if he is removed by a simple majority of the members of the Company, following the procedure laid down in Section 303 of the Act; or

30.5. if he ceases to be a member.

30.6. if he is disqualified under the Company Directors Disqualification Act 1986 or otherwise.

31. The Board has control over all the affairs and property of the Company, and may exercise all the powers of the Company, except as otherwise provided by the Memorandum of Association of the Company and these Articles, or by any Rules made pursuant to Article 45. Every Director has one vote at a Board meeting.

32. A Director may call a Board meeting at any time and the Secretary must call a Board meeting if requested to do so by a Director. The Board may convene and regulate its meetings as it thinks fit. Questions arising at any Board meeting will be decided by a majority of votes.

33. A Board meeting is not valid unless a quorum is present throughout the meeting. The quorum is one Director if there is a sole Director in office, but otherwise is one half of the Directors then holding office or two Directors (whichever is the greater). The Chairman or Vice-chairman or Secretary must be present for a meeting to be quorate notwithstanding the remainder of this article.

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34. The Chairman of the Board will preside at every Board meeting. If at any Board meeting the Chairman is not present within fifteen minutes after the time set for the start of the meeting, the Directors present may choose one of their number to be Chairman of the meeting. In the case of an equality of votes on any question the Chairman has a second or casting vote.

35. The Board may delegate any of its powers to a managing director and to committees consisting of such Directors, members of the Company and others as it thinks fit: in the exercise of the delegated powers, any managing director or committee must conform to any regulations which may be imposed by the Directors or by Rules made under Article 45.

BENEFITS TO DIRECTORS

36. The Directors are entitled to receive such remuneration, expenses, and other benefits as the members may determine in a General Meeting.

SEAL

37. The Company is not required to have a common seal. If the Company has a common seal, it may only be used by the authority of the Board. Every document bearing an impression of the common seal must be signed by a Director, and countersigned by the Secretary or by a second Director.

NOTICES, MEETINGS AND RESOLUTIONS

38. The following Articles 39 to 47 apply to meetings and resolutions of, and notices given to, the Board, committees of the Board, and the Company in general meeting; and “member” means a Director, committee member or a member of the Company in general meeting of a member of the Club as the context requires.

39. Any notice to be given under these Articles must be in writing. The Company may give any notice to a member by handing it to him personally, or by sending it by post (airmail in the case of overseas members who have given no address for service within the United Kingdom) in a prepaid envelope addressed to the member at the address shown in the Company’s register of members, or by leaving it at that address. Where the member has given to the Company a fax number or e-mail address to which notices may be sent electronically, the Company may give a valid notice by means of fax or e-mail.

40. A member present in person at any meeting is taken to have received notice of the meeting and, where necessary, of the purposes for which it was called.

41. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given to a postal address. Electronic confirmation of receipt shall be conclusive evidence that a notice was given to a facsimile number or e-mail address. A notice is deemed to be given at the

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expiration of 48 hours after it was handed to the member, posted or (as the case may be) transmitted by fax or e-mail.

42. Subject to the provisions of the Act (and in particular in the case of a resolution of the members of the Company, to any requirement to submit the proposed resolution to the auditors), a resolution in writing signed by all the members entitled to attend and vote at a meeting is as valid and effective as if it had been passed at a meeting properly convened and held. Any resolution in writing may consist of two or more documents in similar form, each signed by one or more members. Digital signatures and faxed signatures will suffice for the purpose of this Article.

43. The Chairman of a meeting may in his sole discretion allow a member entitled to attend and vote at a meeting to participate by means of a telephone conference or other facility enabling all people participating in the meeting to hear each other; and participation in a meeting in this manner is taken to be presence in person at the meeting.

44. The Secretary or a Director must take minutes of proceedings at all meetings, and the minutes must be authenticated and kept in accordance with the requirements of the Act.

RULES

45. The Directors may establish Rules for any purposes required from time to time for the effective operation of the Company or the furtherance of the Objects, including the levying of annual subscriptions or membership fees; provided that if there is a conflict between the terms of these Articles or the Memorandum of Association of the Company and any Rules established under this Article, the terms of the Memorandum and Articles will prevail.

INDEMNITY

46. Subject to the Act, but without affecting any indemnity to which he may otherwise be entitled, every Director and every officer of the Company, will be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, alleging liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and in which judgment is given in his favour, or in which he is acquitted, or in connection with any application in which relief is granted to him by the Court.

47. Subject to the Act, the Company may purchase and maintain for any Director or for any officer of the Company, insurance cover against any liability which may attach to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Company, and against all costs, charges, losses, expenses and liabilities incurred by him and for which he is entitled to be indemnified by the Company under Article 45.

FORMS

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48. The forms of the application for membership referred to in Article 2 are as follows.

In the case of an individual:

To the Board of NATURISTS Limited

I, *[name]*
of *[address]*

wish to become a member of NATURISTS Limited, subject to the provisions of the Memorandum and Articles of Association of the Company and to the Rules. I agree to pay to the company an amount of up to £1 if the company is wound up while I am a member or for up to 12 months after I have left the Company. I agree to pay a subscription of *[amount]* on *[date]*, and to pay any membership fee levied in accordance with the Company's Rules.

Signature:

Date:

In the case of an organisation:

To the Board of NATURISTS Limited

[name of Organisation] whose registered office/principal place of business is at *[address of registered office/principal place of business]* applies for membership of NATURISTS Limited, subject to the provisions of the Memorandum and Articles of Association of the Company and to the Rules. It agrees to pay to the company an amount of up to £1 if the company is wound up while it is a member or for up to 12 months after it has left the Company. It agrees to pay a subscription of *[amount]* on *[date]*, and to pay any membership fee levied in accordance with the Company's Rules.

Authorised

Signature:

Name:

Position:

Date:

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We, the persons whose names are written below, wish to be formed into a Company under these Articles of Association:

Signed. _____ Dated _____

Duncan Heenan of Dolphins House, Boxers Lane, Niton, Isle of Wight . PO38 2BH.

Witnessed by _____

Name & address of witness:

Signed. _____ Dated _____

Mr. John Andrew Paine, of Flat 19, Charles Ponsonby House, Osberton Road, Oxford, OX2 7PQ.

Witnessed by _____

Name & address of witness

Signed. _____ Dated _____

Dr. Richard Alan Burnham, of 4 Roundway, Shrewsbury, Shropshire SY3 7TG.

Witnessed by _____

Name & address of witness