

**THE COMPANIES ACTS 1985 & 1989**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**THE NATIONAL ASSOCIATION OF HEALTH STORES**

**t/a Health Stores UK**

**("the Company")**

**INTERPRETATION**

1. In these Articles and the Memorandum:

**"the Act"** means the Companies Act 1985 or any statutory re-enactment or modification of it;

**"Administration Charge(s)"** means the miscellaneous charges to be paid by Associate Members as determined by the Council from time to time.

**"AGM"** means an annual General Meeting of the Company;

**"Associate Member"** means any individual or organisation whom the Council in its discretion admits into associate membership and who pays a Subscription Fee;

**"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;

**"the Council"** means the board of Directors of the Company, acting collectively;

**"Director"** means a director of the Company acting individually;

“Health Food Store” means a retail outlet, trading from a fixed premises in the United Kingdom, which offers a range of health foods, food supplements, natural herbal and homeopathic remedies and other related items aimed at maintaining the health of consumers and the health of the planet and that educates consumers and provide information on holistic health care ; Also providing predominately vegetarian / vegan produce and advocating organic and fair-trade products where possible.

“Health Food(s)” means those which either exist in their natural state or, if manufacturing processes have to be carried out to produce the end product where any such processing is kept to a minimum and preserves or enhances the nutritive properties of such foods or those where processing may lead to a reduction in nutritive value or change the chemical structure of such foodstuffs but where manufacturers ensure that no substances detrimental to health exist in the finished foodstuff;

“Member” means a Member of the Company within the meaning of section 22 of the Act and “Membership” shall be construed accordingly;

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

“Objects” means the objects of the Company as set out in clause 3 of the Memorandum from time to time;

“Rules” means any rules or byelaws made by the Council pursuant to Article 64 as from time to time amended, modified or replaced;

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

“Subscription Fee(s)” means the annual fees to be paid by Associate Members as determined by the Council from time to time;

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.

## **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 Council, 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 68 or another form approved by the Council. At the next meeting of the Council (or any committee of the Council established for the purposes of considering applications for admission) after the receipt of any application for Membership, the application must be considered by the Council (or committee) who must decide whether to admit or reject the applicant. The Council are not required to give reasons for their decision.

3.

Admission of new members will only be considered on the following basis in regard to the associations' anti competition rules and its obligations to protect all existing members

### **Membership in urban area / town, up to 40,00 population:**

- Membership is limited to, 1 member per town/city (up to a population of 40,000) unless:
- Existing member has been contacted and happy for applying member to join.

### **Membership in urban area, over 40,000 population:**

- Applying member must be at least 1km from existing member unless:
- Existing member has been contacted and happy for applying member to join.

Each application for membership will be assessed prior to acceptance. The association reserves the right to change the criteria. Existing members will take priority and be consulted on the decision.

The association reserves the right to change the criteria as applicable.

## **RETIREMENT OF MEMBERS**

3. A Member will cease to be a Member:
  - 3.1. if he resigns by giving one (1) month's notice in writing to the Secretary of the Company;
  - 3.2. if an individual, upon death, if he/she becomes of unsound mind, or is convicted of any indictable offence for which he is sentenced to a term of imprisonment.
  - 3.3. if he/she shall become bankrupt or make any arrangement or composition with his/her creditors generally;
  - 3.4. if, being a corporation, it shall go into liquidation, whether voluntary or compulsory, or otherwise be dissolved;
  - 3.5. if, being a partnership, such partnership shall be dissolved whether by agreement or by operation of the law;
  - 3.6. if a resolution of the Company shall be passed in General Meeting determining that his Membership shall cease;
  - 3.7. if having become a Member by reason of her appointment as a Director, he then ceases to be a Director.

## **ADMISSION OF ASSOCIATE MEMBERS**

4. An Associate Member shall not be a Member within the meaning of section 22 of the Act and shall have no rights or privileges except as provided in any Rules. No Associate Member shall be entitled to have his name entered on the register of Members of the Company.
5. The Council will from time to time determine the process and form for application for Associate Membership by individuals and/or organisations from time to time.
6. No person or organisation shall be admitted as an Associate Member unless he shall deliver to the Company an application for Associate Membership in such form (accompanied by such information documents and Subscription Fee) as the Council shall require.

7. The Directors shall have an absolute discretion in determining whether to accept or reject any application for Associate Membership and shall not be bound to assign any reason for their decision.
8. Associate Members shall be divided into such categories as may be determined by the Council from time to time.
9. An organisation or company on being accepted into Associate Membership shall nominate a director or partner to act as a representative of said firm or company in its dealings with the Company.

#### **SUBSCRIPTION FEES AND ADMINISTRATION CHARGES**

10. All Subscription Fees and Administration Charges shall be determined by the Council from time to time.

#### **RETIREMENT OF ASSOCIATE MEMBERS**

11. An Associate Member will cease to be an Associate Member:
  - 11.1 upon the Associate Member giving at least one (1) month's notice in writing to the Council (subject to all Subscription Fees payable by that Associate Member being paid);
  - 11.2 if any Subscription Fee due to the Company from the Associate Member remains outstanding for more than one month following notification from the Council that his Subscription Fees are over one month overdue;
  - 11.3 if an individual, upon death, if he/she becomes of unsound mind, or is convicted of any indictable offence for which he is sentenced to a term of imprisonment;
  - 11.4 if he/she shall become bankrupt or make any arrangement or composition with his/her creditors generally;
  - 11.5 If being a corporation it goes into liquidation, whether voluntary or compulsory, or otherwise be dissolved;
  - 11.6 If, being a partnership, such partnership shall be dissolved whether by agreement or by operation of the law.

12. If any Associate Member shall cease to be an Associate Member in accordance with Article 2 above, he shall be eligible for re-admission as a member upon payment of all unpaid Subscription Fees including the sum he would have paid if his Associate Membership had not ceased up to the date of re-admission subject to the approval of the Council.
13. The Council may at any time at any meeting of the Council determine that any Associate Member:
  - 13.1 being in breach of any provision of these Articles or any Rules; or
  - 13.2 whose continued Associate Membership will in their opinion be prejudicial to the interests of the Companyshall be suspended as an Associate Member. Written notification of suspension shall be provided by the Council to the Associate Member who shall have fourteen (14) days to appeal the suspension in person or in writing.
14. The Council shall, where possible, consider the appeal within fourteen (14) clear days of its receipt by the Secretary and shall notify the Associate Member of the outcome of the appeal (being the removal of the suspension or expulsion of the Associate Member) in writing.
15. Any Associate Member expelled shall have a further right to appeal against his expulsion, such appeal to be heard at the next General Meeting of the Company.
16. During any period of suspension the Associate Member shall retain all rights and privileges conferred by Associate Membership but these shall be withdrawn with immediate effect if the Company in General Meeting upholds the expulsion
17. If the resolution at the next General Meeting finds in favour of the Associate Member and the decision of the Council is overturned, he shall be reinstated as a Associate Member with immediate effect.
18. Any Associate Member that is expelled shall automatically cease to be an Associate Member and shall not be eligible for re-admission as an Associate Member unless so determined by the Council.
19. No Associate Member is entitled to any refund of any Subscription Fees or Administrative Charges paid in advance on ceasing to be an Associate Member for any reason.

#### **ANNUAL GENERAL MEETINGS AND GENERAL MEETINGS**

20. 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 less than nine (9) months or more than fifteen (15) months. The Council will choose the time and place of the AGM. All general meetings of the Company other than AGMs are called Extraordinary General Meetings.
21. The Council may call a general meeting at any time; and must call a general meeting if it receives a requisition by the Members in accordance with the Act.
22. An AGM and a meeting called for the passing of a special resolution must be called by at least 42 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:
  - 22.1. in the case of an AGM, by all the Members;
  - 22.2. in the case of any other meeting, by Members holding at least 95% of the total voting rights at that meeting of all the Members.
23. 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. The text of all special, extraordinary and elective resolutions to be proposed at the meeting must be set out in the notice.
24. Notice must be given to the Members to the Council 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**

26. A general meeting is not valid unless a quorum of Members is present throughout the meeting; the quorum is one third of the Members present in person or by proxy.
27. 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 Council.
28. The Chairman of the Council will preside as Chairman of every general meeting of the Company. If there is no Chairman of the Council, 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.

29. 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 present must choose one of themselves to be Chairman of the meeting.
30. 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.
31. At any general meeting, 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:
  - 31.1. by the Chairman; or
  - 31.2. by at least two Members present in person or by proxy; or
  - 31.3. by any Member or Members present in person or by proxy and representing not less than 10% of the total voting rights of all the Members having the right to vote at the meeting.
32. 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.
33. 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.
34. 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.



35. 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**

36. Every Member whose name is entered in the Company's register of Members has one vote at every general meeting. 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.

### **PROXIES AND REPRESENTATIVES**

37. A Member may appoint a proxy to attend general meetings in his place and to vote on a poll. The proxy form must be in writing in the form set out in Article 68 (one-way proxy form) or Article 69 (two-way proxy form) or as near to one of those forms as possible, and signed by the Member or by another person under a power of attorney granted by a Member. In the case of a Member which is a company, the proxy form must be in writing and signed by two directors or a director and the secretary of that company. A proxy need not be a Member.
38. The proxy form (and the power of attorney, if any, under which it is signed, 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. If this Article is not complied with the proxy form is invalid.
39. A vote given or poll demanded by a proxy for a Member, or by the authorised representative of a Member which is an organisation remains valid despite the previous revocation of the authority of proxy or representative unless notice of revocation was received by the Company at its registered office before the start of the meeting or adjourned meeting in question.

### **DIRECTORS**

40. 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 must retire from office unless the Members 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, one third or if their number is not three or a multiple of three the number nearest to one third of the

Directors shall retire from office. A Director who retires by rotation is eligible for reappointment if he is willing to continue to act as Director.

41. The Directors to retire by rotation are those who have been longest in office since their last appointment or re-appointment; but as between Directors who were last appointed or re-appointed on the same day, the Council must draw lots to determine who is to retire, unless the Directors in question agree the order of retirement among themselves.
42. If the Members do not fill the vacancy left by a Director who retires by rotation the retiring Director will, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Director is put to the meeting and lost.
43. No person other than a Director retiring by rotation may be appointed or re-appointed as a Director at any general meeting unless:
  - 43.1. he is recommended by the Directors;
44. A notice of a general meeting of the Company must include the name of any person (other than a Director retiring by rotation at the meeting) who is recommended by the Council for appointment or re-appointment as a Director at the meeting.
45. The Company may by ordinary resolution appoint as a Director a person who is willing to act, either to fill a vacancy or as an additional Director; and may also determine the order of rotation of any additional Directors.
46. The Council may co-opt as a Director a person who is willing to act, either to fill a vacancy or as an additional Director. A Director co-opted by the Council under this Article will hold office only until the next following AGM, and will not be taken into account in determining the Directors who are to retire by rotation at that meeting. If a co-opted Director is not re-appointed at that AGM, he will automatically vacate office at the end of the meeting.
47. A technical defect in the appointment of a Director does not invalidate a decision taken at a Council meeting if the Directors present were not aware of the defect at the time of the meeting.
48. A Director will cease to be a Director:
  - 48.1. if he resigns his directorship by giving notice to the Company;

- 48.2. 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;
- 48.3. 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;
- 48.4. if he is disqualified under the Company Directors Disqualification Act 1986 or otherwise; or
- 48.5 as otherwise decided by the Council from time to time.
49. The Council 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 65. Every Director has one vote at a Council meeting.
50. A Director may call a Council meeting at any time and the Secretary must call a Council meeting if requested to do so by a Director. The Council may convene and regulate its meetings as it thinks fit. Questions arising at any Council meeting will be decided by a majority of votes.
51. A Council 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 four Directors (whichever is the greater).
52. The Chairman of the Council will preside at every Council meeting. If at any Council meeting the Chairman is not present within fifteen minutes after the time set for the start of the meeting, the Directors present must 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.
53. The Council may delegate any of its powers to a managing director and to committees consisting of such Directors or Members 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 64.

## **BENEFITS TO DIRECTORS**

54. The Directors are entitled to receive such remuneration, expenses, and other benefits as the Council determines.

### **SECRETARY**

55. The Company must have a Secretary who will be appointed by the Council on whatever terms the Council thinks fit. If there is no Secretary capable of acting, anything required or authorised to be done by or to the Secretary may be done by any Director authorised generally, or specially for that purpose, by the Council.

### **SEAL**

56. 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 Council. 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**

57. The following Articles 58 to 63 apply to meetings and resolutions of, and notices given to, the Council, committees of the Council, and the Company in general meeting; and “member” means a Director, committee member or a Member in general meeting as the context requires.
58. 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.
59. 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.
60. 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 expiration of 48 hours after it was handed to the member, posted or (as the case may be) transmitted by fax or e-mail.

61. 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.
62. A member entitled to attend and vote at a meeting may 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.
63. 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**

64. 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**

65. 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.
66. 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 66.

**FORMS**

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

In the case of an individual:

To the Council of The National Association of Health Stores

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

wish to become a member of The National Association of Health Stores, 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. *[(If appropriate:)]* 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 Council of The National Association of Health Stores

*[name of Organisation]* whose registered office/principal place of business is at *[address of registered office/principal place of business]* applies for membership of the National Association of Health Stores, 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. *[(If appropriate:)]* 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: .....

68. The one-way proxy form referred to in Article 38 is as follows:

To The National Association of Health Stores

I, *[name]*

of *[address]*

being a member of the above Company, appoint *[name of proxy]*

of *[address of proxy]*

or failing him/her *[name of alternative proxy]*

of *[address of alternative proxy]*

as my proxy to vote for me on my behalf at the General Meeting of the Company to be held on *[date]* and at any adjournment, and to join in any demand for a poll in accordance with the Articles.

Signed: .....

Date: .....

69. The two-way proxy form referred in Article 38 is as follows:

To The National Association of Health Stores

I, *[name]*

of *[address]*

being a member of the above Company, appoint *[name of proxy]*

of *[address of proxy]*

or failing him/her *[name of alternative proxy]*

of *[address of alternative proxy]*

as my proxy to vote for me on my behalf at the Annual/Extraordinary\* General Meeting of the Company to be held on *[date]* and at any adjournment, and to join in any demand for a poll in accordance with the Articles.

Signed: .....

Date: .....

This form is to be used \*in favour of/against the resolution.

Unless otherwise instructed, the proxy will vote as he/she thinks fit.

Delete as appropriate



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

---

**Signatures, Names and Addresses of Subscribers**

---

John James McKee  
24/8 Hammermen's Entry  
Edinburgh  
EH8 8PA

Robert Hughes  
Inglewood  
Fern Road  
Burnley  
BB11 4NN

Kathleen Anne Munroe  
13 Limavady Road  
Derry  
Londonderry  
Northern Ireland  
BT47 6JU

Azeem Noordin Walji Daya  
29 Arden Mhor  
Pinner  
Middlesex  
HA5 2HR

John Michael Bright  
3 Swinbrook Road  
Cartertown  
Oxon  
OX18 1DU

Marion Ann Allen  
The Coach House  
Kemnal Road  
Chislehurst  
BR7 6LT

Michael Lawrence Abrahams  
5 Hazelwood Court  
Sneyd Park  
Bristol  
BS9 1PU

*Witness name* .....

*Witness signature* .....

*Witness address* .....

.....

.....

*Witness Occupation* .....

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

---

**Signatures, Names and Addresses of Subscribers**

---

Michael Lawrence Abrahams  
5 Hazelwood Court  
Sneyd Park  
Bristol  
BS9 1PU

John James McKee  
24/8 Hammermen's Entry  
Edinburgh  
EH8 8PA

Robert Hughes  
Inglewood  
Fern Road  
Burnley  
BB11 4NN

Kathleen Anne Munroe  
13 Limavady Road  
Derry  
Londonderry  
Northern Ireland  
BT47 6JU

Azeem Noordin Walji Daya  
29 Arden Mhor  
Pinner  
Middlesex  
HA5 2HR

John Michael Bright  
3 Swinbrook Road  
Cartertown  
Oxon  
OX18 1DU

Marion Ann Allen  
The Coach House  
Kemnal Road  
Chislehurst  
BR7 6LT

*Witness name* .....

*Witness signature* .....

*Witness address* .....

.....

.....

*Witness Occupation* .....

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

---

**Signatures, Names and Addresses of Subscribers**

---

Michael Lawrence Abrahams  
5 Hazelwood Court  
Sneyd Park  
Bristol  
BS9 1PU

Marion Ann Allen  
The Coach House  
Kemnal Road  
Chislehurst  
BR7 6LT

John James McKee  
24/8 Hammermen's Entry  
Edinburgh  
EH8 8PA

Robert Hughes  
Inglewood  
Fern Road  
Burnley  
BB11 4NN

Kathleen Anne Munroe  
13 Limavady Road  
Derry  
Londonderry  
Northern Ireland  
BT47 6JU

Azeem Noordin Walji Daya  
29 Arden Mhor  
Pinner  
Middlesex  
HA5 2HR

John Michael Bright  
3 Swinbrook Road  
Cartertown  
Oxon  
OX18 1DU

*Witness name* .....

*Witness signature* .....

*Witness address* .....

.....

.....

*Witness Occupation* .....

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

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**Signatures, Names and Addresses of Subscribers**

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Michael Lawrence Abrahams  
5 Hazelwood Court  
Sneyd Park  
Bristol  
BS9 1PU

Marion Ann Allen  
The Coach House  
Kemnal Road  
Chislehurst  
BR7 6LT

John Michael Bright  
3 Swinbrook Road  
Cartertown  
Oxon  
OX18 1DU

John James McKee  
24/8 Hammermen's Entry  
Edinburgh  
EH8 8PA

Robert Hughes  
Inglewood  
Fern Road  
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BB11 4NN

Kathleen Anne Munroe  
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Derry  
Londonderry  
Northern Ireland  
BT47 6JU

Azeem Noordin Walji Daya  
29 Arden Mhor  
Pinner  
Middlesex  
HA5 2HR

*Witness name* .....

*Witness signature* .....

*Witness address* .....

.....

.....

*Witness Occupation* .....

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

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**Signatures, Names and Addresses of Subscribers**

---

Michael Lawrence Abrahams  
5 Hazelwood Court  
Sneyd Park  
Bristol  
BS9 1PU

Marion Ann Allen  
The Coach House  
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BR7 6LT

John Michael Bright  
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OX18 1DU

Azeem Noordin Walji Daya  
29 Arden Mhor  
Pinner  
Middlesex  
HA5 2HR

Kathleen Anne Munroe Thorne  
13 Limavady Road  
Derry  
Londonderry  
Northern Ireland  
BT47 6JU

John James McKee  
24/8 Hammern's Entry  
Edinburgh  
EH8 8PA

Robert Hughes  
Inglewood  
Fern Road  
Burnley  
BB11 4NN

*Witness name* .....

*Witness signature* .....

*Witness address* .....

.....

.....

*Witness Occupation* .....

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

---

**Signatures, Names and Addresses of Subscribers**

---

Michael Lawrence Abrahams  
5 Hazelwood Court  
Sneyd Park  
Bristol  
BS9 1PU

Marion Ann Allen  
The Coach House  
Kemnal Road  
Chislehurst  
BR7 6LT

John Michael Bright  
3 Swinbrook Road  
Cartertown  
Oxon  
OX18 1DU

Azeem Noordin Walji Daya  
29 Arden Mhor  
Pinner  
Middlesex  
HA5 2HR

Kathleen Anne Munroe Thorne  
13 Limavady Road  
Derry  
Londonderry  
Northern Ireland  
BT47 6JU

Robert Hughes  
Inglewood  
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