

ARTICLES OF ASSOCIATION OF

THE ROYAL LIFE SAVING SOCIETY - UK

INTERPRETATION

1. In these Articles:

- “the Act” means the Companies Act 2006
- “Branch” means a local unincorporated organisation or body corporate situate in any geographic area that may from time to time be designated by the Trustees as a Branch of the Royal Life Saving Society – UK having complied with certain criteria as determined from time to time by the Trustees
- “the Charity Commission” means the Charity Commission for England and Wales or any body which replaces it
- “Chief Executive” means the person appointed as Chief Executive of the Company under Article 21
- “the Company” means the company known as the Royal Life Saving Society – UK
- “Conflicted Trustee” means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Company, or has some separate interest or duty in a matter to be

decided, or in relation to information which is confidential to the Company

“Connected Person” means, in relation to a Trustee, a person with whom that Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights

“Deputy-President” means the person appointed as Deputy-President under Article 15

“Elected Trustee” means a Trustee appointed under Article 17

“Honorary Treasurer” means the person appointed as Honorary Treasurer under Article 16

“Legal Adviser” means the person appointed as Legal Adviser of the Company under Article 22

“Member” and “Membership” refer to Company Membership of the Company

“month” means a calendar month

“the Objects” means the objects of the Company as defined in Article 4

“President”	means the person appointed as President under Article 14
“the Secretary”	means any person appointed to perform the duties of a company secretary of the Company
“taxable trading”	means carrying on a trade or business in such a manner or on such a scale that some or all of the profits are subject to corporation tax
“Trustee”	means a director of the Company and “Trustees” means the members for the time being of the board of directors for the Company
“the United Kingdom National Branch”	means the Royal Life Saving Society – United Kingdom an unincorporated association forming the United Kingdom National Branch of the Royal Life Saving Society (a Company incorporated by Royal Charter)
“year”	means a calendar year.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including also references to printing, lithography, photography, telex and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

References to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa

Throughout these Articles “charitable” means charitable in accordance with the law of England and Wales provided that it will not include any purpose that is not charitable in accordance with Section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and Section 2 of the Charities Act (Northern Ireland) 2008.

The appointment of any person to an office for a term of three years as provided by any of these Articles shall if such appointment is made at an annual general meeting of the Company take effect as the appointment of such person to such office for a term expiring at the conclusion of the third annual general meeting of the Company held after (and not counting) the annual general meeting at which the appointment was made.

2. NAME

The name of the Company (hereinafter called “the Company”) is “The Royal Life Saving Society – UK”.

3. REGISTERED OFFICE

The registered office of the Company will be situated in England.

4. OBJECTS

4.1 The Objects of the Company are to advance health and save human lives by preventing drowning and in particular to:

- (a) promote education and training in:
 - (i) the saving of life from drowning;
 - (ii) the resuscitation of the apparently drowned;

- (iii) the techniques of resuscitation and first aid generally; and
- (iv) the skills of lifeguarding.

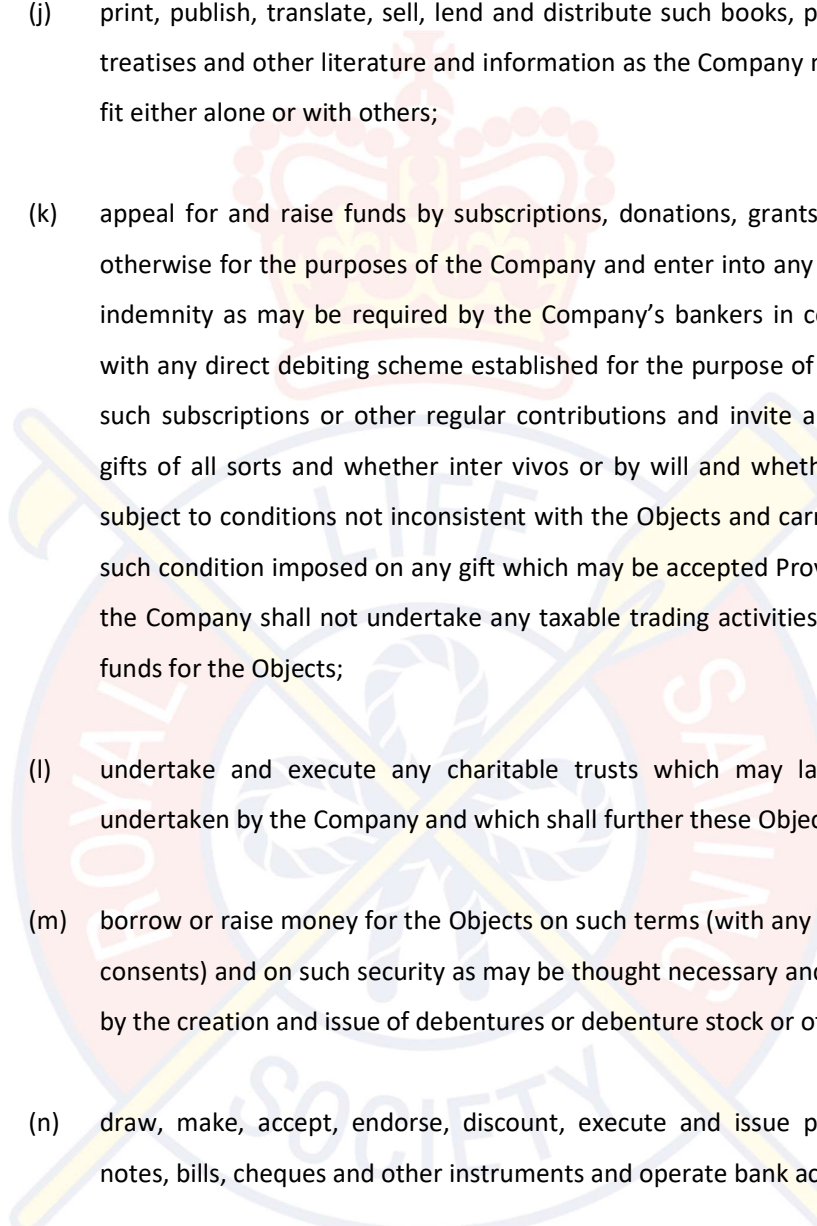
and

- (b) promote the sport of life saving.

5. POWERS

5.1 In furtherance of the Objects but not further or otherwise the Company may:

- (a) encourage the general adoption of swimming and life saving as a branch of instruction in schools and colleges;
- (b) encourage floating diving plunging and such other swimming arts as would be of assistance to a person endeavouring to save life from drowning;
- (c) encourage the use of lifeguards in all situations where their presence could assist in the prevention of death by drowning;
- (d) promote research into the development of aids to life saving and to publish the useful results of such research;
- (e) promote and arrange public lectures demonstrations and competitions and to form classes of instruction;
- (f) buy or otherwise acquire buildings or land or any estate or interest therein;
- (g) sell, let on lease or temporary exchange, mortgage or otherwise dispose of any buildings or land or any estate or interest therein;
- (h) repair, renovate, restore, build and generally maintain and develop any buildings or land;

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- (i) buy, hire, lease or otherwise acquire vehicles, furniture and other equipment and sell, lend, lease or otherwise dispose of any such vehicles, furniture or equipment;
 - (j) print, publish, translate, sell, lend and distribute such books, pamphlets, treatises and other literature and information as the Company may deem fit either alone or with others;
 - (k) appeal for and raise funds by subscriptions, donations, grants, loans or otherwise for the purposes of the Company and enter into any unlimited indemnity as may be required by the Company's bankers in connection with any direct debiting scheme established for the purpose of collecting such subscriptions or other regular contributions and invite and accept gifts of all sorts and whether inter vivos or by will and whether or not subject to conditions not inconsistent with the Objects and carry out any such condition imposed on any gift which may be accepted Provided that the Company shall not undertake any taxable trading activities in raising funds for the Objects;
 - (l) undertake and execute any charitable trusts which may lawfully be undertaken by the Company and which shall further these Objects;
 - (m) borrow or raise money for the Objects on such terms (with any necessary consents) and on such security as may be thought necessary and whether by the creation and issue of debentures or debenture stock or otherwise;
 - (n) draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and operate bank accounts;
 - (o) invest the monies of the Company not immediately required for its purposes in or upon any investments, securities or property as may be thought necessary, but so that monies subject to or representing property subject to the jurisdiction of the Charity Commission shall only be invested

in such securities and which such sanction (if any) as may for the time being be prescribed by law;

- (p) employ and pay any person or persons to supervise, organise or carry on the work of and to advise the Company;
- (q) engage either on its own behalf or with others in research or fact finding exercises and to publish the results thereof or secure such publication by others in any manner thought fit in order to further the Objects;
- (r) make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows, widowers and other dependants;
- (s) amalgamate with and purchase the whole or any part which may lawfully be acquired of the property and assets of any charitable companies, institutions, societies or associations having objects altogether or in part similar to those of the Company;
- (t) encourage the formation of local groups of Members and to facilitate their becoming affiliated to the Company;
- (u) pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- (v) acquire the assets of the Royal Life Saving Society – United Kingdom an unincorporated association forming the United Kingdom National Branch of the Royal Life Saving Society (incorporated by Royal Charter) and thereafter to the United Kingdom National Branch of the said Society;
- (w) provide advice and technical assistance to other bodies engaged in the provision of facilities to the public for swimming or other aquatic activity;

- (x) seek representation on or affiliation to international bodies concerned with the saving of life; and
- (y) do all such other lawful things as will further the Objects or any of them.

PROVIDED THAT:-

- (i) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in manner as allowed by law, having regard to such trusts.
- (ii) The Objects shall not extend to the regulation of relations between employees and employers or organisations of employees and organisations of employers.
- (iii) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commission the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law.

6. APPLICATION OF FUNDS

- 6.1 The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the Objects of the Company as set forth in these Articles of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Company and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration in money or money's worth from the Company

PROVIDED that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or

to any Member of the Company in return for any service actually rendered to the Company nor prevent the payment of usual professional or other charges to any Trustee being a solicitor or any other person engaged in any profession for work done by him or his firm when instructed by his co-members of the said Board so to act in that capacity on behalf of the Company, nor prevent the payment of interest at a rate per annum not exceeding 2 per cent less than the base rate prescribed for the time being by a major Clearing Bank or 3 per cent whichever is the greater on money lent or reasonable and proper rent for premises demised or let by any Member or Trustee to the Company nor prevent the repayment to any Trustee of reasonable out-of-pocket expenses nor prevent any payment to any Company of which a Trustee may be a member, and in which such Trustee shall not hold more than one hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of any such payment AND PROVIDED FURTHER that nothing herein shall prevent the payment of any premium in respect of any indemnity insurance to cover the liability of the Trustees 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 liability resulting from conduct which the Trustee concerned knew, or must be assumed to have known, was not in the best interests of the Company, or which the Trustee concerned did not care whether it was in the best interests of the Company or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees.

Conflicts of Interest or Loyalty

6.2 Subject to Clause 6.3 any Trustee who becomes a Conflicted Trustee in relation to any matter must:

- (a) declare the nature and extent of his or her interest before discussion begins on the matter;

- (b) withdraw from the meeting for that item after providing any information requested by the Trustees;
- (c) not be counted in the quorum for that part of the meeting; and
- (d) be absent during the vote and have no vote on the matter.

6.3 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee; to

- (a) continue to participate in discussions leading to the making of a decision and/or to vote; or
- (b) disclose to a third party information confidential to the Company; or
- (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Company; or
- (d) refrain from taking any step required to remove the conflict.

6.4 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Charity Commission.

7. LIABILITY OF MEMBERS

7.1 The liability of the Members is limited.

7.2 Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a Member or within one year after he ceases to be a Member for payment of the debts and

liabilities of the Company contracted before he ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

8. WINDING UP

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall, after due provision has been made for the continuance of any pensions or allowances to retired employees of the Company in accordance with any pension scheme for the time being in force at the date of liquidation, be given or transferred to some other charitable institution or institutions having objects similar to the Objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Article 6 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some other charitable object being an educational object as the members of the Company shall decide with the prior written approval of the Regulators.

9. ALTERATION

- 9.1 No alteration or addition shall be made to Article 4 or Article 8 of these Articles of Association without the prior consent in writing of the Charity Commission, the Office of the Scottish Charity Regulator (OSCR) and the Charities Regulator in the Republic of Ireland (collectively ‘the Regulators’).
- 9.2 The Company must ensure that the Regulators have copies of the most recent version of these Articles. If it is proposed to make any amendment to these Articles which requires the prior approval of the Regulators (or any of them), advance notice in writing

of the proposed changes must be given to each Regulator concerned for approval, and the amendment shall not take effect until such approval is received.

10. MEMBERS

- 10.1 The Company must maintain a register of Members.
- 10.2 Membership is open to any person interested in furthering the Objects and approved by the Trustees.
- 10.3 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 10.4 Membership is not transferable.
- 10.5 The Trustees may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed as “members”) and set out their respective rights and obligations (including payment of Membership Fees).
- 10.6 On admission to Membership Members will be notified of details of Branches local to them.
- 10.7 A person shall cease to be a Member:
 - (a) on delivering written notice of resignation to the Company;
 - (b) on failing to pay membership fees for a period of 3 months or more; or
 - (c) if the Trustees resolve to terminate his membership provided that he shall first have had reasonable opportunity to explain to the Trustees why he should not be removed.

11. MEMBERSHIP FEES

The Company may require Members to pay reasonable Membership fees to the Company.

12. GENERAL MEETINGS

12.1 Members are entitled to attend general meetings in person, via a video conference facility, or by proxy (but only if the appointment of a proxy is in writing and notified to the Company before the commencement of the meeting).

12.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) at least 28 clear days' written notice setting out the terms of the proposed special resolution.

12.3 There is a quorum at a general meeting if the number of Members present in person, via a video conference facility, or by proxy is at least 35 Members or one percent of Members for the time being, whichever is the greater.

12.4 The President for the time being is to Chair general meetings. If the President is not present within 15 minutes from the time of the general meeting or is unwilling to act then the Trustees must choose one of their number to chair the general meeting.

12.5 Except where otherwise provided by the Articles or the Act, every issue is decided by ordinary resolution.

12.6 Subject to Article 12.7, every Member present in person, via a video conference facility, or by proxy has one vote on each issue.

12.7 If there is an equality of votes then the chair of the general meeting is entitled to a second or casting vote.

12.8 Except where otherwise provided by the Articles or the Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.

12.9 The Charity shall hold an annual general meeting in any year.

12.10 At each annual general meeting the Members are to:

- (a) receive the accounts of the Charity for the previous financial year;
- (b) receive a written report on the Charity's activities;
- (c) be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
- (d) elect Trustees to fill the vacancies arising; and
- (e) appoint reporting accountants or auditors for the Charity.

12.11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from three or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

12.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution.

13. APPOINTMENT OF TRUSTEES

13.1 The Trustees shall comprise between 9 and 12 people made up as follows:

- (a) the President appointed under Article 14;
- (b) the Deputy-President elected under Article 15;
- (c) the Honorary Treasurer ; and

- (d) up to six Elected Trustees and
- (e) three Trustees appointed by the Board

The board may also fill a casual vacancy among the Elected Trustees under Article 17.4 providing that the total number of Elected Trustees must exceed the number of appointed Trustees by at least one.

13.2 A person shall not be appointed as a Trustee:-

- (a) unless he is 18 or over; or
- (b) if he would immediately cease to hold office under the Articles.

13.3 On or before the appointment of a person as a Trustee the person must confirm his consent to be appointed as a Trustee in whatever format the Trustees may require and provide the information necessary to register the person at Companies House as a director. The appointment of any person as a Trustee, who has not complied with the requirements of this Article 13.3 within one month of appointment, is to lapse unless the Trustees resolve that there is good cause for the delay.

13.4 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at the meeting.

14. THE PRESIDENT

14.1 When a vacancy arises for the office of President then the Deputy-President shall automatically assume the office.

14.2 If the Deputy President is unwilling to assume the office of President or if there is no Deputy-President for the time being then the Trustees shall determine the procedure for election to the office of President.

14.3 The term of office for the President shall be taken as near as possible to three years from the date of his appointment.

15. THE DEPUTY-PRESIDENT

15.1 The Deputy-President shall be elected to that office from amongst the Members.

15.2 The Trustees shall determine the procedure for election to the office of Deputy-President under Article 15.1.

15.3 The term of office for the Deputy-President shall be as near as possible to three years from the date of his appointment.

16. THE HONORARY TREASURER

16.1 The Trustees may from time to time appoint any person to the office of Honorary Treasurer.

16.2 The Honorary Treasurer need not be a Member and shall for so long as he remains Honorary Treasurer be an ex-officio Trustee.

17. GENERAL TRUSTEES

17.1 Subject to Article 13, the Members shall be entitled to elect up to six persons as Elected Trustees from amongst their number. The Trustees shall determine the procedure for election to the office of Elected Trustee.

17.2 The term of office for a Trustee shall be as near as possible to three years from the date of his appointment.

17.3 A Trustee (whether elected or appointed) may serve no more than three successive terms (or a total of nine years).

17.4 If there is a casual vacancy for an Elected Trustee then, subject to Article 13, the Trustees may appoint a person to serve as a Trustee for such period as determined by the Trustees.

18. RETIREMENT OR REMOVAL OF TRUSTEES

18.1 A Trustee shall cease to hold office if:-

- (a) he ceases to be a director under the Act or is prohibited by law from being a director or he is disqualified under the Charities Act from acting as a charity trustee;
- (b) he is incapable, whether mentally or physically, of managing his own affairs;
- (c) he is absent without notice from two consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- (d) he resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
- (e) he is removed by the Members at a general meeting under the Act;
- (f) he has not confirmed his consent to be appointed as Trustee in whatever form the Trustees may require within one month of his appointment and the Trustees resolve that he be removed;
- (g) his term of office comes to an end and he is not re-appointed; or
- (h) in the case of an Elected Trustee, if he ceases to be a Member.

19. TRUSTEES' PROCEEDINGS

19.1 The Trustees must hold at least two meetings each year.

19.2 A quorum at a meeting of the Trustees is three Trustees or one third of the Trustees for the time being (if greater).

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

19.4 The Trustees may appoint a Chair to chair Trustees' meetings and, if so, shall do using a structured recruitment process involving an Appointments Panel formed in accordance with criteria agreed by the Board of Trustees and chaired by the President. If the Chairman is unable or unwilling to do so some other Trustee chosen by the Trustees present shall preside at a Trustees' meeting.

19.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.

19.6 Every Trustee has one vote on each issue but, in case of equality of votes, the President has a second or casting vote.

19.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

20. TRUSTEES' POWERS

The Trustees have the following powers in the administration of the Company in their capacity as Trustees:

20.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Act;

20.2 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must

be a Trustee and all proceedings of committees must be reported promptly to the Trustees;

20.3 to make standing orders consistent with the Memorandum, the Articles and the Act to govern proceedings at general meetings;

20.4 to make rules consistent with the Memorandum, the Articles and the Act to govern their proceedings and proceedings of committees;

20.5 to make regulations consistent with the Memorandum, the Articles and the Act to govern the administration of the Company;

20.6 to establish procedures to assist the resolution of disputes or differences within the Company; and

20.7 to exercise in their capacity as Trustees any powers of the Company which are not reserved to the Members.

21. THE CHIEF EXECUTIVE

21.1 The Trustees may from time to time appoint any person to the office of Chief Executive for such period and on such terms (subject to the provisions of Article 6) as they think fit and subject to the terms of any agreement entered into in any particular case may revoke such appointment.

21.2 The Chief Executive need not be a Member and shall not while employed by the Company be entitled to be a Trustee.

22. THE LEGAL ADVISER

22.1 The Trustees may from time to time appoint a person to the office of Legal Adviser to the Company and also to determine his remuneration if any.

22.2 The Legal Adviser need not be a Member.

23. INDEMNITIES FOR OFFICERS AND EMPLOYEES

23.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee, President, Deputy-President, Chairman, Chief Executive, Honorary Treasurer, Legal Adviser, agent, auditor, Secretary and or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement 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 from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

23.2 The Trustees may arrange for the Company to provide indemnity insurances to cover the liability of the Trustees:

- (a) 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;
- (b) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986.

23.3 Any such insurance in the case of 23.2(a) shall not extend to:

- (a) any liability resulting from conduct which the Trustee knew, or must be assumed to have known, was not in the best interests of the Company, or which the Trustees did not care whether it was in the best interests of the Company or not;
- (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;

(c) any liability to pay a fine.

23.4 Any insurance in the case of 23.3(c) shall not extend to any liability to make such a contribution where the basis of the Trustees' liability is his knowledge prior to the insolvent liquidation of that Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

24. RECORDS AND ACCOUNTS

24.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of information required by law including:

- (a) annual returns;
- (b) annual reports; and
- (c) annual statements of account.

24.2 The Trustees must also keep records of:

- (a) all proceedings at meetings of the Trustees;
- (b) all resolutions in writing;
- (c) all reports of committees; and
- (d) all professional advice obtained.

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

24.4 A copy of the Company's Articles of Association and latest available statement of account must be supplied on request to any Member. Copies of the latest

accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Company's reasonable costs.

25. COMMUNICATIONS

25.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- (a) by hand;
- (b) by post;
- (c) by suitable electronic means; or

through publication in the Company's newsletter or on the Company's website.

25.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

25.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (a) 24 hours after being sent by electronic means posted on the Company's website or delivered by hand to the relevant address;
- (b) two clear days after being sent by first class post to that address;
- (c) three clear days after being sent by second class or overseas post to that address;
- (d) immediately on being handed to the recipient personally;
or, if earlier,
- (e) as soon as the recipient acknowledges actual receipt.

25.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.