

Company no. 6825798  
Charity no. 1128267

THE COMPANIES ACTS 1985, 1989 AND 2006

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COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

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MEMORANDUM OF ASSOCIATION

of

AGE UK

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Incorporated on 20 February 2009

TUESDAY



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30/08/2022

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COMPANIES HOUSE

FARRER&Co

THE COMPANIES ACTS 1985, 1989 AND 2006

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COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

---

MEMORANDUM OF ASSOCIATION

of

Age UK

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**1. Name**

- 1.1 The name of the company is Age UK.

**2. Registered Office**

- 2.1 The registered office of **the Charity** is to be in England and Wales.

**3. Objects**

The **Objects** of the Charity are to promote the following purposes for the benefit of the public and/or older people:

- 3.1 preventing or relieving the poverty of older people;
- 3.2 advancing education;
- 3.3 preventing or relieving sickness, disease or suffering in older people (whether emotional, mental or physical);
- 3.4 promoting equality and diversity;
- 3.5 promoting the human rights of older people in accordance with the Universal Declaration of Human Rights;
- 3.6 assisting older people in need by reason of ill-health, disability, financial hardship, social exclusion or other disadvantage; and
- 3.7 such other charitable purposes for the benefit of older people as the Trustees may from time to time decide

the outcome of this being the promotion of the well-being of older people.

#### **4. Powers**

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

- 4.1 to promote or carry out research;
- 4.2 to provide advice and other charitable services;
- 4.3 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences, broadcasts or courses of instruction;
- 4.4 to publish or distribute information in any format;
- 4.5 to co-operate with other bodies;
- 4.6 to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and/or permits;
- 4.7 to establish, participate in and/or support (financially or otherwise) groups, forums, associations, federations or organisations with purposes which are within the Objects;
- 4.8 to set up, make grants to, support or administer other charities and undertake and execute charitable trusts;
- 4.9 to raise funds (but not by means of **Taxable Trading**);
- 4.10 to accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.11 to borrow money and give security for loans (but only in accordance with the restrictions imposed by **the Charities Acts**);
- 4.12 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.13 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.14 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.15 to pay any rent and other outgoings and expenses and execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 4.16 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.17 to make grants or loans of money and to give guarantees;
- 4.18 to set aside funds for special purposes or as reserves against future expenditure;

- 4.19 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.20 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **Financial Expert**, unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.21 to delegate the management of investments to a financial expert, but only on terms that:
  - 4.21.1 require the Financial Expert to comply with the investment policy (and any revision of that policy) set down **in writing** for the financial expert by the Trustees;
  - 4.21.2 require the Financial Expert to report transactions to the Trustees at such interval as the Trustees consider appropriate;
  - 4.21.3 require the Financial Expert to review the performance of the investments with the Trustees regularly;
  - 4.21.4 entitle the Trustees to cancel the delegation arrangement at any time;
  - 4.21.5 require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a **year**;
  - 4.21.6 require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt;
  - 4.21.7 prohibit the Financial Expert from doing anything outside the powers of the Trustees;
- 4.22 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by the Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required;
- 4.23 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.24 to purchase insurance designed to indemnify the Trustees against any personal liability in respect of any negligence, default, breach of trust or breach of duty committed by them in their capacity as Charity Trustees provided that the terms of such insurance exclude the provision of indemnity for liability incurred:
  - 4.24.1 to pay a fine imposed in criminal proceedings,
  - 4.24.2 to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising),
  - 4.24.3 by a Trustee in defending criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him, or

- 4.24.4 by a Trustee, to the Charity, that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Charity or in the case of which he did not care whether it was in the interests of the Charity or not;
  - 4.25 subject to Clause 5, to employ paid or unpaid agents, staff or advisers;
  - 4.26 to provide and contribute to superannuation or pension funds for the employees and workers of the Charity or any of them or otherwise to make provision for such employees and workers, their widows and children;
  - 4.27 to enter into contracts to provide services to or on behalf of other bodies;
  - 4.28 to arrange for the amalgamation with, takeover of the Charity by or the acquisition of any charitable organisation (or part thereof) the purposes of which is in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated;
  - 4.29 to establish or acquire subsidiary companies to assist or act as agents for the Charity;
  - 4.30 to pay the reasonable and proper costs of forming and administering the Charity; and
  - 4.31 to do anything else within the law which the Trustees believe will promote or help to promote the Objects.
- 5. Benefits to company Members and Trustees**
- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the **Company Members** of the Charity but:
    - 5.1.1 Company Members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
    - 5.1.2 Company Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
    - 5.1.3 Company Members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
    - 5.1.4 individual Company Members and Trustees who are beneficiaries may receive charitable benefits in that capacity;
  - 5.2 A Trustee must not receive any payment of money or other **Material Benefit** (whether directly or indirectly) from the Charity except:
    - 5.2.1 as mentioned in Clauses 4.24 (Trustee insurance), 5.1.2 (loans), 5.1.3 (rent), 5.1.4 (as a Beneficiary) or 5.3 (contractual payments);
    - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) in accordance with the expenses policy of the Charity, actually incurred in running the Charity;
    - 5.2.3 an indemnity in respect of any liabilities **Properly Incurred** in running the Charity or otherwise to the extent permitted by the **Companies Acts**;

- 5.2.4 payment to any company in which a Trustee has no more than a 1% shareholding;
  - 5.2.5 in exceptional cases, other payments or benefits (but only with the prior **written approval of the Commission**).
- 5.3 Any Trustee (or any **person connected to a Trustee** whose remuneration might result in a Trustee obtaining a Material Benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:
- 5.3.1 the goods or services are actually required by the Charity;
  - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Clause 5.4;
  - 5.3.3 in any financial year, no more than one half of the Trustees are subject to such a contract (or have a person connected to them who is subject to such a contract).
- 5.4 Whenever a Trustee has a **Personal Interest** in a matter to be discussed at a meeting of the Trustees or a committee, the Trustee concerned must:
- 5.4.1 declare an interest before discussion begins on the matter;
  - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
  - 5.4.3 not be counted in the quorum for that part of the meeting;
  - 5.4.4 withdraw during the vote and have no vote on the matter.
- 5.5 If a conflict of interests arises for a Trustee because of a duty or loyalty owed to another organisation or person and the conflict is not allowed by virtue of any other provision in this **Memorandum** or the **Articles**, the unconflicted Trustees may allow such a conflict of interests to be tolerated provided that:
- 5.5.1 the procedure in Clause 5.4 is followed; and
  - 5.5.2 the unconflicted Trustees consider it is in the best interests of the Charity to tolerate the conflict of interest in the circumstances applying.
- 5.6 This clause may not be amended without the prior written consent of the Commission.
- 6. Limited Liability**
- 6.1 The liability of the Company Members is limited.
- 7. Guarantee**
- 7.1 Every Company Member promises, if the Charity is dissolved while he is a Company Member or within 12 **months** afterwards, to pay up to £1 towards the costs of

dissolution and the liabilities incurred by the Charity while he was a Company Member.

## **8. Dissolution**

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

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

8.1.2 directly for charitable purposes within or similar to the Objects;

8.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

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

## **9. INTERPRETATION**

9.1 The provisions of Article 13 of the Articles (Interpretation) shall take effect as though repeated here.

THE COMPANIES ACTS 1985, 1989 AND 2006

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COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION

of

AGE UK

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Conformed copy, May 2017

FARRER & Co



THE COMPANIES ACTS 1985, 1989 AND 2006

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COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION <sup>1</sup>

of

AGE UK

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**1. Membership**

- 1.1 The **Charity** must maintain a register of **Company Members** in accordance with the Companies Acts.
- 1.2 The Company Members of the Charity shall be the Trustees for the time being of the Charity.
- 1.3 The Trustees may establish other classes of membership of the Charity and prescribe their respective privileges and duties and set the amounts of any subscriptions. However, only Company Members shall be eligible to vote at **General Meetings**.
- 1.4 Company Members shall cease to be Company Members when they cease to be Trustees.
- 1.5 The membership of other classes of members is terminated if the member concerned:
  - 1.5.1 gives written notice of resignation to the Charity;
  - 1.5.2 dies or (in the case of an organisation) ceases to exist;
  - 1.5.3 is more than six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due); or
  - 1.5.4 is removed from membership by a resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is no longer in the best interests of the Charity (but only after notifying the member in writing and considering the matter in the light of any written

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<sup>1</sup> Adopted by a special resolution of the Company Members passed at a general meeting held on 27 March 2014.

representations which the member concerned puts forward within **14 Clear Days** after receiving notice).

- 1.6 Membership of the Charity (of any kind) is not transferable.

## **2. General Meetings**

- 2.1 Company Members are entitled to attend General Meetings personally or by proxy. General Meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 2.2 There is a quorum at a General Meeting if the number of Company Members present in person or by proxy is at least twenty percent of the Company Members.
- 2.3 The **Chairman** or (if the Chairman is unable or unwilling to do so) a Company Member elected by those present presides at a General Meeting.
- 2.4 A General Meeting may be called at any time by the Trustees.
- 2.5 A General Meeting may be called on a written request to the Trustees from at least four of the Company Members or, if more than 12 months have passed since the Charity last held a General Meeting, from two Company Members.
- 2.6 On receipt of a written request made pursuant to Article 2.5, the Trustees must call a General Meeting within 21 days and the General Meeting must be held not more than 28 days after the date of the notice calling the meeting.
- 2.7 In addition to the provisions of the Companies Acts, the Company Members in General Meeting may by an ordinary resolution passed by a simple majority remove any Trustee before the expiration of his period of office (but only after notifying the Trustee in writing of the intention to propose such a resolution and considering the matter in the light of any written representations which the Trustee concerned puts forward within 14 Clear Days after receiving notice).

## **3. Appointment of Proxies**

- 3.1 Proxies may only be validly appointed by a notice in writing which:
- 3.1.1 states the name and address of the Company Member appointing the proxy;
  - 3.1.2 identifies the person appointed to be that Company Member's proxy and the General Meeting in relation to which that person is appointed;
  - 3.1.3 is signed by the Company Member appointing the proxy or is authenticated in such manner as the Trustees may determine;
  - 3.1.4 is delivered to the Charity in accordance with Article 11.8;
  - 3.1.5 is received by the Charity at least 48 hours before the meeting to which it relates.
- 3.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.

- 3.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 3.4 Unless a proxy notice indicates otherwise, it should be treated as:
- 3.4.1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
  - 3.4.2 appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as to the meeting itself.
- 3.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 11.8, a notice given by or on behalf of the Company Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.
- 4. Voting at General Meetings**
- 4.1 A resolution at a General Meeting shall be decided by a show of hands, unless a poll is demanded.
- 4.2 Every issue shall be decided by a majority of the votes cast.
- 4.3 Subject to Article 4.4, every Company Member present in person or by proxy (or through an Authorised Representative) has one vote on each issue.
- 4.4 A person who has been appointed as proxy for more than one Company Member shall only have one vote on a show of hands.
- 4.5 A poll may be demanded on a resolution:
- 4.5.1 in advance of the General Meeting where it is to be put to the vote; or
  - 4.5.2 at a General Meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 4.6 A poll may be demanded by:
- 4.6.1 the chairman of the meeting;
  - 4.6.2 any Trustee; or
  - 4.6.3 two or more Company Members.
- 4.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal.
- 4.8 Polls must be taken immediately and in such manner as the chairman of the meeting directs.
- 5. Written Resolutions**
- 5.1 Subject to Article 5.3, a resolution in writing signed by the **Appropriate Majority** of Company Members in an **Authenticated Document** shall be effective as if passed at a General Meeting provided that:

- 5.1.1 a copy of the proposed resolution has been sent to every Company Member; and
  - 5.1.2 the document containing the signed resolution is received at the **Office** within 14 days of its being circulated.
- 5.2 In Article 5.1, the **Appropriate Majority** is:
  - 5.2.1 in the case of an ordinary resolution, a simple majority of the Company Members;
  - 5.2.2 in the case of a special resolution, 75% or more of the Company Members.
- 5.3 A valid written resolution may comprise several copies of the resolution to which one or more Company Members have signified their agreement.
- 5.4 The following may not be passed as a written resolution:
  - 5.4.1 a resolution to remove a Trustee before his period of office expires; and
  - 5.4.2 a resolution to remove an auditor before his period of office expires.
- 6. **The Trustees**
  - 6.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
  - 6.2 There shall be up to 14 Trustees as follows:
    - 6.2.1 **Appointed Trustees**, appointed in accordance with Articles 6.3 below; and
    - 6.2.2 ex-officio, the Chair for the time being of the **Association** (or if the Chair is unable or unwilling to serve as the Trustee nominated by the Association, such other person as the Association shall nominate and who shall be appointed in accordance with Article 6.4 below.
  - 6.3 Appointed Trustees shall be appointed by the Trustees on the recommendation of the **Nominations & Governance Committee**.
  - 6.4 The Chair of the Association or such other person as is nominated by the Association in accordance with Article 6.2.2 shall be appointed by the Trustees. Where the Chair of the Association is a candidate for appointment as a Trustee, the Chair shall first be endorsed by the Nominations & Governance Committee. Where there is another candidate for appointment as the Trustee nominated by the Association in accordance with Article 6.2.2, the candidate shall, prior to being appointed by the Trustees:
    - 6.4.1 be nominated by the Association in such a manner as the shall decide; and
    - 6.4.2 be endorsed by the Nominations & Governance Committee.
  - 6.5 Unless otherwise specified upon appointment Trustees shall serve for an initial period of two years and thereafter may, subject to a recommendation from the Nominations & Governance Committee on each occasion, be appointed for up to two further terms of three years.

- 6.6 Any individual serving as a Trustee at the date of the adoption of these Articles who had originally been co-opted shall be deemed for the purposes of Article 6.2 to have been appointed.
- 6.7 The number of Trustees may be increased by a special resolution of the Company Members.
- 6.8 A Trustee's term of office automatically terminates if he or she:
- 6.8.1 is disqualified under the Charities Acts from acting as a Charity Trustee;
  - 6.8.2 is incapable, whether mentally or physically, of managing his or her own affairs;
  - 6.8.3 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
  - 6.8.4 is absent from six consecutive meetings of the Trustees;
  - 6.8.5 is removed by an ordinary resolution passed in accordance with Article 2.7.
- 6.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 7. Proceedings of Trustees**
- 7.1 The Trustees must hold at least four meetings each year.
- 7.2 A quorum at a meeting of the Trustees is five Trustees.
- 7.3 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.
- 7.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 7.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution circulated in hard copy or by electronic means to all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose:
- 7.5.1 the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees; and
  - 7.5.2 the resolution may be contained in more than one document and will be treated as passed on the date of the last signature or electronic confirmation.
- 7.6 Except for the chairman of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.

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

## **8. Powers of Trustees**

- 8.1 The Trustees have the following powers in the administration of the Charity:

- 8.1.1 to appoint (and remove) any individual to act as Secretary to the Charity;
- 8.1.2 to appoint a Chairman, one or more Deputy Chairmen, Treasurer and other honorary officers from among their number;
- 8.1.3 to delegate any of their functions to committees consisting of two or more individuals (at least one of whom must be a Trustee) appointed by them. All proceedings of such committees must be reported promptly to the Trustees);
- 8.1.4 to make Standing Orders consistent with the Memorandum, these Articles and the Companies Acts to govern proceedings at general meetings;
- 8.1.5 to make Rules consistent with the Memorandum, these Articles and the Companies Acts to govern proceedings at their meetings and at meetings of committees;
- 8.1.6 to make Regulations consistent with the Memorandum, these Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any);
- 8.1.7 to establish procedures to assist the resolution of disputes within the Charity;
- 8.1.8 to exercise any powers of the Charity which are not reserved to a general meeting.

- 8.2 If the Trustees shall at any time be fewer than 4 it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees or summoning a General Meeting but not for any other purpose.

## **9. Partnership Board**

- 9.1 The Partnership Board shall be established by the Charity, the Association and the Nations.
- 9.2 The Terms of Reference of the Partnership Board shall be agreed from time to time by the Charity, the Association and the Nations in consultation with the Partnership Board.
- 9.3 The Trustees shall appoint such persons to the Partnership Board as shall be required by the Terms of Reference.
- 9.4 The Trustees shall consult with the partnership Board on all such matters as shall affect the Nations and the Association.
- 9.5 The Partnership Board shall be entitled to make representations to the Trustees.

## **10. Records and Accounts**

- 10.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 10.1.1 annual reports;
  - 10.1.2 annual returns; and
  - 10.1.3 annual statements of account.
- 10.2 The Trustees must keep proper records of:
- 10.2.1 all resolutions of Company Members passed otherwise than at a General Meeting;
  - 10.2.2 all proceedings at General Meetings;
  - 10.2.3 all proceedings at meetings of the Trustees;
  - 10.2.4 all proceedings and reports of committees; and
  - 10.2.5 all professional advice obtained.
- 10.3 The records referred to in Articles 10.2.1, 10.2.2 and 10.2.3 must be kept for ten years from the date of the resolution, General Meeting or Trustees' meeting, as relevant.
- 10.4 Accounting records relating to the Charity must be made available for inspection by any Trustee on reasonable notice at any reasonable time during normal office hours.
- 10.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or Company Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a written request for it and pays the Charity's reasonable costs (but the Trustees may waive such charges if they believe it to be in the best interests of the Charity to do so).

## **11. Communication with Members**

- 11.1 The Charity may validly send or supply any document (including any notice) or information to a member:
- 11.1.1 by delivering it by hand to the address recorded for the member in the register of members;
  - 11.1.2 by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the member in the register of members;
  - 11.1.3 by fax to a fax number notified by the member in writing;
  - 11.1.4 by electronic mail to an email address notified by the member in writing; or
  - 11.1.5 by means of a website the address of which has been notified to the member in writing and the member has agreed may be so used;

- in accordance with this Article 11.
- 11.2 The Charity may only send a document or information to a member by electronic mail:
- 11.2.1 where the member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and
  - 11.2.2 to the address specified for that purpose by the member.
- 11.3 The Charity may send a document or information to member via a website if the member concerned has not responded within 28 days of the Charity sending him a request asking him to agree to the Charity communicating with him in that manner, provided that:
- 11.3.1 the request stated clearly what the effect of failure to respond would be;
  - 11.3.2 when the request is sent to the member, at least 12 months have passed since the Charity last requested the member to agree to receive the same or a similar type of document or information via a website;
  - 11.3.3 the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it; and
  - 11.3.4 the Charity complies with the requirements of Articles 11.4 and 11.5
- 11.4 When sending information or a document via a website, the Charity must notify each intended recipient of:
- 11.4.1 the presence of the document or information on the website;
  - 11.4.2 the address of the website;
  - 11.4.3 the place on the website where it may be accessed; and
  - 11.4.4 how to access the document or information.
- 11.5 Where information or a document is sent to members via a website in accordance with this Article, the document or information must remain on the website:
- 11.5.1 in the case of notice of a general meeting, until after the general meeting has ended; and
  - 11.5.2 in all other cases, for 28 days beginning with the date on which the Charity sent notification pursuant to Article 11.4.
- 11.6 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 11.6.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - 11.6.2 two clear days after being sent by first class post to the relevant address;
  - 11.6.3 three clear days after being sent by second class or overseas post to the relevant address;



- 11.6.4 on the date on which the notice was posted on a website (or, if later, the date on which the member was notified of the posting on the website in accordance with Article 11.4);
- 11.6.5 on being handed to the member (or, in the case of a member organisation, its Authorised Representative) personally; or if earlier
- 11.6.6 as soon as the member acknowledges actual receipt.
- 11.7 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 11.8 Members may validly send any notice or document to the Charity:
  - 11.8.1 by post to the Charity's registered office or any other address specified by the Charity for such purposes;
  - 11.8.2 to any fax number or email address provided by the Charity for such purposes.

## **12. Dissolution**

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

## **13. Interpretation**

- 13.1 In the Memorandum and in these Articles:

**Appropriate Majority** has the meaning ascribed to it in Article 5.2.

**Association** means The Age England Association, company number 07588292.

**these Articles** means these articles of association.

**Appointed Trustee** a person appointed as a Trustee in accordance with Article 6.3.

**Authenticated Document** means a document sent

- (a) by hard copy that is signed by the person sending it, or
- (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and where the Charity has no reason to doubt the truth of that statement).

**Chairman** means the chairman of the Trustees.

**Charity** means the company governed by these Articles.

**Charities Acts** means the Charities Acts 1992 1993 and 2006.

**Charity Trustee** has the meaning prescribed by section 97(1) of the Charities Act 1993.

**clear days** means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

**Commission** means the Charity Commission for England and Wales.

**Companies Acts** means the Companies Acts 1985 1989 and 2006 to the extent that they are for the time being in force.

**Company Members** means the members of the Charity entitled to vote at General Meetings as set out in Article 1.2.

**Financial Expert** means a person who is reasonably believed by the Trustees to be qualified to give the relevant advice and/or provide the relevant services by his ability in and practical experience of financial and other matters relating to the investment.

**General Meeting** means a meeting of the Company Members.

**Material Benefit** means a benefit which may or may not be financial but which has a monetary value.

**member** and **membership** refer to membership of the Charity of any class.

**Memorandum** means the Charity's Memorandum of Association.

**month** means calendar month.

**Nations** means (1) Age Cymru - registered charity no. 1128436 , (2) Age NI - company no.NI71940 and HMRC charity reference no. XTI4600, and (3) Age Scotland - Scottish charity no. 010100.

**Nominations & Governance Committee** means the committee delegated by the Trustees to make recommendations to them in relation to the appointment of Trustees.

**Objects** means the Objects of the Charity as defined in Clause 3 of the Memorandum.

**Office** means the registered office of the Charity.

**person connected to a Trustee** means:

- (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee;
- (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a);
- (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b);
- (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together);

- (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest).

**Personal Interest** does not include

- (a) an interest held only in a fiduciary capacity (e.g. as a trustee of another charity) or
- (b) an interest in purchasing trustee indemnity insurance.

**Properly Incurred** means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity.

**Relevant Liability** means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability

- (a) to pay a criminal fine;
- (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);
- (c) for defending criminal proceedings in which he is convicted;
- (d) for defending civil proceedings in which judgment is given against him;
- (e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;

and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity.

**Taxable Trading** means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax.

**Trustee** means a director of the Charity and **Trustees** means all of the directors.

**written or in writing** refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail.

**year** means calendar year.

13.2 Expressions defined in the Acts have the same meaning in the Memorandum and these Articles.

13.3 In these Articles (and in the Memorandum), unless the context requires otherwise:

- 13.3.1 words importing the singular shall include the plural and vice versa;
- 13.3.2 references to any gender shall include all other genders;
- 13.3.3 references to persons shall include bodies corporate, unincorporated associations, trusts and partnership;

- 13.3.4 clause headings shall not affect the interpretation of any clause or Article;
- 13.3.5 references to any statute or statutory provision include a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of incorporation of the Charity) and include any order, regulation, instrument or other subordinate legislation made under the relevant statute or statutory provision; and
- 13.3.6 references to **writing** or **written** include faxes and any non-transitory form of visible reproduction of words.