

Company number: 333303

Written special resolution of

The Guide Association Trust Corporation ("the Charity")

Circulation Date: ...15 May 2015

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Board of the Charity propose that the following resolutions are passed as special resolutions

That with the prior consent of the Charity Commission the existing Articles of Association of the Charity be replaced with the draft Articles of Association attached to this written resolution

The undersigned, a person entitled to vote on the following resolution on the circulation date written above, hereby irrevocably agrees to the resolution

Gill Slocombe

*Gill Slocombe*

Graham Littlewood

*G. Littlewood*

Charlotte Hornby

*Charlotte Hornby*

Vivienne Craig

*Vivienne Craig*

Date 16 May 2015



- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version

**By Hand:** delivering the signed copy to Mike Edmonds Portland House, Bressenden Place, London, SW1E 5RS

**Post:** returning the signed copy by post to Mike Edmonds Portland House, Bressenden Place, London, SW1E 5RS

**Email:** by attaching a scanned copy of the signed document to an email and sending it to [mike.edmonds@girlguiding.org.uk](mailto:mike.edmonds@girlguiding.org.uk)

You may not return the Resolution to the Charity by any other method

If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 3 Unless, within 28 days of the Circulation Date referred to at the top of the resolution, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date
- 4 (If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document )
- 5 A copy of this resolution has been sent to the auditors

Company Number 333303

The Companies Acts 1929 to 2006

Company Limited by Guarantee and not having a Share Capital

---

**Articles of Association**  
**of**  
**The Guide Association Trust Corporation**

---

**Bates Wells & Braithwaite London LLP**  
**10 Queen Street Place, London, EC4R 1BE**  
**(Telephone: 020 7551 7777)**  
**[www.bwbllp.com](http://www.bwbllp.com)**  
**211633/0010/001292575**

## The Companies Acts 1929 to 2006

### Company Limited by Guarantee and not having a Share Capital

#### Index to Articles of Association of The Guide Association Trust Corporation

INTERPRETATION. ..	3
1. Defined terms ..	3
OBJECTS AND POWERS . . . . .	3
2. Objects . . . . .	3
3. Powers . . . . .	3
LIMITATION ON PRIVATE BENEFITS . . . . .	5
4. Limitation on private benefits ..	5
LIMITATION OF LIABILITY AND INDEMNITY ..	6
5. Liability of members . . . . .	6
6. Indemnity . . . . .	7
TRUSTEES . . . . .	7
<i>TRUSTEES' POWERS AND RESPONSIBILITIES</i> . . . . .	7
7. Trustees' general authority . . . . .	7
8. Chair . . . . .	7
9. Trustees may delegate . . . . .	7
10. Delegation of investment management . . . . .	8
<i>DECISION-MAKING BY TRUSTEES</i> . . . . .	8
11. Trustees to take decisions collectively . . . . .	8
12. Calling a Trustees' meeting . . . . .	8
13. Participation in Trustees' meetings . . . . .	9
14. Quorum for Trustees' meetings . . . . .	9
15. Chairing of Trustees' meetings . . . . .	9
16. Casting vote . . . . .	10
17. Unanimous decisions without a meeting . . . . .	10
18. Trustee interests and management of conflicts of interest . . . . .	10
19. Validity of Trustee actions . . . . .	12
<i>APPOINTMENT AND RETIREMENT OF TRUSTEES</i> . . . . .	12
20. Number of Trustees . . . . .	12
21. Appointment of Trustees and retirement of Trustees by rotation . . . . .	12
22. Disqualification and removal of Trustees . . . . .	13
MEMBERS.. . . .	13
<i>BECOMING AND CEASING TO BE A MEMBER</i> . . . . .	13
23. Becoming and ceasing to be a member . . . . .	13
24. Member meetings and written resolutions . . . . .	14
ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS . . . . .	14
25. Communications by the Corporation . . . . .	14
26. Communications to the Corporation . . . . .	16
27. Company seals of the Corporation . . . . .	16
28. Secretary . . . . .	16
29. Irregularities . . . . .	16
30. Records and accounts . . . . .	17
31. Exclusion of model articles . . . . .	17
WINDING UP . . . . .	17

<b>32. Winding up</b>	.. . . .	17
<b>SCHEDULE</b>	.. . . .	18
<b>Defined terms</b>	.. . . .	18

## **The Companies Acts 1985 to 2006**

### **Company Limited by Guarantee and not having a Share Capital**

#### **Articles of Association of The Guide Association Trust Corporation**

### **INTERPRETATION**

#### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles

### **OBJECTS AND POWERS**

#### **2. Objects**

The objects of the Corporation are to further the charitable purposes of The Guide Association (incorporated by Royal Charter with charity registration number 306016) and in particular but without limitation to undertake, accept, execute, perform and administer any trusts or conditions affecting lands, buildings, hereditaments, investments, funds or other property whatsoever held or owned in trust or for the benefit or for any of the purposes or objects of The Guide Association or any branch thereof or company or local association of Girl Guides established according to the regulations of The Guide Association and recognised thereby.

#### **3. Powers**

To further its objects the Corporation may

- 3 1 take such steps as may be necessary under the law relating to charities or charitable trusts for validly and effectually vesting such property or any part thereof in the Corporation,
- 3 2 undertake, accept, execute and administer any charitable trusts,
- 3 3 acquire, accept and hold as trustee, nominee or agent of or for The Guide Association or any such branch company or local association as aforesaid or for any charitable body or association, and to sell, exchange or otherwise dispose of, manage, develop, exchange, deal with and turn to account real and personal property of all kinds whatsoever, and any interest therein, subject to such consents (if any) as may for the time being be required by law, and to the terms of any trusts affecting the same,
- 3 4 found, subsidise, manage and assist any funds, associations or institutions calculated or intended to assist The Guide Association or any such branch, company or local association as aforesaid,
- 3 5 accept any gift or donation of property, devise, legacy or annuity, subscription or contribution, whether subject to any special trust or not, for the purposes or objects of

The Guide Association or any such branch, company or local association as aforesaid, or any of them, or for any charitable purpose,

- 3 6 take such steps as may from time to time be deemed expedient for the purpose of promoting the objects of the Corporation or of procuring contributions to its funds by way of gifts, donations, subscriptions, legacies, devises or in any other manner,
- 3 7 enter into contracts to provide services to or on behalf of other bodies,
- 3 8 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities,
- 3 9 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Corporation must comply as appropriate with the Charities Act 2011),
- 3 10 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Corporation must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land),
- 3 11 set aside funds for special purposes or as reserves against future expenditure,
- 3 12 invest monies not immediately required in or upon any investments, securities, or property,
- 3 13 arrange for investments or other property held by the Corporation to be held in the name of a nominee or nominees and pay any reasonable fee required,
- 3 14 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company,
- 3 15 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments,
- 3 16 subject to Article 4 (limitation on private benefits)
  - 3 16 1 engage and pay employees, consultants and professional or other advisers, and
  - 3 16 2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants,
- 3 17 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes,
- 3 18 undertake and execute charitable trusts,
- 3 19 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body,

- 3 20 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them,
- 3 21 insure the property of the Corporation against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Corporation,
- 3 22 provide indemnity insurance for the Trustees or any other officer of the Corporation in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to “charity trustees” in the said Section 189(1) shall be treated as references to officers of the Corporation), and
- 3 23 do all such other lawful things as may further the Corporation’s objects

#### **LIMITATION ON PRIVATE BENEFITS**

#### **4. Limitation on private benefits**

- 4 1 The income and property of the Corporation shall be applied solely towards the promotion of its objects

##### ***Permitted benefits to members***

- 4 2 No part of the income and property of the Corporation may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Member of the Corporation This shall not prevent any payment in good faith by the Corporation of
  - 4 2 1 any payments made to the Member in its capacity as a beneficiary of the Corporation,
  - 4 2 2 reasonable and proper remuneration to the Member for any goods or services supplied to the Corporation,
  - 4 2 3 interest at a reasonable and proper rate on money lent by the Member to the Corporation, and
  - 4 2 4 any reasonable and proper rent for premises let by the Member to the Corporation

##### ***Permitted benefits to Trustees and Connected Persons***

- 4 3 No Trustee may
  - 4 3 1 sell goods, services or any interest in land to the Corporation,
  - 4 3.2 be employed by, or receive any remuneration from, the Corporation, or
  - 4 3 3 receive any other financial benefit from the Corporation,



unless the payment is permitted by Article 4 4 or authorised by the court or the Charity Commission

**4 4 A Trustee may receive the following benefits from the Corporation**

- 4 4 1 a Trustee or person Connected to a Trustee may receive a benefit from the Corporation in his, her or its capacity as a beneficiary of the Corporation,
- 4 4 2 a Trustee or person Connected to a Trustee may be reimbursed by the Corporation for, or may pay out of the Corporation's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Corporation,
- 4 4 3 a Trustee or person Connected to a Trustee may be paid reasonable and proper remuneration by the Corporation for any professional services supplied to the Corporation on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Corporation) provided that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is a person Connected to that Trustee),
- 4 4 4 a Trustee or person Connected to a Trustee may receive interest at a reasonable and proper rate on money lent to the Corporation,
- 4 4 5 a Trustee or person Connected to a Trustee may receive reasonable and proper rent for premises let to the Corporation,
- 4 4 6 the Corporation may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3 22, and
- 4 4 7 a Trustee or other officer of the Corporation may receive payment under an indemnity from the Corporation in accordance with the indemnity provisions set out at Article 6,

provided that where benefits are conferred under Article 4 4, Article 18 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **5. Liability of members**

The liability of the Member is limited to £1, being the amount that the Member undertakes to contribute to the assets of the Corporation in the event of its being wound up while it is a member or within one year after it ceases to be a member, for

- 5 1 payment of the Corporation's debts and liabilities contracted before he, she or it ceases to be a member, and
- 5 2 payment of the costs, charges and expenses of winding up

## **6. Indemnity**

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Corporation shall be indemnified out of the assets of the Corporation in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts, and every other officer of the Corporation may be indemnified out of the assets of the Corporation in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts

## **TRUSTEES**

### ***TRUSTEES' POWERS AND RESPONSIBILITIES***

## **7. Trustees' general authority**

Subject to the Articles, the Trustees are responsible for the management of the Corporation's business, for which purpose they may exercise all the powers of the Corporation

## **8. Chair**

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office

## **9. Trustees may delegate**

9 1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee

9 2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Corporation to any person or committee

9 3 Any delegation by the Trustees may be

9.3 1 by such means,

9.3 2 to such an extent,

9.3 3 in relation to such matters or territories, and

9.3 4 on such terms and conditions,

as they think fit

9 4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated

9 5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions

9 6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Corporation for such purposes and on such conditions as they determine

**10. Delegation of investment management**

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that

10 1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees,

10 2 timely reports of all transactions are provided to the Trustees,

10 3 the performance of the investments is reviewed regularly with the Trustees,

10 4 the Trustees are entitled to cancel the delegation arrangement at any time,

10 5 the investment policy and the delegation arrangements are reviewed regularly,

10 6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance, and

10 7 the Financial Expert or Experts must not do anything outside the powers of the Trustees

***DECISION-MAKING BY TRUSTEES***

**11. Trustees to take decisions collectively**

Any decision of the Trustees must be either

11 1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 16), or

11 2 a unanimous decision taken in accordance with Article 17

**12. Calling a Trustees' meeting**

12 1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting

12 2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either

12 2 1 all the Trustees agree, or

12 2 2 urgent circumstances require shorter notice

12 3 Notice of Trustees' meetings must be given to each Trustee

12 4 Every notice calling a Trustees' meeting must specify

- 12 4 1 the place, day and time of the meeting,
- 12 4 2 the general nature of the business to be considered at such meeting, and
- 12 4 3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 12 5 Notice of Trustees' meetings need not be in Writing
- 12 6 Article 25 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose

**13. Participation in Trustees' meetings**

- 13 1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when
  - 13 1 1 the meeting has been called and takes place in accordance with the Articles, and
  - 13 1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing)
- 13 2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other
- 13 3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

**14. Quorum for Trustees' meetings**

- 14 1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 14 2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two
- 14 3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision
  - 14 3 1 to appoint further Trustees, or
  - 14 3 2 request that the Member appoints further Trustees

**15. Chairing of Trustees' meetings**

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting

## **16. Casting vote**

- 16 1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have
- 16 2 Article 16 1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes

## **17. Unanimous decisions without a meeting**

- 17 1 A decision is taken in accordance with this Article 17 when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a Conflict of Interest which, under Article 18, results in them not being entitled to vote
- 17 2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing
- 17 3 A decision which is made in accordance with this Article 17 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with
- 17 3 1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees,
- 17 3 2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 17 3,
- 17 3 3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval, and
- 17 3 4 the Recipient must prepare a minute of the decision

## **18. Trustee interests and management of conflicts of interest**

### ***Declaration of interests***

- 18 1 Unless Article 18 2 applies, a Trustee must declare the nature and extent of
- 18 1 1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Corporation, and

18 1 2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Corporation or his or her duties to the Corporation

18 2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware

***Participation in decision-making***

18 3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Corporation, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process

18 4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Corporation, he or she may participate in the decision-making process and may be counted in the quorum and vote unless

18 4 1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than

- (a) any benefit received in his, her or its capacity as a beneficiary of the Corporation (as permitted under Article 4 4 1) and which is available generally to the beneficiaries of the Corporation,
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3 22,
- (c) payment under the indemnity set out at Article 6, and
- (d) reimbursement of expenses in accordance with Article 4 4 2, or

18 4 2 a majority of the other Trustees participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 18 5

18 5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 18 5, he or she must.

18 5 1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate,

18 5 2 not be counted in the quorum for that part of the process, and

18 5 3 withdraw during the vote and have no vote on the matter

### ***Continuing duties to the Corporation***

18 6 Where a Trustee or person Connected with him or her has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict

18 6 1 the Trustee shall not be in breach of his or her duties to the Corporation by withholding confidential information from the Corporation if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her, and

18 6 2 the Trustee shall not be accountable to the Corporation for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position

### **19. Validity of Trustee actions**

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee

### ***APPOINTMENT AND RETIREMENT OF TRUSTEES***

#### **20. Number of Trustees**

There shall be at least three Trustees and not more than eight Trustees

#### **21. Appointment of Trustees and retirement of Trustees by rotation**

##### ***Appointment of Trustees***

21 1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 22, may be appointed to be a Trustee by the Member serving written notice on the Corporation

21.2 The Trustees may co-opt further Trustees if

21 2 1 the number of Trustees falls below the minimum number of Trustees required by Article 20,

21 2 2 the Member fails to appoint sufficient Trustees having been given written notice of the vacancy or vacancies, and

21 2 3 the Trustees first giving the Member 28 days notice to make an appointment or appointments, unless urgent circumstances require a shorter notice period

##### ***Terms in office***

21 3 Trustees will usually be appointed for a term of 3 years and at the end of their term in office shall retire unless reappointed in accordance with clause 21 1 If the retirement

of a Trustee in accordance with this Article leads to there being less than three Trustees in post then the retiring Trustee will, if willing to act, be deemed to have been reappointed

***Minimum age***

- 21 4 No person may be appointed as a Trustee unless he or she has reached the age of 18 years

***General***

- 21 5 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

**22. Disqualification and removal of Trustees**

A Trustee shall cease to hold office if

- 22 1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 22 2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity,
- 22 3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office,
- 22 4 notification is received by the Corporation from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect),
- 22 5 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason,
- 22 6 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees, or
- 22 7 he or she is removed by the Member serving written notice as the Corporation and the Trustee so removed

**MEMBERS**

***BECOMING AND CEASING TO BE A MEMBER***

**23. Becoming and ceasing to be a member**



- 23 1 The Corporation's sole member shall be The Guide Association ("the Member")  
Only the Member shall have the power to admit new members
- 23 2 In the event of a bona fide reconstruction of the Member without insolvency the  
Trustees shall admit its successor organisation as Member
- 23 3 If the Member goes into liquidation otherwise than for the purpose of a bona fide  
reconstruction without insolvency or has an administrator or a receiver or an  
administrative receiver appointed over all its assets or an order made or a resolution  
passed for its winding up the Member's membership shall automatically cease, and  
the Trustees shall after consultation (as far as practicable) with representatives of the  
former Member admit any other person or persons willing to become the Member or  
members of the Corporation to membership
- 23 4 The Member shall appoint an individual to represent it at meetings of the Corporation  
and the name of such representative and the fact that he or she is the representative of  
Member shall be noted in the register of members The Member shall be able to  
replace its representative with another individual by giving notice in Writing to the  
Corporation

#### **24. Member meetings and written resolutions**

- 24 1 The Trustees may call a general meeting at any time
- 24 2 Such meetings must be held in accordance with the provisions regarding such  
meetings in the Companies Acts
- 24 3 The Member may pass resolutions in writing as written resolutions or otherwise in  
accordance with the Companies Acts

### **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

#### **25. Communications by the Corporation**

##### ***Methods of communication***

- 25 1 Subject to the Articles and the Companies Acts, any Document or information  
(including any notice, report or accounts) sent or supplied by the Corporation under  
the Articles or the Companies Acts may be sent or supplied in any way in which the  
Companies Act 2006 provides for Documents or information which are authorised or  
required by any provision of that Act to be sent or supplied by the Corporation,  
including without limitation
- 25 1 1 in Hard Copy Form,
- 25 1 2 in Electronic Form, or
- 25 1 3 by making it available on a website
- 25 2 Where a Document or information which is required or authorised to be sent or  
supplied by the Corporation under the Companies Acts is sent or supplied in  
Electronic Form or by making it available on a website, the recipient must have

agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement) Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient

- 25 3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being

***Deemed delivery***

- 25 4 A member present in person or by proxy or via their authorised representative if a Corporate Member at a meeting of the Corporation shall be deemed to have received notice of the meeting and the purposes for which it was called

- 25 5 Where any Document or information is sent or supplied by the Corporation to the members

25 5 1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted,

25 5 2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent,

25 5 3 where it is sent or supplied by means of a website, it is deemed to have been received

- (a) when the material was first made available on the website, or
- (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website

- 25 6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Corporation that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours

***Exceptions***

- 25.7 Copies of the Corporation's annual accounts and reports need not be sent to a person for whom the Corporation does not have a current Address
- 25 8 Notices of general meetings need not be sent to a member who does not register an Address with the Corporation, or who registers only a postal address outside the United Kingdom, or to a member for whom the Corporation does not have a current Address

## **26. Communications to the Corporation**

The provisions of the Companies Acts shall apply to communications to the Corporation

## **27. Company seals of the Corporation**

27.1 Any common seal may only be used by the authority of the Trustees

27.2 The Trustees may decide by what means and in what form any common seal is to be used

27.3 Unless otherwise decided by the Trustees, if the Corporation has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

27.4 For the purposes of this article, an authorised person is—

27.4.1 any Trustee of the Corporation,

27.4.2 the Secretary (if any), or

27.4.3 any person authorised by the Trustees for the purpose of signing documents to which the common seal is applied

## **28. Secretary**

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary

28.1 anything authorised or required to be given or sent to, or served on, the Corporation by being sent to its Secretary may be given or sent to, or served on, the Corporation itself, and if addressed to the Secretary shall be treated as addressed to the Corporation, and

28.2 anything else required or authorised to be done by or to the Secretary of the Corporation may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

## **29. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice

### **30. Records and accounts**

- 30 1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of
- 30 1 1 annual reports,
  - 30 1 2 annual returns, and
  - 30 1 3 annual statements of account
- 30 2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Corporation, no person is entitled to inspect any of the Corporation's accounting or other records or Documents merely by virtue of being a member

### **31. Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded

## **WINDING UP**

### **32. Winding up**

- 32 1 At any time before, and in expectation of, the winding up or dissolution of the Corporation, the members of the Corporation or, subject to any resolution of the members, the Trustees, may resolve that any net assets of the Corporation after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Corporation be applied or transferred in any of the following ways
- 32 1 1 directly for the objects of the Corporation, or
  - 32 1 2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom
    - (a) for purposes similar to the objects of the Corporation; or
    - (b) for use for particular purposes that fall within the objects of the Corporation
- 32 2 In no circumstances shall the net assets of the Corporation be paid to or distributed among the members of the Corporation under this Article 32 (except to a member that is itself an institution chosen to benefit under this Article 32)
- 32 3 If no resolution is passed in accordance with Article 32 1 the net assets of the Corporation shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission

## SCHEDULE

### INTERPRETATION

#### Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings

	<b>Term</b>	<b>Meaning</b>
1 1	“Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means,
1 2	“Articles”	the Corporation’s articles of association,
1 3	“Chair”	has the meaning given in Article 8,
1 4	“Corporation”	The Guide Association Trust Corporation,
1 5	“Clear Days”	in relation to the period of a notice, that 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,
1 6	“Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Corporation,
1 7	“Connected”	any person falling within one of the following categories  (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, or  (b) the spouse or civil partner of any person in (a), or  (c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b), or  (d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital, excluding The Guide Association,

	<b>Term</b>	<b>Meaning</b>
1 8	“Document”	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form,
1 9	“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006,
1 10	“Financial Expert”	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000,
1 11	“The Guide Association”	means The Guide Association which is a charity established by Royal Charter with registered charity number 306016,
1 12	“Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006,
1 13	“the Member”	Means the Guide Association or such other member as might be admitted in accordance with Article 23
1 14	“Public Holiday”	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered,
1 15	“Secretary”	the secretary of the Corporation (if any),
1 16	“Trustee”	a director of the Corporation, and includes any person occupying the position of director, by whatever name called, and
1 17	“Writing”	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise
2.	Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it	
3.	Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Corporation	