

**Company No: 757372**

**The Companies Acts 1985 to 2006**

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**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE  
CAPITAL**

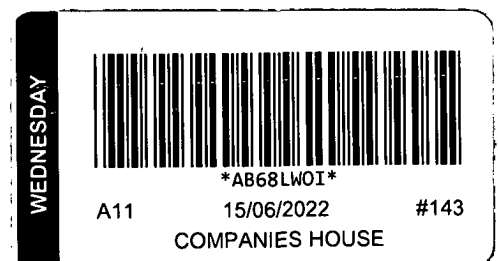
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**ARTICLES OF ASSOCIATION**

**of**

**SAMARITANS**

(Adopted by Special Resolution on 28/01/06, subsequently amended  
07/07/07, 31/01/09, 16/07/11, 14/07/12, 05/03/16, 24/04/2018, 12/10/2019, 31/10/2020  
and 13/11/2021)



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## 1. INTERPRETATION

### 1.1 In these Articles:

**"Act"** means the Companies Act 2006;

**"Affiliated Branch"** means a separate, independent, incorporated, registered charity that is recognised by the Company as a branch of Samaritans in accordance with Article 6 and which has entered into a Branch Agreement and which may be either a probationary or full branch;

**"Articles"** means the Articles of Association of the Company in force from time to time;

**"Auditor"** means the statutory auditor for the time being of the Company;

**"Branch"** means any branch of Samaritans which is an Affiliated Branch, an SCC Branch, a Dormant Branch or an Unincorporated Branch;

**"Branch Agreement"** means (a) in the case of an Affiliated Branch, a legal agreement between the Affiliated Branch and the Company setting out the terms of the Affiliated Branch's affiliation to the Company; and (b) in the case of an SCC Branch, a set of internal rules governing the management of the SCC Branch and its relationship to the Company;

**"Branch Director"** means the Samaritan appointed by the Trustee Board under Article 6.5 to have responsibility for the day-to-day conduct and management of the work of a Branch;

**"Chair"** means the chair of the Samaritans Organisation who is appointed by the Trustee Board pursuant to Article 17 and who is the chair of the Trustee Board;

**"Charity Regulator"** means one or more of the Charity Commission for England & Wales, the Office of the Scottish Charity Regulator, the Charities Regulatory Authority in the Republic of Ireland, or the Charity Commission for Northern Ireland;

**"Chief Executive"** means the person appointed by the Trustee Board to perform the duties of the chief executive of the Company;

**"Clear Days"** in relation to a period of notice 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;

**"Company"** means Samaritans (registered company number 757372);

**"Connected"** has the meaning set out in the Charities Act 2011 as amended or re-enacted from time to time;

**"Councils"** means the Council of Samaritans and the Regional Councils and a reference to "Council" shall be a reference to any one of these;

**“Council of Samaritans”** means the council of Samaritans constituted pursuant to Article 7 and comprising all the members from time to time of the Company;

**“Council Rules”** means the rules of procedure for the Council of Samaritans or the Regional Councils adopted from time to time in accordance with Article 7.7;

**“Dormant Branch”** means a separate, independent charity that is recognised by the Company as a dormant branch of Samaritans in accordance with Article 6;

**“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in the Act;

**“Executed”** includes any mode of execution;

**“External Trustee”** means a Trustee who is not a member of a Branch and does not volunteer for the Samaritans Organisation in any other capacity;

**“Functional Lead”** means a Samaritan appointed by the Nominations Committee to have oversight of a particular area of the services provided by the Company and/or the Branches;

**“Functional Leads Team Leader”** means the Samaritan (if any) appointed by the Nominations Committee with responsibility for the management and oversight of the Functional Leads;

**“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Act;

**“Honorary Treasurer”** means the Trustee appointed by the Nominations Committee to perform the duties of the honorary treasurer of the Company;

**“Internal Trustee”** means a Trustee who is a member of a Branch and/or volunteers for the Samaritans Organisation in another capacity;

**“Nation Board”** means a group or body which is recognised by the Company as its representative in any one or more of the nations comprised within the United Kingdom, the Republic of Ireland and the Crown Dependencies;

**“Nominations Committee”** means the committee established pursuant to Article 18.7, which shall include not less than three members appointed by the Council of Samaritans;

**“Objects”** means the objects of the Company set out in Article 3;

**“Office”** means the registered office of the Company;

**“Proxy Notice”** has the meaning in Article 12.5;

**“Proxy Notification Address”** means (a) the Office; (b) any other address or addresses specified by the Company as an address at which the Company or its agents will receive Proxy Notices relating to that meeting, or any adjournment of it, delivered in Hard Copy or Electronic Form; or (c) any electronic address provided for that purpose in (i) a notice calling a meeting; (ii) an

instrument of proxy sent out by the Company in relation to the meeting; or (iii) an invitation to appoint a proxy issued by the Company in relation to the meeting;

**“Regional Councils”** means the regional councils constituted pursuant to Article 7;

**“Regional Director”** means the Samaritan appointed under Article 6.6 to represent a Region;

**“Region”** means a grouping of Branches designated as a Region by the Trustee Board from time to time;

**“Samaritan”** means any person who holds one or more of the following positions: (a) a member of a Branch; (b) a Trustee; (c) a member of a committee of the Company; or (d) a trustee or board member of a Nation Board;

**“Samaritans Organisation”** means the Company, the Branches based across the United Kingdom, the Republic of Ireland and the Crown Dependencies, and the Nation Boards;

**“SCC Branch”** means a branch that is part of the Company and is recognised by the Company as a branch of Samaritans in accordance with Article 6 and which is governed and managed in accordance with a Branch Agreement and which may be either a probationary or full branch;

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

**“Subsidiary Company”** means any company in which the Company holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board;

**“Trustees”** means the Chair and persons serving as the charity trustees within the meaning of Section 177 of the Charities Act 2011 and who are directors for the time being of the Company;

**“Trustee Board”** means the board of Trustees;

**“Unincorporated Branch”** means a separate independent charity that is established as an unincorporated association and which is recognised by the Company as a branch of Samaritans in accordance with Article 6;

**“Vice-Chair”** means the Internal Trustee appointed by the Trustee Board as vice-chair in accordance with Article 17.8 who shall also be the chair of the Council of Samaritans;

**“Virtual Meeting”** means a meeting at which some or all of those participating in the meeting are present by means of audio or video conference, or other suitable electronic means agreed by the Trustee Board, by which all those participating in the meeting are able to communicate with all other participants and to vote; and

**“Writing”** means 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.

Words importing the masculine gender only shall include the feminine gender. Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act. References to an Act of Parliament are to the Act of Parliament as amended, modified or re-enacted from time to time and to any subordinate legislation made under it as amended, modified or re-enacted from time to time.

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

## **2. NAME AND REGISTERED OFFICE**

The name of the Company is "SAMARITANS". The Office is to be situated in England or Wales.

## **3. OBJECTS**

The Objects of the Company are:

- (a) To enable persons who are experiencing feelings of distress or despair, including those who may be at risk of suicide, to receive confidential emotional support at any time of the day or night in order to improve their emotional health and to reduce the incidence of suicide; and
- (b) To promote a better understanding in society of suicide, suicidal behaviour and the value of expressing feelings which may otherwise lead to suicide or impaired emotional health.

## **4. POWERS**

In furtherance of the Objects, but not otherwise, the Company may exercise the following powers:

- 4.1 To establish, develop and maintain a network of Branches in the United Kingdom, the Republic of Ireland and elsewhere and to determine the policies to be adopted by such Branches;
- 4.2 To establish and maintain a central administrative and operational function which will support, facilitate and promote the work of Branches;
- 4.3 To establish the Councils to advise and guide the Trustee Board on key policy issues affecting the Samaritans Organisation and to act as a channel of communication between the Trustee Board and Branches;
- 4.4 To raise funds and invite and receive contributions by way of donation, sponsorship, covenant, grant, loan, subscription, legacy, bequest or otherwise, provided that in raising funds the Company shall conform to any relevant statutory regulations;
- 4.5 To buy, take on lease, exchange, hire or otherwise acquire any real or personal property necessary directly or indirectly for the achievement of the Objects and to maintain and equip it for use;

- 4.6 Subject to any consents required by law to manage, sell, lease or otherwise dispose of all or any part of the real or personal property comprised in the Company;
- 4.7 Subject to any consents required by law to borrow money and to charge or mortgage or turn to account the whole or any part of the Company's real or personal property with a view to promotion of the Objects on such terms and on such security as may be thought fit;
- 4.8 To construct, maintain, improve, repair or alter any buildings or works (so far as necessary for carrying out the purposes of the Company) on land comprised in the Company;
- 4.9 To co-operate with other charities, voluntary bodies, persons and statutory authorities operating in furtherance of the Objects or of similar charitable purposes and to exchange information and advice with them;
- 4.10 To establish, assist or support directly or indirectly any charitable trusts, associations or institutions formed for the Objects or any of them including, without limitation, overseas befriending charities and to guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its Objects;
- 4.11 To raise awareness of suicide, suicidal behaviour, suicidal feelings and matters which may impair emotional health by relevant and appropriate action advocating the views of the Company including campaigning;
- 4.12 Subject to Article 5 below, to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff, widows, widowers and their dependants;
- 4.13 To permit any investments held by the Company to be held in the name of any clearing bank or building society or its subsidiary, any trust corporation or any other corporate body which is incorporated in England or Wales (or which has established a branch or a place of business in England or Wales) as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such;
- 4.14 To have the same full and unrestricted powers of investment as if it were absolute owner beneficially entitled to the monies, investment and property in its hands;
- 4.15 To appoint as its investment manager a person who it is satisfied after inquiry is a proper and competent person to act in that capacity and who is either:
  - 4.15.1 An individual of repute with at least fifteen years' experience of investment management who is an authorised person within the meaning of the Financial Services and Markets Act 2000 (the "2000 Act"); or
  - 4.15.2 A company or firm of repute which is an authorised or exempted person (in relation to all relevant activities) within the meaning of the 2000 Act;

4.16 To delegate to an investment manager appointed in accordance with Article 4.15, power at his discretion to buy and sell investments for the Company in accordance with the investment policy laid down by the Company from time to time provided that:

4.16.1 Where the Company makes any delegation under this clause it shall:

- (a) inform the investment manager in Writing of the extent of the Company's investments powers;
- (b) lay down a detailed investment policy for the Company and immediately inform the investment manager in Writing of it and of any changes to it;
- (c) ensure that the terms of the delegated authority are clearly set out in Writing and notified to the investment manager;
- (d) ensure that it is kept informed of, and review on a regular basis, the performance of its investment portfolio managed by the investment manager and the exercise by him of this delegated authority;
- (e) take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;
- (f) review the appointment at such intervals not exceeding 36 months as it thinks fit; and
- (g) pay such reasonable and proper remuneration to the investment manager and agree such proper terms as to notice and other matters as the Company shall decide and as are consistent with the terms of this clause provided that such remuneration may include commission fees and/or expenses earned by the investment manager if and only to the extent that such commission fees and/or expenses are disclosed to the Company;

4.16.2 Where the Company makes any delegation under this clause it shall do so on the terms that:

- (a) the investment manager shall comply with the terms of his delegated authority;
- (b) the investment manager shall not do anything which the Company does not have the power to do;
- (c) the Company may with reasonable notice revoke the delegation or vary any of its terms in a way which is consistent with the terms contained in this clause; and
- (d) the Company shall give directions to the investment manager as to the manner in which he is to report to it all sales and purchases of investments made on its behalf;



- 4.17 To trade in the course of carrying out the Objects and to carry on any other trade which is not expected to give rise to taxable profits and to incorporate and acquire subsidiary companies to carry on any trade;
- 4.18 To provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011; and
- 4.19 To do all such other lawful things as are necessary for the achievement of the Objects anywhere in the world.

## **5. APPLICATION OF FUNDS OF THE COMPANY AND REMUNERATION AND PROFITS FOR TRUSTEES AND MEMBERS OF THE COMPANY**

- 5.1 The income and property of the Company shall be applied solely towards the promotion of the Objects. No part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members or Trustees of the Company, provided that nothing in this document shall prevent any payment in good faith by the Company of:
  - 5.1.1 Any payments made to any member of the Company, Trustee or person Connected to a Trustee in his or her capacity as a beneficiary of the Company;
  - 5.1.2 Reasonable and proper remuneration to any member of the Company, Trustee or person Connected to a Trustee for any goods supplied to the Company;
  - 5.1.3 Reasonable and proper remuneration for any goods or services supplied to the Company by any member of the Company, Trustee, person Connected to a Trustee (excluding, in the case of a Trustee, the service of acting as a Trustee and services performed under a contract of employment with the Company) provided that this provision and Article 5.2.3 may only apply to less 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 Connected to that Trustee) ;
  - 5.1.4 Interest on money lent by any member of the Company, Trustee or person Connected to a Trustee at a reasonable and proper rate per annum not exceeding the higher of (a) 0.5% or (b) 2% less than the published base lending rate of any bank or building society selected by the Trustee Board;
  - 5.1.5 Fees, remuneration or other benefit in money or money's worth to any company of which any member of the Company, Trustee or person Connected to a Trustee may also be a member holding not more than 1% of the issued capital of that company;
  - 5.1.6 Reasonable and proper rent for premises demised or let by any member of the Company, Trustee or person Connected to a Trustee;
  - 5.1.7 In the case of any member of the Company, Trustee or person Connected to a Trustee, reasonable out-of-pocket expenses incurred in connection with the affairs of the Company; or

- 5.1.8 In the case of any Trustee, any premium in respect of any indemnity insurance paid out in accordance with Article 4.18 above and payment under an indemnity from the Company in accordance with the indemnity provisions in Article 25.
- 5.2 A Trustee, a person Connected to a Trustee or any member of the Company may receive the following benefits from any Subsidiary Company:
- 5.2.1 A Trustee, a person Connected to a Trustee or any member of the Company may receive a benefit from any Subsidiary Company in his or her capacity as a beneficiary of the Company or of any Subsidiary Company;
- 5.2.2 A Trustee, a person Connected to a Trustee or any member of the Company may be reimbursed by any Subsidiary Company for, or may be paid out of any Subsidiary Company's property, reasonable expenses properly incurred by him or her when acting on behalf of any Subsidiary Company;
- 5.2.3 A Trustee, a person Connected to a Trustee or any member of the Company may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the approval of the Trustees, (excluding, in the case of a Trustee, services performed under a contract of employment with any Subsidiary Company) provided that this provision and Article 5.1.3 may only apply to less 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 Connected to that Trustee);
- 5.2.4 A Trustee, a person Connected to a Trustee or any member of the Company may receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
- 5.2.5 A Trustee, a person Connected to a Trustee or any member of the Company may receive reasonable and proper rent for premises let to any Subsidiary Company;
- 5.2.6 Any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
- 5.2.7 A Trustee or a person Connected to a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company.
- 5.3 Where a payment is made or a benefit received under Article 5.1 or 5.2
- 5.3.1 Article 28.2 must be complied with; and
- 5.3.2 Where the payment is made to or a benefit received by a Trustee or a person Connected to a Trustee:

- (a) The provisions of Article 19 shall be followed; and
- (b) The payment or benefit must be approved by the Trustee Board save for a payment or benefit under Articles 5.1.1, 5.1.7 or 5.1.8 or Articles 5.2.1, 5.2.2, 5.2.6 or 5.2.7.

## **6. BRANCHES AND REGIONS**

### ***Branches***

- 6.1 The Trustee Board may form or recognise, and dissolve, suspend or withdraw recognition (as applicable) from any Branch as it thinks fit and may impose such conditions on recognition as it thinks fit.
- 6.2 A Dormant Branch, an Unincorporated Branch or an Affiliated Branch shall forthwith be wound up if recognition of the Branch as a branch of Samaritans is withdrawn by the Trustee Board. Such powers are not intended to otherwise affect the autonomous status of any such Branch.
- 6.3 Upon the dissolution of, winding up, or withdrawal of recognition from an Affiliated Branch or an Unincorporated Branch, the members of the Branch shall (subject to any consents required by the law governing such Branch and/or any provision to the contrary in the constitution of the Branch) forthwith transfer all the net assets (after payment of all liabilities) of that Branch to the Company which may:
  - 6.3.1 Use such assets to continue to operate the Branch as an SCC Branch;
  - 6.3.2 Transfer such assets to such charitable body or bodies as the Trustee Board shall determine and direct which, so far as is practicable, have purposes similar to the objects of the Branch and, where possible, carry out activities in the same area in which Branch is based; or
  - 6.3.3 Otherwise apply such assets in accordance with the Objects.
- 6.4 After the dissolution of, winding up of, or withdrawal of recognition from an Affiliated or Unincorporated Branch, the members or former members of the Affiliated or Unincorporated Branch shall not be entitled, save with the prior consent in Writing of the Trustee Board, to form a separate association of any kind which:
  - 6.4.1 Uses or holds itself out as using the name of the Company or any imitation or derivation thereof; or
  - 6.4.2 Represents itself or permits itself to be held out as being in any way connected with or interested in the Company or the Samaritans Organisation.
- 6.5 Branch Directors shall, save in exceptional circumstances, be nominated by their respective Branch following a process approved by the Trustee Board. The Trustee Board shall have power at any time to determine the appointment of a Branch Director itself, or upon the recommendation of the relevant Branch. A Branch Director shall be given wide powers in the

management of the Branch to the extent that the objects of the Branch as set out in its constitution (or in the case of an SCC Branch, the objects of the Company) may be pursued without undue restriction provided always that the Branch Director acts in accordance with the objects of the Company and policies determined by the Trustee Board from time to time.

### ***Regions***

- 6.6 Regional Directors shall, save in exceptional circumstances, be nominated by the Branches in the Region and appointed (or reappointed as the case may be) by the Nominations Committee.
- 6.7 The Trustee Board shall have power at any time to determine the appointment of a Regional Director itself or upon the recommendation of the applicable Regional Council. If a Regional Director is appointed to the Trustee Board then he or she shall be deemed to have resigned as Regional Director and the Nominations Committee shall appoint an alternative in accordance with Article 6.6.
- 6.8 The role of the Regional Director shall include, without limitation, supporting the Branches in their respective Regions in order to ensure that the Objects and the policies determined by the Trustee Board from time to time are upheld and followed.

## **7. COUNCILS**

### ***Council of Samaritans***

- 7.1 There shall be a Council of Samaritans comprised of the persons set out in Article 7.2. The role of the Council of Samaritans is to provide a forum for Samaritans' volunteer leadership to consider and discuss the work and direction of the Samaritans Organisation, to foster a sense of unity and collaboration and to provide all branches with a clear picture of activity across the Samaritans Organisation.
- 7.2 The members of the Council of Samaritans shall be:
  - 7.2.1 All Branch Directors;
  - 7.2.2 All Regional Directors;
  - 7.2.3 All Functional Leads; and
  - 7.2.4 The Vice-Chair.
- 7.3 The Council of Samaritans shall meet at least once per calendar year. At the direction of the Trustee Board, a meeting of the Council of Samaritans may be held either in person or as a Virtual Meeting.

### ***Regional Councils***

- 7.4 There shall be a Regional Council for each Region comprised of the persons set out in Article 7.6. The role of the Regional Councils is to challenge, advise and guide the Board of Trustees on

key policy issues affecting the wider Samaritans organisation and to act as a channel of communication between the Trustee Board and the Branches.

- 7.5 Each Regional Council shall meet at least twice yearly. A meeting of a Regional Council may be held either in person or as a Virtual Meeting.
- 7.6 The members of each Regional Council shall be:
  - 7.6.1 The Regional Director of that Region; and
  - 7.6.2 The Branch Directors in that Region.

***General***

- 7.7 The Trustee Board shall approve rules of procedure for the Councils. Subject to the provisions contained in such rules of procedure and in these Articles, the Councils shall regulate their own procedures.
- 7.8 Any member of a Council may, in accordance with the rules of procedure for that Council, appoint any Samaritan as his or her proxy to attend meetings of that Council and vote instead of him or her.
- 7.9 Any Trustee shall have the right to attend and to speak, but not to vote, at any Council meeting, unless the chair of that Council otherwise directs. Where a Trustee is also a member of a Council, this Article 7.9 shall not affect their rights to attend, speak or vote at such Council in their capacity as a Council member.
- 7.10 Council members shall be entitled to be reimbursed for all reasonable travelling, hotel, and other expenses properly and necessarily incurred by them in connection with their attendance at Council meetings.

**8. MEMBERS OF THE COMPANY**

- 8.1 The Chair, each Branch Director, each Regional Director and each Functional Lead shall be members of the Company. Each member shall be required to sign the register of members or consent in Writing to become a member.
- 8.2 Membership of the Company shall terminate automatically without the need for any written formality upon the happening of any event as a result of which a member ceases to be the Chair, a Branch Director, a Regional Director or a Functional Lead. Membership shall not be transferable and shall cease on death.
- 8.3 The Trustee Board may in its sole discretion debar from future membership of the Company or of any Branch any person dismissed from membership of a Branch or otherwise ceasing to be a member of a Branch as a result of serious misconduct or conduct unbefitting a Samaritan or who fails to observe in any material respect any resolution of the Company or any Council Rule.

- 8.4 In accordance with the provisions of the Act, the Company shall keep a register of its members upon which shall be entered the names and addresses of the members, the date upon which each person was registered as a member and the date at which any person ceased to be a member. For the purposes of these Articles, the address of a member may either be deemed to be the address of a Branch to which he or she belongs, or may be his or her personal address.
- 8.5 The liability of the members is limited.
- 8.6 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Company's debts and liabilities contracted before he or she 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.

## **9. GENERAL MEETINGS**

- 9.1 The Company shall hold an annual general meeting in each calendar year in addition to any other meetings in that year; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next.
- 9.2 The annual general meeting shall be held at such time and place as the Trustee Board shall determine. At the direction of the Trustee Board, general meetings (including the annual general meeting) may be held either in person or as a Virtual Meeting. If all of the members participating in a general meeting are not in the same place, the Trustee Board may decide that the general meeting is to be treated as taking place wherever any of the members is.
- 9.3 The Trustee Board may whenever it thinks fit convene a general meeting, and general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 303 of the Act.

## **10. NOTICE OF GENERAL MEETINGS**

- 10.1 All general meetings shall be called by at least fourteen Clear Days' notice in Writing but a general meeting may be called by shorter notice if it is so agreed:
- 10.1.1 In the case of an annual general meeting, by all members of the Company entitled to attend and vote at the meeting; and
- 10.1.2 In the case of any other meeting by a majority in number of the members of the Company having a right to attend and vote at the meeting, being a majority together holding not less than 90% of the total voting rights at that meeting of all the members.

The notice shall specify the place, the day and the hour of the meeting and the general nature of the business to be transacted; if a special resolution is to be proposed, the notice shall include the proposed resolution and specify that it is proposed as a special resolution and in the case of an annual general meeting the notice shall specify the meeting as such. Where a general

meeting is to be held as a Virtual Meeting, this shall be stated in the notice together with appropriate instructions of how to attend and participate.

- 10.2 In every notice calling a meeting of the Company there shall appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a meeting of the Company. The notice shall be given to all members entitled to attend and vote and to the Trustees, the Chief Executive, Secretary and Auditors of the Company, and shall be served in accordance with Article 24.
- 10.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate any resolution passed or other proceedings at that meeting.

## **11. PROCEEDINGS AT GENERAL MEETINGS**

- 11.1 No business shall be transacted at any meeting unless a quorum is present. Seventy five persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member, shall be a quorum. Where a general meeting is held as a Virtual Meeting, "present" shall be construed accordingly.
- 11.2 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Trustee Board may determine (which may be a Virtual Meeting) and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum.
- 11.3 The Chair, the Vice-Chair or in their absence some other Trustee, shall preside as chair at general meetings.
- 11.4 The Chair may, with the consent of a meeting at which a quorum is present (and he or she shall if so directed by the meeting), adjourn the meeting from time to time and from place to place (which may be a Virtual Meeting), but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for thirty days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted (and where the adjourned meeting is to be held as a Virtual Meeting, this shall be stated in any such notice together with appropriate instructions of how to attend and participate). Otherwise it shall not be necessary to give any such notice.
- 11.5 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of, the result of a show of hands, a poll is duly demanded:
- 11.5.1 By the Chair; or
- 11.5.2 By at least three members present in person or by proxy having the right to vote at the meeting.

- 11.6 Unless a poll is duly demanded in accordance with Article 11.5, a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 11.7 The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 11.8 A poll shall be taken as the Chair directs (which may be by electronic means) and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll (which may be via a Virtual Meeting). The results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 11.9 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall be entitled to a casting vote in addition to any other vote he or she may have.
- 11.10 A poll demanded on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place (and/or in such manner) as the Chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 11.11 No notice need be given of a poll not taken immediately if the time and place at which (and/or the manner in which) it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven Clear Days' notice shall be given specifying the time and place at which (and/or the manner in which) the poll is to be taken.
- 11.12 A written resolution prepared in accordance with the requirements of the Act and executed by or on behalf of a simple majority (or in the case of a special resolution, a majority of not less than 75%) of the members who would have been entitled to vote upon it if it had been proposed at a general meeting at which they were present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each Executed by or on behalf of one or more such members.
- 11.13 The Chief Executive (and other staff of the Company as requested by the Chief Executive), Secretary and the Trustees of the Company shall be entitled to attend and speak, but not to vote, at any general meeting notwithstanding that he or she is neither a member of the Company nor a proxy for another member.

## **12. VOTES OF MEMBERS**

- 12.1 Subject to Article 11.9, on a show of hands every member present in person or through a proxy shall have one vote, and on a poll every member present in person or by proxy shall have one



vote. Where a general meeting is held as a Virtual Meeting, “present in person” shall be construed accordingly.

- 12.2 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.
- 12.3 Any member of the Company entitled to attend and vote at a general meeting shall be entitled to appoint another person as his or her proxy to attend, to speak and to vote instead of him or her at any general meeting and any proxy so appointed shall have the same right as the member to count in the quorum and speak at the meeting. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.
- 12.4 On a poll, votes may be given either personally or by proxy.
- 12.5 The instrument appointing a proxy shall be in Writing (“Proxy Notice”). If a Proxy Notice is not Executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who Executed it, to execute it on the appointor’s behalf.
- 12.6 A Proxy Notice and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority shall be deposited at the Proxy Notification Address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the Proxy Notice proposes to vote, or in the case of a poll taken more than 48 hours after it was demanded, the Proxy Notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll and in default the Proxy Notice shall not be treated as valid. Saturdays, Sundays, and public holidays are not counted when calculating the 48-hour and 24-hour periods referred to in this Article.
- 12.7 The Proxy Notice shall:
  - 12.7.1 State the name and address of the member appointing the proxy;
  - 12.7.2 Identify the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
  - 12.7.3 Be signed by or on behalf of the member appointing the proxy, or be authenticated in such manner as the Trustees may determine; and
  - 12.7.4 Be delivered to the Company in accordance with the Articles and any instructions contained in the notice of general meeting to which they relate.
- 12.8 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 12.9 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.

12.10 Unless a Proxy Notice indicates otherwise, it must be treated as:

12.10.1 Allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

12.10.2 Appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

12.11 The Proxy Notice shall be deemed to confer authority to demand or join in demanding a poll.

12.12 An appointment under a Proxy Notice may be revoked by delivering a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given to a Proxy Notification Address.

12.13 A notice revoking the appointment of a proxy only takes effect if it is received before:

12.13.1 The start of the meeting or adjourned meeting to which it relates; or

12.13.2 In the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

12.14 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

### **13. TRUSTEES**

13.1 The number of Trustees shall not be less than ten nor more than fifteen.

13.2 At least a simple majority of the Trustees must be Internal Trustees and if at any time that ceases to be the case:

13.2.1 The Nominations Committee shall, in accordance with Article 15.6, appoint such additional Internal Trustees as required; or

13.2.2 In the event that the Nominations Committee is unable to make such appointments within a reasonable period, such number of External Trustees as required shall retire and where such retirements are required, the External Trustees to retire shall be:

(a) those who volunteer to retire; or

(b) in the absence of any volunteers to retire, those who have been in office for the longest aggregate period (and if there is equality in the terms of office, those selected by the Chair)

provided that any External Trustee who retires under Article 13.2.2 may be invited by

the Trustee Board to attend and speak but not vote at meetings of the Trustee Board for the period of time representing the remainder of his/ her term had he/ she remained as a Trustee.

#### **14. POWERS AND RESPONSIBILITIES OF THE TRUSTEE BOARD**

- 14.1 Subject to the provisions of the Act and these Articles, the business of the Company shall be managed by the Trustee Board which may exercise all the powers of the Company. No alteration of the Articles shall invalidate any prior act of the Trustee Board which would have been valid if that alteration had not been made. A meeting of the Trustee Board at which a quorum (in accordance with Article 18.3) is present may exercise all the powers exercisable by the Trustee Board.
- 14.2 In exercising its powers, the Trustee Board shall consult with the Regional Councils on key policy issues affecting the Samaritans Organisation and shall have regard to, but shall not be bound to follow, advice and guidance given by these Councils.
- 14.3 The Trustee Board shall:
- 14.3.1 Submit to the Council of Samaritans an annual report on the activities of the Trustee Board;
  - 14.3.2 Submit to the Council of Samaritans an annual update and review of the Company's strategic plan; and
  - 14.3.3 Procure that the Nominations Committee submits an annual report on its activities to the Council of Samaritans.
- 14.4 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles, the Trustee Board shall have the following powers, namely:
- 14.4.1 To manage and conduct the affairs of the Company in all respects including (but not limited to) the management and conduct of all matters relating to finance, including the exercise of all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof;
  - 14.4.2 To expend the funds of the Company in such manner as it shall consider most beneficial for the achievement of the Objects and to invest in the name of the Company such part of the funds as it may see fit and to direct the sale or disposal of any such investments and to expend the proceeds of any such sale in furtherance of such objects;
  - 14.4.3 To enter into contracts on behalf of the Company;
  - 14.4.4 To appoint and remove the Chief Executive and Secretary and such other officials and staff as it deems necessary;

- 14.4.5 To form or recognise and dissolve, suspend or withdraw recognition from any Branch in accordance with these Articles;
- 14.4.6 To appoint and remove Branch Directors and Regional Directors in accordance with these Articles;
- 14.4.7 To control any bank account in the name of the Company in which any part of the assets of the Company is deposited and to direct the manner in which cheques and orders for the payment of money from such account shall be signed;
- 14.4.8 To determine from time to time, after consultation with Regional Councils, the composition of Regions;
- 14.4.9 To exercise all powers of the Company to purchase and maintain such insurance policies for the Trustees and other officers as provided in Article 25; and
- 14.4.10 To exercise all powers of the Company to ensure compliance with charity law.

## **15. APPOINTMENT AND RETIREMENT OF TRUSTEES**

- 15.1 All appointments and/or reappointments of Trustees (other than the Chair) shall be made by the Nominations Committee in accordance with the procedures set out in such rules of the Nominations Committee as may be adopted from time to time.
- 15.2 Subject to Article 15.5, Trustees (other than the Chair) shall be appointed by the Nominations Committee to serve for a three-year term and may also be reappointed by the Nominations Committee to serve a second three-year term.
- 15.3 Subject to Article 15.4, a person who has served as a Trustee for two terms in accordance with Article 15.2 may only be reappointed for a further term (or terms) if a minimum of twenty-four months has elapsed since they last ceased holding office as a Trustee. Where such time has elapsed, a person may be appointed as a Trustee for up to two further three-year terms in accordance with Article 15.2. Any such reappointment shall be subject to rigorous review and take into account the need for progressive refreshing of the board.
- 15.4 In exceptional circumstances and where a majority of the other Trustees agree that it would be in the best interests of the Company, a person who has served as a Trustee for two terms under Article 15.2 or under Article 15.3, may continue to serve as a Trustee for an additional period of up to twenty-four months, without completing the break in office specified in Article 15.3.
- 15.5 No person may be appointed or reappointed as a Trustee:
  - 15.5.1 Unless he or she has attained the age of 18 years;
  - 15.5.2 If he or she is disqualified under the Charities Act 2011 from acting as a charity trustee; or

15.5.3 If he or she has already been removed as a director of the Company pursuant to section 168 of the Act or by a resolution of the Company.

15.6 Subject always to Article 15.5, the Nominations Committee may at any time appoint a person who is willing to be a Trustee to fill a vacancy provided that the appointment does not cause the number of Trustees to exceed or fall below any number or proportion fixed by these Articles.

## **16. DISQUALIFICATION AND REMOVAL OF TRUSTEES**

16.1 A Trustee shall cease to hold office immediately if any one or more of the following occurs:

16.1.1 He or she ceases to be a director by virtue of any provision in the Act or by virtue of being disqualified as a director under the provisions of the Company Directors Disqualification Act 1986 or is disqualified from acting as a charity trustee by virtue of section 82 of the Charities Act 2011;

16.1.2 In the opinion of a majority of the other members of the Trustee Board he or she becomes incapable by reason of illness, injury or mental disorder of managing and administering his or her own affairs and the Trustee Board resolves that his or her office be vacated for this reason;

16.1.3 He or she resigns his or her office by notice in Writing to the Trustee Board (but only if at least 10 Trustees shall remain in office when the notice of resignation is to take effect failing which, such notice shall be deemed effective as soon as there are 10 Trustees);

16.1.4 He or she is absent without the permission of the Trustee Board from all their meetings held within a period of 6 months and the Trustee Board resolves that his or her office be vacated for this reason;

16.1.5 He or she is guilty of serious misconduct, conduct unbefitting a Samaritan or conduct likely to bring the Company into disrepute and the Trustee Board resolves that his or her office be vacated for this reason. 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;

16.1.6 He or she is removed by ordinary resolution of the members of the Company in general meeting of which special notice has been given provided the meeting has invited his or her views and considered the matter in the light of such views; or

16.1.7 He or she is an Internal Trustee and he or she ceases to be a member of a Branch for any reason, unless the Nominations Committee agrees that such person may continue in office as an External Trustee.

- 16.2 If as a result of the removal of a Trustee any requirements in these Articles regarding the number of Trustees and the composition of the Trustee Board are breached, then the Nominations Committee shall forthwith appoint a new Trustee or Trustees in accordance with these Articles pursuant to Article 15.6.

## **17. CHAIR**

- 17.1 The Chair shall be appointed by the Trustee Board as follows:

17.1.1 Any person who is willing to stand for appointment as Chair shall submit an application to the Nominations Committee, in such form as may be prescribed, together with such other materials as may be requested;

17.1.2 The Nominations Committee shall oversee a fair and transparent appointment process for the Chair, ensuring that the views of the Regional Councils on shortlisted candidates are considered by the Nominations Committee, or by any selection panel it may delegate to;

17.1.3 The Trustee Board shall appoint the Chair, following consideration of the recommendation of the Nominations Committee.

- 17.2 For the avoidance of doubt, any person wishing to stand for appointment as Chair who is a Trustee and/or a member of the Nominations Committee, a selection panel, a Regional Council (or any other group or body involved in the Chair appointment process) shall not be entitled to take part in or vote on any item of business related to the Chair appointment process.

- 17.3 Unless otherwise determined by the Trustee Board, the Chair shall be appointed for a three year term commencing on the 1<sup>st</sup> January immediately following the date of appointment.

- 17.4 In the event that an incumbent Chair wishes to be reappointed for a second term, the appointment process at Article 17.1 shall not apply. An appraisal process for the Chair shall be overseen by the Nominations Committee, following which the Trustee Board shall decide whether to re-appoint the Chair for a second term, having regard to the recommendation of the Nominations Committee.

- 17.5 The term of office for the Chair may at any time during the term be extended by up to six months by the Trustee Board. No person may be appointed to serve as Chair for more than two terms, consecutive or otherwise.

- 17.6 The Chair may be removed by Council of Samaritans at any time by a simple majority vote and otherwise in accordance with Article 16.1.

- 17.7 On taking office as Chair, such person if:

17.7.1 Not already a Trustee and not having previously served as a Trustee, shall become a Trustee for the duration of the period he or she remains Chair; or

17.7.2 Already a Trustee, or has previously served as a Trustee, shall continue to be or shall become a Trustee again for the duration of the period he or she remains Chair, but such person shall be deemed to automatically resign as Chair on the 31<sup>st</sup> December which follows or falls on the end of his or her ninth year in aggregate as a Trustee if he or she is still in office as Chair at that date.

17.8 The Trustee Board shall appoint one of the Internal Trustees to be Vice-Chair on such terms and for such period as the Trustee Board determines. Any Trustee appointed as Vice-Chair shall deputise for the Chair at such times and in such manner as required and may in his or her capacity as Vice-Chair, with the approval of the Chair, exercise any of the rights or functions of the Chair. The person appointed as Vice-Chair shall, for the duration of their term as Vice-Chair, be the chair of the Council of Samaritans.

## **18. PROCEEDINGS OF THE TRUSTEE BOARD**

18.1 The Trustees shall determine the number of meetings to be held each year but this shall not be less than four.

18.2 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they see fit. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustee Board which must be called by at least seven Clear Days' notice unless either all the Trustees agree or urgent circumstances require shorter notice. Notices of Trustees meetings shall be given in accordance with Article 24. All questions arising at a meeting shall be decided by a simple majority vote of those present in person (or if permitted by the Chair, by audio or video conferencing facility). In the case of an equality of votes, the Chair shall have a casting vote in addition to his or her own vote.

18.3 The quorum for the transaction of the business of the Trustee Board shall, unless otherwise determined by the Trustee Board, be not less than two-thirds of the total number of Trustees holding office at the date of the meeting (being present in person or if permitted by the Chair, by audio or video conferencing facility).

18.4 The Trustee Board may act notwithstanding any vacancies in their number provided that the number of Trustees holding office does not fall below the minimum number of Trustees fixed by the Articles and provided that the number of Trustees present (in person or, if permitted by the Chair, by audio or video conferencing facility) at a Trustee Board meeting is not less than the number fixed as the quorum.

18.5 If neither the Chair nor the Vice-Chair are present within ten minutes after the time appointed for the meeting, the other Trustees present shall elect one of their number to be chair of the Trustee Board for that meeting.

18.6 The Trustee Board may delegate any of its powers (to the extent the law permits) to any person, committee or working group. 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. The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

- 18.7 Committees or working groups formed for specific purposes whether temporary or permanent shall consist of such combination of Trustees, Council Members or other suitably qualified persons as the Trustees see fit. Any committee or working group so formed shall, in the exercise of powers so delegated, conform to the Articles and to any regulations or rules imposed on it by the Trustee Board. The meetings and proceedings of any such committee or working group shall be governed by the provisions of the Articles for regulating the meetings and proceedings of the Trustee Board so far as applicable and so far as the same shall not be superseded by any regulations or rules made by the Trustee Board. All acts and proceedings of any such committee or working group shall be reported to the Trustees as soon as practicable. No committee or working group shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 18.8 All acts done by and decisions taken at a meeting of the Trustee Board, notwithstanding that it is discovered afterwards that there was a defect in the appointment or reappointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, shall be as valid as if every such person had been duly appointed or reappointed, as the case may be, and was qualified and had continued to be a Trustee and had been entitled to vote.
- 18.9 The Trustee Board may invite such person or persons as it sees fit to attend and speak at meetings of the Trustee Board in a non-voting capacity, and not to count in the quorum, whenever the majority of the Trustees present at the meeting (being present in person or if permitted by the Chair, by audio or video conferencing facility) consider the attendance of such person or persons to be advantageous.
- 18.10 If:
- 18.10.1 A Trustee has become aware of a matter on which the Trustees need to take a decision;
  - 18.10.2 That Trustee has taken all reasonable steps to make all the Trustees aware of the matter and the decision to be taken;
  - 18.10.3 The Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
  - 18.10.4 At least 80% of the Trustees vote in favour of a particular decision on that matter;
- such decision shall be as valid and effectual as if it had been taken at a Trustee meeting duly convened and held.
- 18.11 Trustees participating in decisions taken under Article 18.10 may be in different places and may participate at different times and may communicate with each other by any applicable means which may include Electronic Means.



18.12 A Secretary shall 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.

18.13 An Honorary Treasurer shall be appointed by the Nominations Committee for such term, and upon such conditions as the Nominations Committee may think fit, and may be removed by the Nominations Committee or in accordance with the provisions of Article 16.1.

18.14 The Chief Executive and Secretary of the Company shall be entitled to receive notice of and to attend and speak, but not to vote, at any meeting of the Trustee Board notwithstanding that he or she is not a member of the Trustee Board.

18.15 The members of the Trustee Board shall be reimbursed all reasonable travelling, hotel, and other expenses properly and necessarily incurred by them in connection with their attendance at meetings of the Trustee Board or otherwise in connection with the discharge of their duties.

## **19. TRUSTEE INTERESTS AND MANAGEMENT OF CONFLICTS OF INTEREST**

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

19.1 Unless Article 19.2 applies, a Trustee must declare the nature and extent of:

19.1.1 Any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and

19.1.2 Any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.

19.2 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***

19.3 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 Company, 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.

19.4 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 Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

19.4.1 The decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

(a) the payment of premiums in respect of indemnity insurance effected in accordance with Article 4.18;

(b) payment under the indemnity set out at Article 25; and

(c) the benefits identified in Articles 5.1.1 to 5.1.8; or

19.4.2 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 19.5.

19.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 19.5, he or she must:

19.5.1 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;

19.5.2 Not be counted in the quorum for that part of the process; and

19.5.3 Withdraw during the vote and have no vote on the matter.

***Continuing duties to the Company***

19.6 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:

19.6.1 The Trustee shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

19.6.2 The Trustee shall not be accountable to the Company 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.

19.7 The Trustees must cause a register of Trustees' interests to be kept.

**20. MINUTES**

20.1 The Trustee Board shall cause proper minutes to be made (in books or an electronic record):

20.1.1 Of all appointments of members of the Trustee Board;

20.1.2 Of all resolutions of the Company and of the Trustee Board (including, without limitation, decisions of the trustees made without a meeting); and

20.1.3 Of all proceedings at meetings of the Company and of the Trustee Board and of committees of the Trustee Board or working groups established by the Trustee Board including the names of the Trustees present at each such meeting.

20.2 Each Council shall cause proper minutes to be kept (in books or an electronic record) of all proceedings of that Council.

20.3 Any such minute, if purported to be signed (or in the case of Trustee Board meetings, signed or authenticated) by the chair of the meeting, shall, as against any member or Trustee of the Company or member of the Council, be sufficient evidence of the proceedings.

## **21. ACCOUNTS**

21.1 The Trustee Board shall cause proper books of account to be kept and accounts to be prepared in accordance with the provisions of Part 15 of the Act and shall comply with the relevant accounting requirements of the Charities Act 2011. The Trustee Board shall ensure that (where possible) such accounts are transmitted to the Charity Regulator (if any) in any jurisdiction in which the Company is registered as a charity.

21.2 The books of account shall be kept at the Office or, subject to section 388 of the Act, at such other place or places in England as the Trustee Board shall think fit and shall always be open to the inspection of the members of the Company.

21.3 At each annual general meeting, the Trustee Board shall present a proper income and expenditure account for the period since that covered by the last preceding account made up to a date not more than 12 months before the date of such meeting together with a proper balance sheet made up as at the date to which the income and expenditure account is made up. Every such balance sheet shall be accompanied by proper reports of the Trustee Board and the Auditors of the Company with respect to the state of the Company's affairs and copies of such account, balance sheet and reports (all of which shall be prepared in accordance with statutory and regulatory requirements for the time being in force) and any other documents required by law to be annexed or attached thereto, or to accompany the same, shall not less than twenty one Clear Days before the date of such meeting be sent (which shall include sending by electronic communication in accordance with the Act) to the Auditors of the Company and to its members; provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware.

## **22. ANNUAL REPORT**

The Trustee Board shall comply with its obligations under the Charities Act 2011 and the Act with regard to the preparation of an annual report and its transmission to the Registrar of

Companies and the Charity Commission and any other Charity Regulator with which the Company is registered as a charity.

## **23. ANNUAL RETURN**

The Trustee Board shall comply with its obligations under the Charities Act 2011 and the Act with regard to the preparation of an annual return and its transmission to the Charity Commission and any other Charity Regulator with which the Company is registered as a charity.

## **24. COMMUNICATIONS BY AND TO THE COMPANY**

### **24.1 Subject to the provisions of the Act and the Articles:**

24.1.1 A document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in Hard Copy Form, in Electronic Form or (in the case of communications by the Company) by making it available on a website;

24.1.2 A document or information (including any notice) may only be given, sent or supplied under these Articles in Electronic Form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement; and

24.1.3 A document or information (including any notice) may only be given, sent or supplied by being made available under these Articles on a website if the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner, or if the recipient is deemed to have so agreed in accordance with the Act.

24.2 Any document or information (including any notice) sent to a member under the Articles may be sent to the member's postal address as shown in the Company's register of members or (in the case of documents or information sent by Electronic Means) to an address specified for the purpose by the member, provided that:

24.2.1 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current address; and

24.2.2 Notices of general meetings need not be sent to a member who does not register an address with the Company, or who registers only a postal address outside the United Kingdom and the Republic of Ireland, or to a member for whom the Company does not have a current address.

24.3 Any document to be served on the Company or on any officer of the Company under the Articles may only be served:

24.3.1 In the case of documents in Hard Copy Form, by sending or delivering them to the Office or delivering them personally to the officer in question; or

- 24.3.2 In the case of documents in Electronic Form, by sending them by Electronic Means:
- (a) to an address notified to the members for that purpose; and
  - (b) from an address previously notified to the Company by the member for the purpose of sending and receiving documents and information.
- 24.4 A member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 24.5 Where a document or information is sent or supplied under the Articles:
- 24.5.1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted;
  - 24.5.2 Where the document or information is sent or supplied by Electronic Means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed;
  - 24.5.3 Where the document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:
    - (a) the material is first made available on the website; or
    - (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.
- 24.6 Where any document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:
- 24.6.1 If the document or information has been sent to a member and is notice of a general meeting of the Company or a copy of the annual report and accounts of the Company, the Company is under no obligation to send a Hard Copy of the document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so; and
  - 24.6.2 In all other cases, the Company will send a Hard Copy of the document or information to the member's postal address as shown in the Company's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.
- 24.7 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

## **25. INDEMNITY**

Subject to the provisions of the Act, but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer of the Company shall be indemnified out of the assets of the Company, to the extent permitted by law, against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or from 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. The Company may purchase and maintain such insurance policies for, and provide such other indemnities to, the Trustees and other officers as the Trustee Board sees fit and as are appropriate in accordance with the law.

## **26. RULES**

- 26.1 The Trustee Board shall adopt such rules of practice and procedure as it may deem necessary or expedient or convenient for the proper conduct and management of the Company including (but not limited to) rules concerning the composition, role and scope of authority of any committee of the Trustee Board or working group established by the Trustee Board.
- 26.2 The Trustee Board may from time to time amend or vary any rules made under Article 26.1 and shall adopt such means as it thinks sufficient to bring to the notice of the Councils all such rules and any material amendments or variations thereto, which shall be binding on all the members of the Company.
- 26.3 Any rules adopted under this Article 26 shall always be subject to the terms of these Articles and to any statutory requirements affecting the Company.

## **27. WINDING UP OF THE COMPANY**

If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property, this shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or other charitable institutions with objects similar to the Objects and which prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under Article 5 above, such institution to be chosen by ordinary resolution of the Company at or before the time of dissolution. If and so far as effect cannot be given to such provision then such property shall be given or transferred to some other charitable object or objects.

## **28. NORTHERN IRELAND AND SCOTLAND**

- 28.1 Nothing in these Articles shall authorise an application of the property of the Company for purposes which are not charitable in accordance with section 2 of the Charities Act (Northern Ireland) 2008 and/or section 7 of the Charities and Trustee Investment (Scotland) Act 2005.
- 28.2 The Company shall comply with the additional requirements under section 67 of the Charities and Trustee Investment (Scotland) Act 2005.

**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.

# SAMARITANS (The 'Company')

Company Number: 757372

## NOTICE OF THE 2021 ANNUAL GENERAL MEETING OF THE COMPANY

<b>To:</b>	The Members of the Company ( <i>Branch Directors, Regional Directors, Functional Leads, Chair</i> )
<b>From:</b>	The Company Secretary
<b>cc:</b>	Chief Executive Trustees Auditor
<b>Subject:</b>	Notice of the Annual General Meeting of the Company
<b>Date of Notice:</b>	26 October 2020

**NOTICE IS HEREBY GIVEN** that an Annual General Meeting of the Company will be held at by videoconference<sup>1</sup> (details to be circulated) at **10.00am** on **Saturday 13 November 2021** to conduct the following business:

1. To receive the minutes of the 2020 Annual General Meeting of the Company held on 31 October 2020;
2. Welcome and introduction of Samaritans Board of Trustees
3. To receive an overview of charity activity for the year ended 31 March 2021
4. To receive the Company's Annual Accounts for the year ended 31 March 2021;
5. To vote on the Special Resolutions attached to this Notice as **item 05a**;
6. To reappoint by ordinary resolution Crowe U.K. LLP as the Company's auditor for the year ending 31 March 2022;
7. To receive the report of the Nominations Committee over the period since the last Annual General Meeting and to note the retirement and appointment/reappointment of Directors (Trustees) of the Company.

Graeme Danton  
Company Secretary

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<sup>1</sup> As provided for in the Articles of Association

**SAMARITANS**, a company limited by guarantee registered in England & Wales (company registered number 757372) and a charity registered in England & Wales (registered charity number 219432) and in Scotland (Scottish charity number SC040604). Registered office at The Upper Mill, Kingston Road, Ewell, Surrey KT17 2AF.