

Company No. 00898651

THE COMPANIES ACT 2006

SPECIAL RESOLUTION OF

THE BRITISH NUTRITION FOUNDATION
(the "Company")

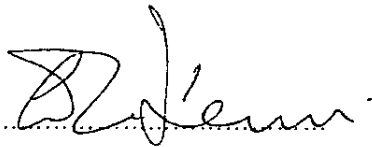
Passed on 19 November 2019

At an annual general meeting of the Company duly convened and held at Royal College of Physicians, St Andrew's Place, London, NW1 4LE on 19 November 2019 at 9:30am the following resolution was duly passed as a special resolution (the "**Resolution**").

SPECIAL RESOLUTION

1. THAT, the articles of association appended to this Resolution be adopted as the new articles of association of the Company in substitution for and in exclusion of any existing articles of association of the Company.

Signed:.....



Director: CHAIR OF BOARD OF TRUSTEES

Date: ~~5th~~ December 2019

9 December 2019

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MONDAY



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THE BRITISH NUTRITION FOUNDATION LIMITED

ARTICLES OF ASSOCIATION

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

(ADOPTED BY SPECIAL RESOLUTION ON 19 NOVEMBER 2019)

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The Companies Act 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE BRITISH NUTRITION FOUNDATION LIMITED

(adopted by Special Resolution passed on 19 November 2019)

1 INTERPRETATION

1.1 In these regulations –

‘the Act’ means the Companies Act 2006 as amended from time to time;

‘Advisory Committee’ means an advisory committee of the Foundation and as may be constituted by the Trustees;

‘the Articles’ means the articles of the Foundation;

‘Board of Trustees’ means the board of trustees of the Foundation and as may be constituted by the Trustees;

‘the Chair’ and **‘the Vice-Chair’** mean the Trustees respectively appointed Chair and Vice-Chair by the Board of Trustees, and **‘the Immediate Past Chair’** is the previous Chair;

‘Charity Commission’ means the Charity Commission for England and Wales;

‘clear days’ in relation to the period of a notice means 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;

‘Corporate Members’ has the meaning given to that term in Article 6.3(a);

‘Committees’ means the committees of the Foundation as set out at Article 15.1;

‘communication’ means the same as in the Electronic Communications Act 2000;

‘Connected Person’ means any person falling within one of the following categories:

- (i) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or
- (ii) the spouse or civil partner of any person in (i); or
- (iii) any person who carries on business in partnership with a Trustee or with any person in (i) or (ii); or
- (iv) an institution which is controlled by either a Trustee, any person in (i), (ii) or (iii), or a Trustee and any person in (i), (ii) or (iii), taken together;

- (v) a corporate body in which a Trustee or any person in (i), (ii) or (iii) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article;

‘electronic communication’ means the same as in the Electronic Communications Act 2000;

‘executed’ includes any mode of execution;

‘the Foundation’ means The British Nutrition Foundation;

‘Members’ means a person who is a subscriber to the memorandum or who is admitted to membership in accordance with the Articles;

‘Nominations Committee’ means a nomination committee of the Foundation and as may be constituted by the Trustees;

‘Objects’ has the meaning given to that term in Article 3.1;

‘office’ means the registered office of the Foundation;

‘ordinary resolution’ has the meaning given in section 282 of the Companies Act 2006;

‘Scientific Committee’ means a scientific committee of the Foundation and as may be constituted by the Trustees;

‘the seal’ means the common seal of the Foundation;

‘secretary’ means the secretary of the Foundation or any other person appointed to perform the duties of the secretary of the Foundation, including a joint, assistant or deputy secretary;

‘Senior Leadership Team’ means the leadership team of the Foundation, being comprised of the individuals appointed as senior executive and/or senior management from time to time;

‘special resolution’ has the meaning given in section 283 of the Companies Act 2006;

‘Trustee Member’ has the meaning given to that term in Article 6.3(b);

‘the Trustees’ means the directors of the Foundation; and

‘the United Kingdom’ means Great Britain and Northern Ireland.

1.2 Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Foundation.

1.3 The following regulations constitute the Articles of Association of the Foundation and neither the ‘relevant model articles’ (as defined in section 20(2) of the Companies Act 2006) nor any other articles, or regulations prescribing the form of articles, shall apply to the Foundation.

2 LIABILITY OF MEMBERS

2.1 The liability of each Member is limited to £5, being the amount that each Member undertakes to contribute to the assets of the Foundation in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:

- (a) payment of the Foundation's debts and liabilities contracted before he ceases to be a Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

3 OBJECTS

3.1 The objects for which the Foundation is established (the '**Objects**') are:

- (a) to advance the education of the public, and those involved in training and the education of others, in nutrition; and
- (b) to advance the study of and research into nutrition for the public benefit, and disseminate and publish the useful results of such research.

4 POWERS

4.1 In pursuance of the Objects, but not further or otherwise, the Foundation has the power:

- (a) to collate, analyse, prepare, publish and disseminate research and information in every form;
- (b) to act as an authoritative body for the purpose of establishing the scientific consensus on nutritional issues and for consultation in matters of public, scientific and educational interest concerning nutrition and related subjects;
- (c) to establish and maintain libraries and other facilities for study and research and to grant scholarships, bursaries and prizes;
- (d) to co-operate with universities, foundations and other scientific, research and educational institutions, with national and supra-national government bodies and with other domestic or international organisations with a view to the promotion of any of the Objects of the Foundation;
- (e) to print and publish any books, periodicals, newspapers, leaflets, or other materials and to disseminate any information in any manner (including by maintaining websites and otherwise in electronic form);
- (f) to raise funds whether through subscriptions, endowments or donations to the Foundation of money or assets of any kind (whether or not subject to any conditions) or in any other way except by way of carrying on a trade or business for the purpose of raising funds rather than pursuing the Objects where the profits of that trade are subject to corporation tax;
- (g) to invest the money and other assets of the Foundation not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions and consents as may for the time being be imposed or required by law; and for this purpose to employ advisers and professional fund managers and arrange for the property of the Foundation to be held by nominees;
- (h) to acquire by any means any property or rights of any kind;
- (i) to maintain, manage, improve, develop, grant rights and privileges in respect of, and to dispose or otherwise deal with, all or any part of the property and rights of the Foundation (but only in accordance with relevant statutory regulations including those imposed by the Charities Act 2011 (and any provision amending, supplementing or re-enacting that Act and including any subordinate legislation under it) (the '**Charities Act**'));
- (j) to lend money or give credit to such persons and on such terms as may seem expedient and otherwise to deal with the money and other assets of the Foundation;
- (k) to borrow money and to give security for any loan over any part of the Foundation's undertaking and property (whether present or future) but only in accordance with the relevant statutory regulations including those imposed by the Charities Act;
- (l) to give such indemnities as may seem expedient and to guarantee the performance of any obligation of any person;
- (m) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;

- (n) to pay out of the funds of the Foundation all expenses which it may lawfully pay with respect to its formation and registration;
- (o) to accept and take over the undertaking and assets of any organisation carrying on work similar to the work of the Foundation and to take over all the liabilities of that organisation, and to donate the whole or any part of the undertaking and assets of the Foundation to and to amalgamate with any organisation having objects in whole or in part similar to the Objects and to acquire or take over all or any part of its undertaking or assets;
- (p) to enter into contracts to provide services to or on behalf of other bodies;
- (q) to establish or acquire subsidiaries for any purpose including to assist or to act as agent for the Foundation;
- (r) to act as trustee of any charitable trusts established solely or principally for or having objects wholly or partly similar to the Objects and to establish, subsidise, support and manage any other association, and to subscribe or guarantee money or make payments for, or otherwise support, any charitable, benevolent, public, general or useful object;
- (s) to grant, continue and pay such salaries, pensions, gratuities or other sums in recognition of services for existing or former employees of the Foundation and their families and dependants as the Board of Trustees may from time to time think proper;
- (t) to do all such other acts and things as are necessary for the attainment of any of the Objects. Provided that:
 - (i) in case the Foundation shall take or hold any property which may be subject to any trusts, the Foundation shall deal with or invest the same only in such manner as allowed by law, having regard to such trusts; and
 - (ii) the objects of the Foundation shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

5 APPLICATION OF INCOME AND PROPERTY

- 5.1 The income and property of the Foundation shall only be applied to promote the Objects.
- 5.2 Except as provided below, no part of the income or property of the Foundation may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Foundation. This shall not prevent any payment in good faith by the Foundation of:
 - (a) a benefit to any Member in the capacity of a beneficiary of the Foundation;
 - (b) reasonable and proper remuneration to any Member for any goods or services supplied to the Foundation, provided that Article 20 applies if such a Member is a Trustee;
 - (c) interest on money lent by a Member to the Foundation at a reasonable and proper rate;
 - (d) reasonable and proper rent for premises demised or let by a Member to the Foundation; and
 - (e) any payment to a Member who is also a Trustee which is permitted under Article 20;

6 MEMBERS

- 6.1 The persons who, on the date of the adoption of these Articles, are Members of the Foundation and such other persons as are admitted to membership in accordance with the Articles, shall be Members of the Foundation. Every person who wishes to become a Member shall deliver to the Foundation an application for membership in such form as the Trustees require executed by them.
- 6.2 There shall be the following categories of Members of the Foundation:
 - (a) Corporate Member; and
 - (b) Trustee Member.

Where a person may qualify for membership in more than one category, the Trustees shall on their admission as a Member or where they are already a Member on their becoming qualified in another category, notify the Member of the category of their membership.

6.3 The following persons only shall be eligible for membership of the Foundation –

- (a) as Corporate Members, being any corporate body or other organisation or association carrying on or interested in –
 - (i) achieving the objects of the Foundation; and, but not limited to
 - (ii) producing, processing, treating, distributing or selling substances for eating or drinking;
 - (iii) research into nutrition;
 - (iv) educating the public in, and making information available to the public about, nutrition, or who the Trustees otherwise determine (in their sole and absolute discretion) should be appointed as a Corporate Member; and
- (b) as Trustee Members, being the persons who are currently appointed as Trustees.

6.4 Trustees shall have an absolute discretion whether or not to approve any other person as a Member.

6.5 Membership shall not be transferable.

7 FINANCIAL CONTRIBUTION OF MEMBERS

7.1 In respect of each year each Corporate Member shall pay an annual subscription to the Foundation. No Member in any other category of membership shall be required to pay an annual subscription.

7.2 The Foundation at general meetings may at any time, set or vary the amount of annual subscription due from each category of Member of the Foundation set out in Article 7.1.

7.3 Any Member may make a donation at any time to the Foundation, in such manner as may be agreed with the Trustees but, without the prior agreement of the Trustees every donation will be applied by the Foundation generally and not restricted to any particular purpose.

8 CESSATION OF MEMBERSHIP

8.1 A Member may at any time withdraw as a Member of the Foundation by giving at least one year's notice to the Foundation.

8.2 Any Member who is a person (rather than a body corporate or other association) shall cease to be a Member if –

- (a) they die;
- (b) they are declared bankrupt or they enter into a composition or arrangement with their creditors generally;
- (c) if, in the opinion of the Trustees, their conduct renders them unfit for membership and the Trustees decide that they shall cease to be a Member; or
- (d) if, being a Trustee Member, they cease voluntarily or involuntarily to hold their office as a Trustee.

8.3 For the avoidance of doubt, immediately upon vacating their office as a Trustee, such Trustee Member shall be deemed to have automatically submitted to the Foundation their notice to withdraw as a Member of the Foundation. Notwithstanding Article 8.1, the relevant Trustee Member's membership of the Foundation shall cease immediately thereafter.

8.4 Any Member who is a body corporate or other association (rather than a person) shall cease to be a Member if –

- (a) being a body corporate or other association, are to be or have already been wound-up;
- (b) they shall fail to pay any annual subscription payable by it within three months of the date when it became due and the Trustees resolve that such Member shall cease to be a Member; or
- (c) in the opinion of the Trustees, its conduct renders it unfit for membership and the Trustees resolve that it shall cease to be a Member.

8.5 If the Trustees propose that a Member shall cease to be a Member under Article 8.2(c) or 8.4(c), they shall -

- (a) give to the Member at least fourteen clear days' notice of the place and time of the meeting of the Trustees at which the motion for their cessation of membership is to be put and of the grounds on which it is to be put; and
- (b) permit the Member to attend the meeting (together with one representative being such person as the Member may nominate) and (before the motion is put to the vote) allow them (or their representative on their behalf) to give orally or in writing any explanation or defence of their conduct as they may think fit.

8.6 A Member who ceases to be a Member shall not be repaid any part of the annual subscription paid by them in accordance with the Articles and they shall remain liable to pay to the Foundation all monies owing by them to the Foundation at the time of their cessation of membership.

9 GENERAL MEETINGS

9.1 All general meetings shall be called extraordinary general meetings.

9.2 The Trustees may call general meetings pursuant to section 302 of the Act.

9.3 Members (representing at least 5% of the voting rights) may also call general meetings pursuant to section 303 of the Act. The Trustees must call the general meeting requested by the Members within twenty-one days' from the date on which they became subject to the requirement and the general meeting must be held not more than twenty-eight days' after the date of the notice convening the general meeting.

10 NOTICE OF GENERAL MEETINGS

10.1 General meetings shall be called by at least fourteen clear days' notice. A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the Members.

10.2 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted.

10.3 The notice shall be given to all the Members (entitled to attend and vote at that meeting), Trustees and auditor for the time being of the Foundation.

10.4 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 the proceedings at that meeting.

11 PROCEEDINGS AT GENERAL MEETINGS

11.1 No business shall be transacted at any meeting unless a quorum is present. A quorum is six Members present in person or through their duly authorised representative and who are entitled to vote on the business to be conducted at the meeting.

11.2 Members may participate in a meeting via telephone or other means of communication where all persons participating in the meeting can speak to each other and hear each other speak.

11.3 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting:

- (a) if convened on the requisition of Members, shall be dissolved; and
- (b) in any other case shall stand adjourned to the same day, the following week at the same time and place, or to such time and place as the Trustees may determine.

11.4 If at any meeting adjourned under Article 11.3(b) a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present in person or by proxy shall be a quorum but so that not less than two Members shall constitute the quorum.

11.5 The person appointed as the chair of the Board of Trustees shall preside as chair of the meeting. If that person is not present within fifteen minutes after the time appointed for holding the meeting and willing to act, the person appointed as vice-chair of the Board of Trustees shall preside as chair of the meeting and, if that person is not present, a Trustee elected by the Trustees present shall be chair of the meeting and, if there is only one Trustee present and willing to act, it shall be chair of the meeting. If no Trustee is willing to act as chair of the meeting, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chair of the meeting.

11.6 The chair of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, 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 fourteen 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. Otherwise, it shall not be necessary to give any such notice.

11.7 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, the show of hands a poll is duly demanded.

12 VOTING AT GENERAL MEETINGS

12.1 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, the show of hands a poll is duly demanded (provided that the poll is conducted in accordance with Articles 12.8 and 12.9).

12.2 Each Trustee Member shall have the right to vote at any general meeting of the Foundation (the '**Eligible Members**'). No other Members shall have the right to vote at any general meeting of the Foundation.

12.3 On a show of hands each Eligible Member who (being a person) is present in person shall have one vote. On a poll each Eligible Member at the meeting present in person, by a duly authorised representative or by proxy shall have one vote.

12.4 Subject to the provisions of the Act, a poll may be demanded:

- (a) by the chair of the meeting;
- (b) by the Trustees;
- (c) by at least five Eligible Members; or
- (d) by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting,

and a demand by a person as proxy for a Eligible Member shall be the same as a demand by the Eligible Member.

12.5 Unless a poll is duly demanded, a declaration by the chair of the meeting 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.

- 12.6 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 12.7 A poll shall be taken as the chair of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 12.8 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
- 12.9 A poll demanded on the election of a chair of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair of the meeting directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was 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.
- 12.10 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 12.11 A resolution in writing executed by or on behalf of each Eligible Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was 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 Eligible Members.
- 12.12 Any body corporate or other association which is an Eligible Member of the Foundation may, by resolution of its directors or other governing body or by authority to be given under seal or under the hand of an officer duly authorised by it, authorise such person as it thinks fit to act as its representative at any meeting of the Foundation. A person so authorised shall be entitled to exercise the same power on behalf of the Eligible Member as the Eligible Member could exercise if it were an Eligible Member, save that the secretary or other person on behalf of the Foundation may require such representative to produce a certified copy of the authorisation before permitting them to exercise their powers. The Eligible Member shall for the purposes of the Articles be deemed to be present in person at any such meeting if a person duly authorised as its representative is present at it.
- 12.13 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 of the meeting whose decision shall be final and conclusive.

13 PROXIES

- 13.1 An Eligible Member is entitled to appoint another person as a proxy to exercise all or any of the Eligible Member's rights to attend and to speak and vote at a meeting of the Foundation.
- 13.2 Proxies may only be validly appointed by a notice in writing (a proxy notice) which:
- (a) states the name and address of the Eligible Member appointing the proxy;
 - (b) identifies the person appointed to be that Eligible Member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Eligible Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - (d) is delivered to the Foundation in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or any adjourned meeting) to which they relate.

- 13.3 A proxy notice which is not delivered in such manner shall be invalid unless the Trustees, in their discretion, accept the notice at any time before the meeting.
- 13.4 The Foundation may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 13.5 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.
- 13.6 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) 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
 - (b) 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.
- 13.7 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 Foundation by or on behalf of that person.
- 13.8 An appointment under a proxy notice may be revoked by delivering to the Foundation a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 13.9 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 13.10 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.

14 POWER OF THE TRUSTEES

- 14.1 Subject to the provisions of the Act and the Articles and to any direction given by special resolution, the business of the Foundation shall be managed by the Trustees, who may exercise all the powers of the Foundation as are not by the Articles required to be exercised by the Foundation in a general meeting. No alteration of the Articles and no direction given by special resolution shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article 14 shall not be limited by any special power given to the Trustees by the Articles and a meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
- 14.2 The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Foundation for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of their powers.
- 14.3 All cheques, promissory notes, drafts, bills of exchange and negotiable instruments, and all receipts for monies paid to the Foundation, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Trustees shall from time to time by resolution determine.
- 14.4 The Trustees shall cause minutes to be made in books provided for the purpose –
- (a) of all appointments of officers made by the Trustees;
 - (b) of the names of the Members of the Trustees present at meetings of the Trustees and of any committee of the Trustees; and
 - (c) of all resolutions and proceedings at all meetings of the Foundation and of the Trustees and of committees of the Trustees.

15 COMMITTEES

- 15.1 There shall be the following committees of the Foundation and shall be constituted by the Trustees –

- (a) the Board of Trustees;
- (b) the Advisory Committee;
- (c) the Nominations Committee; and
- (d) the Scientific Committee;
- (e) or any other committee as agreed by the Board of Trustees.

15.2 Committees to which the Trustees delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Trustees.

15.3 The Trustees may make rules of procedure for all or any Committees, which prevail over rules derived from the Articles if they are not consistent with them and may be amended by the Trustees at any time.

16 TRUSTEES

16.1 Any person who is willing to act as a Trustee (and who has been nominated by the Nominations Committee to be a representative of the Board of Trustees), and who is permitted by law to do so, may be appointed as a Trustee solely by resolution of the Trustees. For the avoidance of doubt, the Members shall not have the right to appoint a Trustee by ordinary resolution or special resolution.

16.2 There shall be no more than 12 Trustees each of which shall be a member of the Board of Trustees. The Nominations Committee shall nominate the individuals to be appointed as Trustees.

16.3 The Trustees shall be trustees of the Foundation for the purposes of the Charities Act 2011. On ceasing to be a Trustee in accordance with Article 17.1, a person shall cease to be a trustee of the Foundation although this shall not absolve the person from any liability incurred whilst being a trustee of the Foundation.

17 DISQUALIFICATION AND REMOVAL OF TRUSTEES

17.1 A Trustee shall cease to be a Trustee and their office shall be vacated if:

- (a) they hold any office under the Foundation entitling them to profit or remuneration;
- (b) they become a compulsory patient under the mental health legislation for the time being in force or an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, *curator bonis* or other person to exercise powers with respect to their property or affairs;
- (c) they become bankrupt or make any arrangement or composition with their creditors generally;
- (d) they resign their office by notice to the Foundation;
- (e) they cease to hold office by reason of any resolution duly passed by a majority of not less than half of the Members present and entitled to vote at a general meeting;
- (f) they are disqualified from being a charity trustee under the Charities Act 2011; or
- (g) they cease to be a director of any company by virtue of any provision of the Act or they become prohibited by law from being a director of a company.

17.2 In addition, a Trustee shall cease to be a Trustee and their office shall be vacated -

- (a) if a Trustee is directly or indirectly interested in any contract or matter with the Foundation and fails to declare the nature of their interest at the meeting at which the question of entering into the contract is first considered or at the next meeting of the Trustees held after he becomes interested in the contract or matter; or

- (b) if a Trustee holds any office in the Foundation entitling them to profit or remuneration.

18 CASUAL VACANCIES AND ADDITIONS

- 18.1 The Nominations Committee shall have power at any time and from time to time, to nominate any person eligible to act as a Trustee, either to fill a casual vacancy or as an addition to the existing Trustees, but so that the total number of Trustees shall not at any time exceed the number fixed under these Articles.

19 PROCEEDINGS OF THE TRUSTEES

- 19.1 The Trustees shall meet not less than three times every year for the conduct of business. The Trustees may adjourn and otherwise regulate their meetings as they think fit. Each Trustee shall have one vote. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair of the meeting shall have a second or casting vote.
- 19.2 The Chair may, and on the request of any Trustee (together with the written sponsorship of at least three Trustees) the secretary shall, at any time call a meeting of the Trustees. It shall not be necessary to give notice of a meeting of the Trustees to any Trustee for the time being absent from the United Kingdom.
- 19.3 The quorum for the transaction of business of the Trustees shall be six or such higher number as from time to time may be fixed by the Trustees.
- 19.4 A Trustee may participate in a meeting via telephone or other means of communication where all persons participating in the meeting can speak to each other and hear each other speak.
- 19.5 The Chair or, in their absence, the Vice-Chair shall act as chair at all meetings of the Trustees but if no Chair or Vice-Chair has been appointed, or if at any meeting none of them is present within five minutes after the time appointed for holding the meeting, the Trustees present shall elect one of their number to act as the chair of the meeting.
- 19.6 The Trustees may delegate any of their powers to any committee consisting of one or more Trustees. They may also delegate to the Senior Leadership Team such of their powers as they consider desirable to be exercised by them. Any such delegation may be made subject to any conditions the Trustees may impose, and either collaterally with or to the exclusion of their own powers, and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more Members shall be governed by the Articles regulating the proceedings of Trustees so far as they are capable of applying.
- 19.7 All acts done by any meeting of the Trustees or of a committee of the Trustees or by any person acting as a Trustees shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Trustee or that any of them were disqualified from holding office or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed, was qualified and had continued to be a Trustee and had been entitled to vote.
- 19.8 A resolution in writing signed by all the Trustees or of all the members of any committee of the Trustees shall be as effective for all purposes as a resolution duly passed at a meeting of the Trustees or of that committee duly convened and held, and may consist of several documents in the same form each signed by one or more Trustees or members of that committee.

20 BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS

- 20.1 A Trustee:
- (a) is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Foundation;
 - (b) may benefit from trustee indemnity insurance purchased by the Foundation in accordance with section 189 of the Charities Act 2011;
 - (c) may receive payment under an indemnity from the Foundation in the circumstances set out in Article 26;

- (d) may not receive any other benefit or payment from the Foundation unless it is authorised by this Article 20.

20.2 Unless the benefit or payment is permitted under Article 20.3, no Trustee (including a Member who is also a Trustee) or Connected Person may:

- (a) buy any goods or services from the Foundation on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the Foundation;
- (c) be employed by, or receive any remuneration from, the Foundation; or
- (d) receive any other financial benefit from the Foundation.

20.3 A Trustee or Connected Person may:

- (a) receive a benefit from the Foundation in the capacity of a beneficiary of the Foundation provided that a majority of the Trustees do not benefit in this way;
- (b) enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Foundation where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;
- (c) subject to Article 20.4, enter into a contract for the supply of goods to the Foundation that are not supplied in connection with services provided to the Foundation by the Trustee or Connected Person;
- (d) receive reasonable and proper rent for premises let to the Foundation;
- (e) receive interest at a reasonable and proper rate on money lent to the Foundation;
- (f) take part in the normal trading and fundraising activities of the Foundation on the same terms as members of the public; and
- (g) receive or retain any payment for which prior written authorisation has been obtained from the Charity Commission.

20.4 The Foundation and its Trustees may only rely upon the authority provided by Article 20.3(c) if each of the following conditions is satisfied:

- (a) the amount or maximum amount of the payment for the goods:
 - (i) is set out in an agreement in writing between the Foundation and the Trustee or Connected Person supplying the goods (the **'Supplier'**) under which the Supplier is to supply the goods in question to the Foundation;
 - (ii) does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- (b) the other Trustees are satisfied that it is in the best interests of the Foundation to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;
- (c) the Supplier:
 - (i) is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Foundation by them;
 - (ii) does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and

- (d) a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by this Article.

20.5 In this Article 20.3 and 20.4, the 'Foundation' includes any company in which the Foundation:

- (a) holds more than 50% of the shares; or
- (b) controls more than 50% of the voting rights attached to the shares; or
- (c) has the right to appoint one or more Trustees to the company.

20.6 A Trustee's duty under the Act to avoid a conflict of interest with the Foundation does not apply to any transaction authorised by this Article 20.

21 WINDING UP

21.1 On the winding up or dissolution of the Foundation, after provision has been made for all its debts and liabilities, any assets or property that remain (the '**Foundation's remaining assets**') shall not be paid or distributed to the Members (except to a Member that is itself a charity and qualifies to benefit under this Article) but shall be applied or transferred:

- (a) directly for one or more of the Objects;
- (b) to any charity or charities for purposes similar to the Objects; or
- (c) to any charity or charities for particular purposes falling within the Objects.

21.2 The decision on who is to benefit from the Foundation's remaining assets, pursuant to Article 21.1, may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Trustees at or before the time of winding up or dissolution.

21.3 In the event that no resolution is passed by the Members or by the Trustees in accordance with this Article, the Foundation's remaining assets shall be applied for charitable purposes as directed by the court or the Charity Commission.

22 SECRETARY

22.1 Subject to the provisions of the Act, the secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

23 RECORDS

23.1 The Trustees must ensure that the Foundation keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Trustees.

24 ACCOUNTS

24.1 Accounting records complying with the Act shall be kept at the office, or at such other place as the Trustees think fit. No Member shall (as such) and no other person (other than a Trustee shall) have any right of inspecting any accounting records or other books or documents of the Foundation except as conferred by statute or authorised by the Trustees or by ordinary resolution of the Foundation.

24.2 A copy of every balance sheet and profit and loss account which is to be laid before a general meeting of the Foundation (including every document required by law to be composed in or attached to it) shall not less than twenty-one days before the date of the meeting be sent to every Member of the Foundation entitled to attend and vote at that meeting and to every other person who is entitled to receive notices of meetings from the Foundation under the provisions of the Act or of the Articles. The Foundation may send any document required to be sent by this Article 24.2 by using electronic communications or by publishing such document on a website in accordance with the Act.

24.3 The balance sheet and profit and loss account referred to in Article 24.2 shall be audited in accordance with the provisions of the Act whether or not the Foundation is exempt from the

provisions of the Act relating to the audit of accounts and that balance sheet and account shall have attached to it an auditors' report in accordance with the Act.

24.4 Subject to the provisions of the Act, all acts done by any person acting as an auditor shall, as regards all persons dealing in good faith with the Foundation, be valid, notwithstanding that there was some defect in their appointment or that he was at the time of their appointment not qualified for appointment or subsequently became disqualified.

24.5 An auditor shall be entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which any Member is entitled to receive and to be heard at any general meeting on any part of the business of the meeting which concerns him as auditor.

25 NOTICES

25.1 Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Trustees) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this regulation and the next 'address' relation to electronic communications includes any number or address used for the purposes of such communications.

25.2 The Foundation may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at their registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Foundation by the Member. A Member whose registered address is not within the United Kingdom and who gives to the Foundation an address within the United Kingdom at which notices may be given to them shall be entitled to have notices given to them at that address, but otherwise no such Member shall be entitled to receive any notice from the Foundation.

25.3 A Member present, either in person or by proxy, at any meeting of the Foundation shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

25.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

26 INDEMNITY

26.1 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 or auditor of the Foundation shall be indemnified out of the assets of the Foundation against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Foundation.

27 INSURANCE

27.1 The Trustees may decide to purchase and maintain insurance, at the expense of the Foundation, for the benefit of any relevant Trustees in respect of any relevant loss. In this Article 27.1 –

- (a) a 'relevant Trustee' means any director or former director of the company or an associated company;
- (b) a 'relevant loss' means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.