

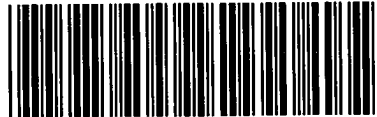
Company No: 01198990

Charity No: 504616

THE COMPANIES ACT 2006

**ARTICLES OF ASSOCIATION
OF
THE TRUST FOR WELSH ARCHAEOLOGY**

**Incorporated on 4 July 1975 and amended by Special Resolution on 23
November 2002, 1 March 2014 and 21 September 2023**

SA FRIDAY			
	ACF1LOEJ		
	A19	27/10/2023	#34
	COMPANIES HOUSE		
	ACDMDNV		
	A23	07/10/2023	#110
	COMPANIES HOUSE		

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COMPANIES ACT 2006

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

ARTICLES OF ASSOCIATION

OF

THE TRUST FOR WELSH ARCHAEOLOGY ("THE TRUST")

1. MODEL ARTICLES

The Model Articles for Private Companies Limited by Guarantee set out at schedule 2 of the Companies (Model Articles) Regulations 2008 shall not apply to the Trust.

2. OBJECTS

The Object for which the Trust is established is to advance the education of the public in archaeology.

3. AREA OF BENEFIT

The area of benefit of the Trust is primarily, but not exclusively, Wales (or such other area as the Trustees may in their absolute discretion determine).

4. POWERS

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

4.1 To take over all the functions, acquire the property and assume the liabilities of the following existing charitable companies:

- (a) The Clwyd-Powys Archaeological Trust (charity number 508301);
- (b) The Glamorgan-Gwent Archaeological Trust Limited (charity number 505609); and
- (c) Gwynedd Archaeological Trust Limited (charity number 508849).

4.2 To promote or carry out research, excavations, surveys, reports and any consequent or similar activities.

4.3 To provide advice.

4.4 To publish or distribute information.

- 4.5 To co-operate with other bodies.
- 4.6 To support, administer or set up other charities and act as charity trustee.
- 4.7 To raise funds (but not by means of **taxable trading**).
- 4.8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**).
- 4.9 To acquire or hire property of any kind.
- 4.10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 4.11 To make grants or loans of money and to give guarantees.
- 4.12 To set aside funds for special purposes or as reserves against future expenditure.
- 4.13 To undertake the following in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000:-
 - (a) Deposit or invest funds;
 - (b) Employ or appoint a professional fund manager or **financial expert**; and
 - (c) Arrange for the investments or other property of the Trust to be held in the name of a **nominee company** or by a **custodian**.
- 4.14 To insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required.
- 4.15 To pay for **indemnity insurance** for the Trustees.
- 4.16 Subject to article 5, to employ paid or unpaid agents, staff or advisers on appropriate terms.
- 4.17 To enter into contracts to provide services to or on behalf of other bodies.
- 4.18 To establish subsidiary companies to assist or act as agents for the Trust.
- 4.19 To amalgamate or merge with or support any other organisation, company or undertaking whose objects may (in the opinion of the Trustees) advantageously be combined with the Objects.
- 4.20 To do anything else within the law which promotes or helps to promote the Objects.

5. BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Trust must be used only for promoting the Object and do not belong to the Members of the Trust but:

- (a) Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Trust;
 - (b) Members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Trust;
 - (c) Members (including Trustees) may receive charitable benefits in the capacity of beneficiaries on the same terms as any other member of the public.
- 5.2 A Trustee and connected persons must not receive any payment of money or other material benefit (whether directly or indirectly) from the Trust except:
- (a) as mentioned in article 4.15 (indemnity insurance), 5.1(a) (interest), 5.1(b) (rent), 5.1(c) (charitable benefits) or 5.3 (contractual payments);
 - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Trust;
 - (c) an indemnity in respect of any liabilities properly incurred in running the Trust (including the costs of a successful defence to criminal proceedings);
 - (d) payment to any company in which a Trustee has no more than a 1 per cent shareholding;
 - (e) in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).
- 5.3 A Trustee may not be an employee of the Trust but a Trustee or a connected person may enter into a contract with the Trust to supply goods or services in return for a payment or other material benefit if:
- (a) the goods or services are actually required by the Trust;
 - (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in article 4.4; and
 - (c) no more than a minority of the Trustees are subject to such a contract in any **financial year**.
- 5.4 Subject to article 5.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:
- (a) declare the nature and extent of their interest at or before discussions begin on the matter;
 - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - (c) not be counted in the quorum for that part of the meeting;
 - (d) withdraw during the vote and have no vote on the matter.

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

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

5.6 This article 5 may not be amended without the prior written consent of the Commission.

6. LIMITED LIABILITY

The liability of Members is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Trust in the event of its being wound up.

7. GUARANTEE

Every Member promises, if the Trust is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Trust while the contributor was a member.

8. DISSOLUTION

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

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Object;
- (b) directly for the Object or charitable purposes within or similar to the Object;
- (c) in such other manner consistent with charitable status as the Commission approve in writing in advance.

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

9. MEMBERSHIP

9.1 The Trust must maintain a register of Members.

- 9.2 The Members of the Trust shall be its Trustees for the time being. The only persons eligible to be members of the Trust are its Trustees. Membership of the Trust cannot be transferred to anyone else.
- 9.3 Any Member and Trustee who ceases to be a Trustee automatically ceases to be a Member.
- 9.4 The Trustees may establish a class of **informal membership** and prescribe its privileges and duties and set the amounts of any subscriptions.

10. GENERAL MEETINGS

- 10.1 Members are entitled to attend general meetings either personally or by proxy. Proxy forms must be delivered to the **Secretary** at least 24 hours before the meeting. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 10.2 Those appointed to the Regional Advisory Panels shall be entitled to attend general meetings and may ask questions of the Trustees but shall have no vote.
- 10.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least four members or 50% whichever is the greater .
- 10.4 The **Chair** or (if the Chair is either not present or is unable or unwilling to do so) some other Member elected by those present presides at a general meeting.
- 10.5 Except where otherwise required by these articles or the **Companies Acts**, every issue is decided by a majority of the votes cast.
- 10.6 Every Member present in person by proxy has one vote on each issue.
- 10.7 A written resolution passed in accordance with the Companies Act 2006 is as valid as a resolution actually passed at a general meeting.
- 10.8 The Trust must hold an **AGM** in every year and not more than fifteen months shall elapse between each AGM.
- 10.9 At an AGM the Members:
- (a) receive the accounts of the Trust for the previous **financial year**;
 - (b) receive the Trustees' report on the Trust's activities in the previous financial year;
 - (c) note the retirement of those Trustees who have retired during the previous financial year;
 - (d) note any appointment or re-appointment of Trustees during the previous financial year;
 - (e) appoint auditors for the Trust;

- (f) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Trust and may remove any such title; and
- (g) may discuss and determine any other appropriate issues of policy or deal with any other business falling to be dealt with by the Members of the Trust.

10.10 A general meeting (other than an AGM) may be called at any time by the Trustees and must be called within 21 days if required to do so pursuant to section 303 of the Companies Act 2006.

10.11 In the event of technical issues arising during any virtual or hybrid meeting which raise concerns around the validity of the meeting, the person chairing the meeting may postpone or adjourn the meeting without obtaining the consent of the meeting.

11. THE TRUSTEES

11.1 The Trustees as **charity trustees** have control of the Trust and its property and funds.

11.2 The number of Trustees shall be not less than four and not more than eleven.

11.3 There will be, so far as possible, two trustees for each Region. The first Trustees of the Trust are as follows and are each appointed for the term and, where applicable, region noted against their name:

NAME	REGION	TERM
Sian Rees	Clwyd-Powys	Four years from 21/09/2023
Fiona Gale	Clwyd-Powys	Two years from 21/09/2023
Judith Wainwright	Dyfed	Four years from 21/09/2023
Hywel John	Dyfed	Two years from 21/09/2023
Nigel Clubb	Glamorgan-Gwent	Four years from 21/09/2023
David Elis-Williams	Gwynedd	Four years from 21/09/2023
John Ratcliffe	Gwynedd	Two years from 1/4/2023

11.4 Every Trustee after appointment or reappointment must sign a declaration of willingness to act as a charity trustee of the Trust before he or she may vote at any meeting of the Trustees.

- 11.5 Apart from the first Trustees, every Trustee must be appointed for a term of four years by a resolution passed at a properly convened meeting of the Trustees.
- 11.6 In selecting individuals for appointment as Trustees, the Trustees must have regard to the skills, knowledge and experience needed for the effective administration of the Trust.
- 11.7 In selecting Trustees to represent each Region, the Trustees shall first seek nominations from the Region's Advisory Panel in accordance with clause 14.6, and shall give consideration to those nominations in making their selection. For the avoidance of doubt, the Trustees shall have ultimate discretion as to the appointment of Trustees.
- 11.8 A retiring Trustee may be reappointed for a further term of four years provided that no Trustee (whether appointed or co-opted pursuant to article 11.11) may serve more than twelve consecutive years in office [unless otherwise determined by a resolution of the Trustees should the same be assessed by them to be in the best interests of the Trust due to special circumstances existing at that particular point in time.
- 11.9 A Trustee's term of office automatically terminates if he or she:
- (a) is disqualified under the Charities Act from acting as a charity trustee;
 - (b) ceases to be a director by virtue of any provision of the Companies Acts or is prohibited from being a director by law;
 - (c) becomes incapable, whether mentally or physically, of managing and administering his or her own affairs;
 - (d) is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his or her office be vacated;
 - (e) dies;
 - (f) resigns by written notice to the Trustees (but only if enough Trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
 - (g) is removed by resolution of the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 11.10 In the event of a Trustee resigning, or otherwise becoming unable to continue as Trustee, the Trustees may co-opt an individual who is qualified to be appointed as a Trustee to fill a vacancy in their number. If the departing Trustee was a Trustee representing a Region, the Trustees shall follow the procedure of clause 11.7 in selecting a replacement. The replacement Trustee shall serve for the remainder of the term of office of the departing Trustee, except that, if the term has less than twelve months to run, the Trustees may, at their discretion, appoint the replacement to serve for the remainder plus the subsequent term of four years.

- 11.11 The Trustees may at any time co-opt, for such period as they consider appropriate and not exceeding four years, any individual who is qualified to be appointed as a Trustee as an additional Trustee, and such a co-opted Trustee holds office only until removed by the Trustees at their absolute discretion or later expiry of the period for which they were initially co-opted.
- 11.12 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

12. PROCEEDINGS OF TRUSTEES

- 12.1 The Trustees must hold at least three meetings each year.
- 12.2 A quorum at a meeting of the Trustees is three or 50% of the total number of Trustees, whichever is the greater.
- 12.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees or any combination thereof in which all participants may communicate with all the other participants.
- 12.4 The Chair or (if the Chair is either not present or is unable or unwilling to do so) some other Trustee chosen by the Trustees participating presides at each meeting ('the chair of the meeting').
- 12.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by a majority of the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 12.6 Except for the chair of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.
- 12.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 12.8 If the number of Trustees falls below four the Trustees shall be entitled:
- (a) to co-opt additional Trustees under article 11.9; and/or
 - (b) to call a general meeting of Members; and
 - (c) to act to preserve and protect the assets of the Trust.

13. POWERS OF TRUSTEES

In addition to any other powers specified in these articles, the Trustees have the following powers in the administration of the Trust:

- 13.1 to appoint (and remove) any individual (who may be a Trustee) to act as Secretary of the Trust;
- 13.2 to appoint (and remove) a Chair, Treasurer and other honorary officers from among their number and to determine their respective roles and delegated responsibilities;

- 13.3 to delegate any of their functions to committees (including in respect of finance/audit/risk) consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees;
- 13.4 to make standing orders consistent with these articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy;
- 13.5 to make rules consistent with these articles and the Companies Acts to govern their proceedings and proceedings of committees, including the Advisory Panels;
- 13.6 to make regulations consistent with these articles and the Companies Acts to govern the administration of the Trust and the use of its seal (if any);
- 13.7 to make rules and establish procedures for the retirement of Trustees and the nomination and appointment of Trustees.
- 13.8 to establish procedures to assist the resolution of disputes or differences within the Trust;
- 13.9 to exercise any powers of the Trust which are not reserved to the Members.

14. REGIONS AND ADVISORY PANELS

- 14.1 The Trustees shall establish Regions, which together shall cover the whole of Wales and shall not extend beyond Wales.
- 14.2 The initial Regions shall be Dyfed; Clwyd-Powys; Glamorgan-Gwent; Gwynedd, comprising areas corresponding to the counties of those names existing on 31 March 1996.
- 14.3 The Trustees shall have power to alter the number, name and boundaries of the Regions, provided that
 - (a) The new Regions together cover the whole of Wales and do not extend beyond Wales;
 - (b) any resolution to that effect is not opposed by the Trustees appointed under clause 14.6 in respect of any region affected by the proposed change,
- 14.4 The Trustees shall establish such Advisory Panels as the Trustees consider necessary to advise on the Trust's activities as they affect each Region.
- 14.5 Each Advisory Panel shall, when requested by the Trustees, nominate from their own number, or otherwise, persons to represent their Region as Trustees.
- 14.6 The Advisory Panels will be chaired by the longer-serving Regional Trustee, or, if absent, the other Regional Trustee.
- 14.7 The Trustees shall, from time to time, establish terms of reference and other regulations to assist with the formation and governance of the Advisory Panels.

15. RECORDS AND ACCOUNTS

15.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act as to keeping financial and other records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of:

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

15.2 The Trustees must keep proper records of:

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

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

15.4 A copy of the Trust's latest available statement of account must be supplied on request to any Trustee or Member. A copy must also be supplied, within two months to any other person who makes a written request and pays the Trust's reasonable costs.

16. MEANS OF COMMUNICATION TO BE USED

16.1 Subject to these articles, anything sent or supplied by or to the Trust under these articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Trust and the company communications provisions in the Companies Act 2006 shall apply to anything sent or supplied under these articles.

16.2 A communication sent or supplied by the Trust shall be deemed to have been received by the intended recipient:

- (a) if it is sent by post, 24 hours after it was posted;
- (b) if it is hand delivered, at the time of such delivery;
- (c) if it is sent by electronic means, immediately upon its being sent; and
- (d) if it is made available on a website, when the notification of the presence of the communication on the website was received by the intended recipient or, if later, on the date on which the communication appeared on the website.

- 16.3 In the case of a communication sent or supplied by the Trust, the Trust may make the documents or information available on a website in accordance with the Companies Act 2006.
- 16.4 Subject to these articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 16.5 A Trustee may agree with the Trust that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

17. INDEMNITY

The Trust shall indemnify every Trustee (as a director) of the Trust against any liability incurred by him or her in that capacity to the extent permitted by the Companies Act 2006.

18. INTERPRETATION

- 18.1 In these articles, unless the context indicates another meaning:

'AGM'	means an annual general meeting of the Trust;
'Advisory Panel'	refers to one of the regional advisory panels established under article 14.4
'these articles'	means the Trust's articles of association;
'Chair'	means the chairperson of the Trustees from time to time;
'the Charities Act'	means the Charities Act 2011;
'charity trustee'	has the meaning prescribed by section 177 of the Charities Act;
'the Commission'	means the Charity Commission for England and Wales;
'the Companies Acts'	means the Companies Acts (as defined in the Companies Act 2006) insofar as they apply to the Trust
'Conflicted Trustee'	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because such person or a connected person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Trust, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Trust;

'connected person'	means in relation to a Trustee, any spouse, civil partner, partner, parent, child, brother, sister, grandparent or grandchild of that Trustee, any firm of which that Trustee is a member or employee, and any company of which that Trustee is a director, employee or shareholder having a beneficial interest in more than 1% of the share capital;
'custodian'	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
'document'	includes, unless otherwise specified, any document sent or supplied in electronic form;
'electronic form'	has the meaning given in section 1168 of the Companies Act 2006;
'financial expert'	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
'financial year'	means the Trust's financial year;
'firm'	includes a limited liability partnership;
'indemnity insurance'	means insurance against personal liability incurred by any Trustee for an act or omission which is or alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
'informal membership'	refers to a supporter who may be called a "member" but is not a company member of the Trust;
'material benefit'	means a benefit which may not be financial but has a monetary value;
'meeting'	includes, except where inconsistent with any legal obligation: <ul style="list-style-type: none"> (a) a physical meeting; (b) a video conference, an internet video facility or similar electronic method allowing simultaneous visual and audio participation; (c) a telephone conferencing; and (d) a combination of the above

	where all participants are able to identify each other and communicate appropriately with all other participants.
'Member' and 'membership'	refer to company membership of the Trust;
'month'	means calendar month;
'nominee company'	means a corporate body registered or having an established place of business in England or Wales;
'Objects'	means the Objects of the Trust as defined in article 2 of these articles;
'Region'	means one of the regions in Wales referred to at articles 14.1 to 14.3.: Collectively referred to as 'Regions'.
'Secretary'	means the person (if any) appointed by the Trustees as secretary of the Trust or such other person as performs the functions of secretary of the Trust;
'Subscribers'	means the subscribers to the Memorandum of Association of the Trust;
'taxable trading'	means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
'the Trust'	means the charitable company governed by these articles;
'Trustee'	means a director of the Trust and 'Trustees' means the directors;
'written' or 'in writing'	refers to a legible document capable of being printed on to paper including a fax message;
'year'	means a calendar year.

- 18.2 Expressions defined in the Companies Acts have the same meaning, unless these articles specify otherwise.
- 18.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.