

The Companies Act 2006
Company Limited by Guarantee
and not having a Share Capital

Articles of Association
of
The Spitalfields Historic Buildings Trust

(Company number 01312292)

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Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION
OF
THE SPITALFIELDS HISTORIC BUILDINGS TRUST

1 NAME

- 1.1 The name of the company is The Spitalfields Historic Buildings Trust (the “Trust”) or such name as shall be stated in any certificate of incorporation on change of name for the Trust issued by Companies House from time to time.

2 REGISTERED OFFICE

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

3 OBJECTS

- 3.1 The objects of the Trust are:

3.1.1 To preserve for the benefit of the people of the London Borough of Tower Hamlets and of the nation at large, whatever of the English and Welsh historical, architectural and constructional heritage may exist in and around the district of Spitalfields or elsewhere in the form of buildings (including any building as defined in section 336(1) of the Town and Country Planning Act 1990) of particular beauty or historical, architectural or constructional interest; and

3.1.2 To promote the education of the people of the London Borough of Tower Hamlets and the nation at large on themes relating to social, cultural and architectural history and to diversity, immigration and ethnic and cultural identity, both historical and present, including through the operation and maintenance of museums and other educational institutions in and around the district of Spitalfields or elsewhere, including Dennis Severs’ House at 18 Folgate Street, London E1 6BX and 19 Princelet Street, London E1 6QH.

(the “Objects”).

- 3.2 This Article 3 may be amended by special resolution but only with the prior written consent of the Commission.

4 POWERS

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

- 4.1 to buy or otherwise acquire buildings or land or any estate or interest therein; and to take over and to operate museums and other educational facilities for the benefit of the general public;
- 4.2 to sell, let on lease or tenancy, exchange, mortgage, or otherwise dispose of buildings or land or any estate or interest therein (but only in accordance with the restrictions imposed by the Charities Act);
- 4.3 to repair, renovate, restore, rebuild and generally to maintain and develop any buildings or land;
- 4.4 to buy or otherwise acquire furniture and other equipment for use in connection with any buildings or land; and to sell, lease or otherwise dispose of any such furniture or equipment;

- 4.5 to make such arrangements as are necessary to enable the public to view and enjoy any buildings (whether free or at a charge);
- 4.6 to provide, publish or distribute information to make known to the public the existence of buildings of particular beauty or historical, architectural or constructional interest or the features of special interest of such buildings or other matters relating to the Objects;
- 4.7 to carry out research into the means of preserving old buildings or other matters to the Objects and to publish and distribute the useful results;
- 4.8 to carry out campaigning and advocacy, provided that the Trustees are satisfied that any proposed campaigning and advocacy will further the Objects to an extent justified by the resources committed and that such activity is not the dominant means by which the Trust promotes the Objects;
- 4.9 to advertise in such manner as may be thought expedient;
- 4.10 to co-operate with other bodies and to exchange information and advice with them;
- 4.11 to support, administer or set up other charities or to establish charitable trusts for any particular purposes of the Trust and to act as trustee of any charity or special charitable trust whether established by the Trust or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Trust and may be conducive to its Objects;
- 4.12 to accept gifts and to carry on trade in the course of carrying out the Objects and in its discretion to disclaim any particular contribution;
- 4.13 to receive and administer bequests and donations;
- 4.14 to borrow money and give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act) including entering into any related derivative arrangement, but only where the derivative arrangement is:
 - 4.14.1 ancillary to the transaction;
 - 4.14.2 an integral part of managing the Trust's debt entered into in order to manage risk association with the transaction; and
 - 4.14.3 not a purely speculative transaction;
- 4.15 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.16 to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;
- 4.17 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Trust shall have power to retain any investments donated to it;
- 4.18 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.18.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 4.18.2 timely reports of all transactions are provided to the Trustees;
 - 4.18.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.18.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.18.5 the investment policy and the delegation arrangement are reviewed at least once a year;

- 4.18.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 4.18.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.19 to arrange for investments or other property of the Trust to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.20 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.21 to insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required;
- 4.22 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 4.23 subject to Article 5 to employ paid or unpaid agents, staff or advisers;
- 4.24 to enter into contracts to provide services to or on behalf of other bodies;
- 4.25 to establish, hold shares in, or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects; and
- 4.26 to do anything else within the law which promotes, helps to promote or is conducive or incidental to the promotion of the Objects.

5 BENEFITS AND CONFLICTS FOR MEMBERS AND TRUSTEES

- 5.1 The income and property of the Trust shall be applied solely towards the promotion of the Objects of the Trust as set forth in these Articles, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members of the Trust. No remuneration nor benefit in money or money's worth shall be given by the Trust to any Trustee or governing body of the Trust for acting as such. Provided that nothing herein shall prevent:
 - 5.1.1 subject to compliance with Article 5.2, the payment in good faith of reasonable and proper remuneration to any Trustee or Member; being a person employed in any profession or business or to any firm or company in which any such Trustee or Member may be a partner or member in return for any services actually rendered to the Trust;
 - 5.1.2 the payment of interest at a rate not exceeding two per cent per annum less than the minimum lending rate prescribed for the time being by the Bank of England on money lent or reasonable and proper rent for premises demised or let by any Member to the Trust; or
 - 5.1.3 the repayment of out-of-pocket expenses actually incurred by any Member on or about the business of the Trust.
- 5.2 Subject to Article 5.3, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
 - 5.2.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - 5.2.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 5.2.3 not be counted in the quorum for that part of the meeting; and

- 5.2.4 be absent during the vote and have no vote on the matter.
- 5.3 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum 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:
- 5.3.1 to continue to participate in discussions leading to the making of a decision and to vote, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit; or
 - 5.3.2 to disclose information confidential to the Trust to a third party; or
 - 5.3.3 to take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit.
- 5.4 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Trust if he or she declares the conflict in accordance with Article 5.2 and then withholds such confidential information from the Trust.
- 5.5 For any transaction or arrangement authorised under Article 5.1 the Trustee's duty under the Act to avoid a conflict of interest with the Trust shall be disapplied provided the relevant provisions of Article 5.2 have been followed.
- 5.6 This Article 5 may be amended by special resolution provided that where the result would be to authorise a benefit to a Trustee, Member or Connected Person which was not previously authorised under the Articles, it may only be amended with the prior written consent of the Commission.
- 6 MEMBERSHIP
- 6.1 The Trust must maintain a register of the names and addresses of the Members.
- 6.2 The Members of the Trust shall be:
- 6.2.1 the Trustees;
 - 6.2.2 the Honorary Officers; and
 - 6.2.3 any other person or organisation that:
 - (a) is proposed by a Trustee to be elected as a Member;
 - (b) applies to the Trust in the form approved by the Trustees; and
 - (c) is approved by the Trustees.
- 6.3 The Trustees may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Trust to refuse the application. The Trustees must inform the applicant in writing of the reasons for the refusal within 21 Clear Days of the decision. The Trustees must consider any written representations the applicant may make within 14 Clear Days of being notified about the decision. The Trustees' decision following any written representations must be notified to the applicant in writing but shall be final.
- 6.4 Membership is terminated if the Member concerned:
- 6.4.1 gives written notice of resignation to the Trust unless, after the resignation, there would be less than five members;
 - 6.4.2 dies or, if it is an organisation, ceases to exist;

- 6.4.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated on payment of the amount due);
 - 6.4.4 (in the case of a Trustee), ceases to be a Trustee or (in the case of an Honorary Officer), ceases to be an Honorary Officer;
 - 6.4.5 is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Trust (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within fourteen Clear Days after receiving notice).
- 6.5 Membership of the Trust is not transferable.
- 6.6 The Trustees may establish different classes of Membership and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed "members") and set out their respective rights and obligations.
- 6.7 Any corporate organisation that is a Member of the Trust may nominate any person to act as its duly authorised representative at any meeting of the Trust by resolution of its directors or other governing body provided that:
- 6.7.1 the organisation must give written notice to the Trust of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Trust. The nominee may continue to represent the organisation until written notice to the contrary is received by the Trust; and
 - 6.7.2 any notice given to the Trust will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Trust shall not be required to consider whether the nominee has been properly appointed by the organisation.
- 6.8 Any unincorporated organisation that is a Member of the Trust may nominate any person to act as its duly authorised representative at any meeting of the Trust, provided that:
- 6.8.1 the organisation must give written notice to the Trust of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Trust. The nominee may continue to represent the organisation until written notice to the contrary is received by the Trust;
 - 6.8.2 any notice given to the Trust will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Trust shall not be required to consider whether the nominee has been properly appointed by the organisation;
 - 6.8.3 the duly authorised representative of an unincorporated organisation shall be entered in the register of Members as the Member, with the name of the unincorporated organisation which they represent noted next to them.

7 LIABILITY OF MEMBERS AND GUARANTEE

The liability of Members is limited to a sum not exceeding £1, being the amount that each Member undertakes to contribute to the assets of the Trust in the event of its being wound up while he, she or it is a Member or within one year after he, she or it ceases to be a Member for:

- 7.1.1 payment of those debts and liabilities of the Trust incurred before he, she or it ceased to be a Member;
- 7.1.2 payment of the costs, charges and expenses of winding up the Trust; and
- 7.1.3 the adjustment of rights of contributors among themselves.

8 GENERAL MEETINGS OF MEMBERS

8.1 Attendance

- 8.1.1 Members are entitled to attend general meetings.
- 8.1.2 A Trustee or Secretary shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any general meeting.
- 8.1.3 Nothing in these Articles is to be taken to preclude the holding and conducting of a general meeting by such suitable Electronic Means as the Trustees may decide which provide for all Members who are not present together at the same place to be able to communicate with all the other participants simultaneously, to speak and to vote during the general meeting.

8.2 Notice

- 8.2.1 A general meeting may be called at any time by the Trustees and must be called on a request from at least five percent of the Members having the right to vote at general meetings of the Trust if the request is issued in accordance with the Act.
- 8.2.2 Subject to Article 8.2.3, general meetings are called on at least fourteen Clear Days notice (unless the Act requires a longer notice period) specifying:
 - (a) the time, date and place of the meeting;
 - (b) the general nature of the business to be transacted;
 - (c) the terms of any proposed special resolution; and
 - (d) notifying Members of their right to appoint a proxy under section 324 of the Act and Article 8.8.
- 8.2.3 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.
- 8.2.4 Notice of general meetings should be given to every Member and Trustee, and to the Trust's auditors.
- 8.2.5 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Trust.

8.3 Quorum

- 8.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person or by proxy or by the duly authorised representative of an organisation, is at least five.
- 8.3.2 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 shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.

8.4 Chairperson of the Meeting

- 8.4.1 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee elected by the board of Trustees presides at a general meeting.
- 8.4.2 If no Trustee is willing to act as chairperson, 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 chairperson. Save that a proxy who is not a Member entitled to vote shall not be entitled to be appointed as chairperson.

8.5 Adjournment

The chairperson 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. If the meeting is adjourned for less than fourteen days it shall not be necessary to give any such notice.

8.6 Voting General

- 8.6.1 Except where otherwise provided by the Articles or the Act, every issue is decided by an ordinary resolution.
- 8.6.2 On a poll or a show of hands, votes may be given either personally or by the duly authorised representative of an organisation or by proxy in accordance with the provisions of Article 8.8.
- 8.6.3 Subject to Article 8.6.5, on a show of hands or a poll every Member who (being an individual) is present in person or by proxy or (being an organisation) is present by a duly authorised representative or by proxy, shall have one vote, unless the proxy (in either case) or the duly authorised representative is a Member in their own right entitled to vote in which case they shall be entitled to a vote in their own right and a vote as a proxy.
- 8.6.4 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such deputy, registered attorney, curator bonis or other person may, on a show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the Charity's registered office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty eight hours (excluding public holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 8.6.5 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting shall be entitled to a second or casting vote.
- 8.6.6 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 chairperson whose decision shall be final and conclusive.

8.7 Poll Voting

- 8.7.1 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. Subject to the provisions of the Act, a poll may be demanded:
 - (a) by the chairperson; or
 - (b) by at least three Members having the right to vote at the meeting; or
 - (c) by a Member or Members representing not less than ten percent 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 Member, or as the duly authorised representative of a Member (being an organisation) or as proxy for a duly authorised representative of an organisation, shall be the same as a demand by the Member.

- 8.7.2 Unless a poll is duly demanded a declaration by the chairperson 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.
- 8.7.3 A demand for a poll may be withdrawn if the poll has not yet been taken; and the chairperson consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 8.7.4 A poll shall be taken as the chairperson directs and he or she 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.
- 8.7.5 No poll shall be demanded on the election of a Chairperson of a meeting, or on any question of adjournment.
- 8.7.6 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.
- 8.7.7 No notice need be given of a poll not taken immediately 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.

8.8 Proxy Voting

- 8.8.1 A Member is entitled to appoint another person as his proxy, in accordance with the Act, to exercise all or any of his rights to attend and to speak and vote at a meeting of the Trust.

8.9 Written Resolutions

Subject to the provisions of the Act:

- 8.9.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.
- 8.9.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution.
- 8.9.3 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.
- 8.9.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.
- 8.9.5 A Member indicates his or her agreement to a written resolution when the Trust receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:
 - (a) by the Member's signature if the document is in Hard Copy Form; or

- (b) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Trust, accompanied by a statement of the Member's identity which the Trust has no reason to doubt, if the document is in Electronic Form;

and a written resolution signed by the duly authorised representative of a Member (being an organisation), shall be as valid as a written resolution signed by the Member.

- 8.9.6 A written resolution lapses if the required number of agreements has not been obtained by 28 days beginning with the Circulation Date of the resolution.

9 THE TRUSTEES

- 9.1 The Trustees as Charity Trustees have control of the Trust and its property and funds.
- 9.2 The Trustees shall be appointed as subsequently laid out in these Articles. No one may be appointed as a Trustee if he or she would be disqualified from acting under the provisions of Article 9.8.
- 9.3 The minimum number of Trustees shall be five and the maximum number of trustees shall be fifteen (exclusive of the Honorary Officers).
- 9.4 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Trust before he or she is eligible to act as a Trustee and/or vote at any meeting of the Trustees.
- 9.5 One-third (or the number nearest one-third) of the Trustees must retire at each First Trustee Meeting those longest in office retiring first and the choice between any of equal service being made by drawing lots. If a Trustee is required to retire at a First Trustee Meeting by a provision of these Articles the retirement shall take effect upon the conclusion of the meeting.
- 9.6 A retiring Trustee shall be eligible for re-election.
- 9.7 The Trustees may at any time by resolution appoint an individual to be a Trustee of the Trust, provided the prescribed maximum in Article 9.3 shall not be exceeded.
- 9.8 A Trustee's term of office automatically terminates if:
 - 9.8.1 he or she dies;
 - 9.8.2 he or she is disqualified under the Charities Act from acting as a Charity Trustee;
 - 9.8.3 a registered medical practitioner who is treating that person gives a written opinion to the Trust stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
 - 9.8.4 he or she is absent without permission of the Trustees from three consecutive meetings and is asked by a majority of the Trustees to resign;
 - 9.8.5 he or she ceases to be a Member;
 - 9.8.6 if being an Honorary Officer, he or she ceases to hold such office;
 - 9.8.7 he or she resigns by written notice to the Trustees (but only if at least five Trustees will remain in office); or
 - 9.8.8 he or she is removed by resolution passed by 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.
- 9.9 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or (subject to Article 9.3) as an additional Trustee, but a co-opted Trustee holds office only for one year.
- 9.10 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.

- 9.11 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.

10 PROCEEDINGS OF TRUSTEES

- 10.1 The Trustees must hold at least three meetings each year.
- 10.2 A Trustee may, and on the request of a Trustee the Secretary shall, at any time, call a meeting of the Trustees.
- 10.3 Notice of every meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.
- 10.4 A quorum at a meeting of the Trustees is five excluding any Conflicted Trustee who has not been authorised to participate in discussions or a vote under Article 5.3.
- 10.5 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.
- 10.6 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 10.7 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by 75% of the Trustees (other than any Conflicted Trustee who has not been authorised to vote under Article 5.3) is as valid as a resolution passed at a meeting provided that:
- 10.7.1 a copy of the resolution is sent to or submitted to all the Trustees eligible to vote; and
- 10.7.2 75% of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Trust's registered office within the period of 28 days beginning with the circulation date.

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.

- 10.8 Except for the chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 10.9 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Trust or in any transaction or arrangement entered into by the Trust which has not previously been declared; and a Trustee must comply with the requirements of Article 5.
- 10.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

11 POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Trust in their capacity as Trustees:

- 11.1 to appoint (and remove) any Member (who may be a Trustee) to act as Secretary to the Trust;
- 11.2 to appoint (and remove) a Chairperson, Secretary, treasurer and other honorary positions from among their number on such terms as they shall think fit;
- 11.3 to invite observers to attend meetings of the Trustees, and to pay their reasonable expenses out of the Trust's funds. For the avoidance of doubt, such observers are not Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when the Trustees vote on a matter;

11.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees). The Trustees may:

11.4.1 impose conditions when delegating, including the conditions that:

- (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
- (b) no expenditure may be incurred on behalf of the Trust except in accordance with a budget previously agreed with the Trustees;

11.4.2 revoke or alter a delegation;

11.5 to delegate the day to day management of the affairs of the Trust in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including the payment of a salary) as they think fit;

11.6 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;

11.7 to make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Trust. Such rules or bye laws may regulate the following matters but are not restricted to them:

11.7.1 the admission of Members (including the admission of organisations to membership) and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;

11.7.2 the conduct of Members in relation to one another and to the Trust's employees and volunteers;

11.7.3 the setting aside of the whole or any part or parts of the Trust's premises at any particular time or times or for any particular purpose or purposes;

11.7.4 the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or these Articles;

11.7.5 generally, all such matters as are commonly the subject matter of company rules;

provided that:

11.7.6 the Trust in general meeting has the power to alter, add to or repeal the rules or bye laws;

11.7.7 the Trustees adopt such means as they think sufficient to bring the rules and bye laws to the notice of the Members;

11.7.8 no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles;

and

11.7.9 the rules or bye laws shall be binding on all Members;

11.8 to establish procedures to assist the resolution of disputes within the Trust; and

11.9 to exercise any powers of the Trust which are not reserved to the Members.

12 RECORDS & ACCOUNTS

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

- 12.1.1 annual reports;
 - 12.1.2 annual returns; and
 - 12.1.3 annual statements of account.
- 12.2 The Trustees must keep records of:
- 12.2.1 all proceedings at general meetings;
 - 12.2.2 all proceedings at meetings of the Trustees;
 - 12.2.3 all reports of committees; and
 - 12.2.4 all professional advice obtained.
- 12.3 Accounting records relating to the Trust must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 12.4 A copy of the Trust's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Trust's reasonable costs, within two months.
- 13 MEANS OF COMMUNICATION TO BE USED**
- 13.1 Subject to the Articles, anything sent or supplied by or to the Trust under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Trust.
- 13.2 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 13.3 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.
- 14 EXCLUSION OF MODEL ARTICLES**
- Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008 are hereby expressly excluded.
- 15 INDEMNITY**
- 15.1 The Trust shall indemnify every Trustee, Secretary, committee of the Trust (as established under Article 11.4) or other officer of the Trust against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Trust.
- 15.2 In this Article a "Trustee" means any Trustee or former Trustee of the Trust.
- 15.3 The Trust may indemnify an auditor against any liability incurred by him or her:
- 15.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or
 - 15.3.2 in connection with an application under section 1157 of the Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

16 DISSOLUTION

- 16.1 If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Trust but shall be given or transferred to some other charitable institution or institutions having objects which are similar to the Objects of the Trust and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Trust under or by virtue of Article 5 hereof, such institution or institutions to be determined by the Members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then to some other charitable object.
- 16.2 A final report and statement of account must be sent to the Commission.
- 16.3 This Article may not be amended without the prior written consent of the Commission.

17 INTERPRETATION

- 17.1 References to an act of parliament are references to that act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 17.2 In these Articles expressions not otherwise defined which are defined in the Act have the same meaning.
- 17.3 In these Articles words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 17.4 In these Articles:

“Act”	means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Trust;
“Address”	Means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Trust;
“these Articles”	means these articles of association;
“Chairperson”	means the Trustee appointed by the Trustees to act as Chairperson under Article 11.2;
“the Charities Act”	means the Charities Act 2011;
“Charity Trustee”	has the meaning prescribed by section 177 of the Charities Act;
“Circulation Date”	has the meaning prescribed by section 290 of the Act;
“Clear Day”	in relation to the period of notice means a 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;
“the Commission”	means the Charity Commission for England and Wales or any body which replaces it;
“Conflicted Trustee”	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit

	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, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act;
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
“Electronic Form” and “Electronic Means”	have the meanings respectively prescribed to them in the Act;
“Eligible Member”	has the meaning prescribed by 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;
“firm”	includes Limited Liability Partnership;
“First Trustee Meeting”	means the first Trustee meeting to be held in each financial year of the Trust;
“Hard Copy Form”	has the meaning prescribed by the Companies Act 2006;
“Honorary Officers”	means any person who is recommended by the Trustees to be an honorary officer of the Trust, and is subsequently appointed via a resolution of the Members. An Honorary Officer may hold office for life, or for such lesser period as may be decided at the time of appointment. An Honorary Officer shall be an ex-officio Member and Trustee;
“indemnity insurance”	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
“material benefit”	means a benefit, direct or indirect, which may not be financial but has monetary value;
“Member” and “Membership”	refer to company membership of the Trust;
“month”	means calendar month;
“Objects”	“Objects” means the Objects of the Trust as defined in Article 3;

“Secretary”	means any person appointed to perform the duties of the secretary of the Trust;
“Trustee”	means a director of the Trust and “Trustees” means the directors;
“written” or “in 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, without limitation by, Hard Copy Form, Electronic Means or otherwise; and
“year”	means calendar year.