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## **Articles of Association of**

### **The Shaw Trust Limited**

Company number 01744121

Date of incorporation 3 August 1983

as adopted by written resolution passed on 8 May 2012 and  
amended by written resolution passed on 2 September 2013

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Company number 01744121

**The Companies Act 2006**

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**Private company limited by guarantee**

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**Articles of Association**

of

**The Shaw Trust Limited**

(as adopted by written resolution passed on 8 May 2012 and amended by written resolution passed on 2 September 2013)

**Part 1**

**Interpretation, limitation of liability and other miscellaneous provisions**

**1 Defined terms**

**1.1** In these articles, unless the context requires otherwise

**"Acts"** means the Companies Acts and every other statute, order, regulation or other subordinate legislation from time to time in force concerning companies and affecting the company

**"articles"** means the company's articles of association as altered or varied from time to time (and **"article"** means a provision of these articles)

**"CA2006"** means the Companies Act 2006

**"chairman"** has the meaning set out in article 17 (*Chairing of Trustees' meetings*)

**"chairman of the meeting"** has the meaning set out in article 36 (*Chairing general meetings*)

**"Charities Act"** means the Charities Act 2011

**"charity"** has the meaning set out in Section 1, Charities Act

**"charity Trustee"** has the meaning set out in Section 177, Charities Act

**"Commission"** means the Charity Commission for England and Wales

**"Companies Acts"** means the Companies Acts (as defined in Section 2, CA2006), in so far as they apply to the company

**"document"** includes, unless otherwise specified, any summons, notice, order, register, certificate or other legal process and includes any such document sent or supplied in electronic form

**"electronic form"** has the meaning set out in Section 1168, CA2006

**"eligible Trustee"** means a Trustee who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting (but excluding any Trustee whose vote is not to be counted in respect of the resolution in question)

**"hard copy form"** has the meaning set out in Section 1168, CA2006

**"holding company"** has the meaning set out in Section 1159, CA2006

**"member"** has the meaning set out in Section 112, CA2006

**"Model Articles"** means the model articles for private companies limited by guarantee as set out in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229)

**"objects"** means the objects of the company as set out in article 2 (*Company's objects*)

**"ordinary resolution"** has the meaning set out in Section 282, CA2006

**"participate"**, in relation to a Trustees' meeting, has the meaning given in article 15 (*Participation in Trustees' meetings*)

**"proxy notice"** has the meaning given in article 42 (*Content of proxy notices*)

**"special resolution"** has the meaning set out in Section 283, CA2006

**"subsidiary"** has the meaning set out in Section 1159, CA2006

**"taxable trading"** means the carrying on of a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax

**"Trustee"** means a director of the company, and includes any person occupying the position of Trustee, by whatever name called

**"working day"** has the meaning set out in Section 1173, CA2006

**"writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods and **"written"** shall be construed accordingly

- 1 2 Unless the context otherwise requires (or unless otherwise defined or stated in these articles) words or expressions contained in these articles shall have the same meaning as in the CA2006 as in force from time to time
- 1 3 The Model Articles shall not apply to the company and these articles shall be the articles of association of the company (to the exclusion of any other regulations set out in any statute, statutory instrument or other subordinate legislation from time to time in force)
- 1 4 References in these articles to a document or information being sent or supplied by or to a company (including the company) shall be construed in accordance with the provisions of Section 1148(3), CA2006 and any reference to "sent" or "supplied" (or other similar term) shall be construed in accordance with the provisions of Section 1148(2), CA2006

## 2 **Company's objects**

### 2 1 The objects of the company are

- (a) To relieve any person who is in need because of any disability or because of any other disadvantage resulting from unemployment, youth, age, financial hardship, ill-health or because they are offenders, ex-offenders or are at risk of offending,
- (b) The promotion of the health, equality and independence of disabled people, and
- (c) The prevention and relief of poverty,  
  
in particular by providing education, training, rehabilitation, support, employment opportunities and personal development opportunities The company will be non-party in politics and non-sectarian in religion

### 2 2 The company has the power to do anything within the law which may promote or may help to promote the objects or any of them, in particular (but without limitation) the company has the following powers

- (a) To establish and/or run schools, colleges or other institutions or centres anywhere in the world to provide education and training, rehabilitation, employment and other services
- (b) To enter into any contract, agreement or arrangement for the provision of education and training, rehabilitation, employment and other services anywhere in the world and with any person (including any government or European Commission department and any charity or similar institution)
- (c) To do anything else anywhere else in the world which the Trustees consider necessary to provide education and training, rehabilitation, employment and other services
- (d) To acquire, merge with, become a member of or enter into any partnership, joint venture or other co-operative or collaborative arrangement with any charity or similar institution, any company, partnership, business or association or any other person anywhere in the world
- (e) To enter into any agreement, contract or arrangement with any charity or similar institution, any company, partnership, business or association or any other person anywhere in the world
- (f) To provide advice and publish and distribute information
- (g) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to open and operate bank accounts
- (h) To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be thought fit for the purpose of raising voluntary funds in support of the objects of the company in the form of donations, annual subscriptions or otherwise and to receive and accept them
- (i) To take and accept subscriptions, donations, devises, and bequests of any real or personal property or other assets, whether subject to any special trust or not, for any one or more of the objects of the company
- (j) To establish and support or aid in the establishment and support of any charitable association, society, corporation or trust having objects wholly or partly similar to those

of the company and to subscribe or guarantee money for charitable purposes calculated to further the objects of the company

- (k) To make any charitable donation either in cash or assets for the furtherance of the objects of the company
- (l) To undertake and execute any charitable trusts which may lawfully be undertaken by the company
- (m) To make any subscriptions, donations, devises, bequests and gifts of property including property already subject to a special trust (and made in accordance with the terms of the trust) or made subject to any special trust by the company for the furtherance of the objects of the company
- (n) To cause to be written and printed or otherwise reproduced and circulated either gratuitously or by way of sale, any reports, periodicals, newsletters, magazines, books, leaflets or films or recorded tapes which are desirable for the promotion of the company and its objects
- (o) To promote, arrange, organise or assist in the promotion or organisation of touring groups, companies, exhibitions, seminars, conferences, courses, lecturers and teachers both at home and abroad and of educational and instructional tours and visits in the furtherance of the objects or purposes of the company and disseminate the proceedings and papers given at such events and to charge and accept payment for providing such services
- (p) To co-operate with educational authorities and institutions whether public or private and wheresoever situated and societies or other groups of persons in disseminating knowledge in promotion of the objects of the company and to charge and accept payments for the provision of such information
- (q) To commission, arrange, prepare, print, publish, issue and disseminate any programme, pamphlet, book, document, film, recording or other artistic work and to fix, make and receive fees, royalties and other charges therefore and for admission to and otherwise in respect of any exhibition, performance or display
- (r) To establish, subsidise, promote, federate, amalgamate, affiliate or co-operate with and subscribe to any association, society, company, institution or trust which shall be charitable by law and to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any such association, society, company, institution or trust that prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as these payments or distributions are prohibited in the case of members of the company by this memorandum of association
- (s) To enter into guarantees, contracts of indemnity and suretyships of all kinds in relation to any contract properly entered into by the company or any disposal by the company of any of its assets
- (t) To invest the funds of the company not immediately required for its purposes in or upon such shares, stocks, funds, securities or freehold or leasehold property or other land or investments in any part of the world and on such terms as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject as provided in these articles
- (u) To appoint an investment manager on the terms set out in Article 9 4

- (v) To accept, retain or refuse any new shares, stock debentures or debenture stock in any company or undertaking which may be allocated to the company in respect of investments held by them as part of the funds of the company
- (w) To insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit
- (x) To provide indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in the capacity as Trustees of the company
- (y) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property (whether or not subject to any trust), and in particular any land, buildings, apparatus, appliance, vehicle, plant and machinery including computer hardware and software, furniture, fittings and all other effects of every description and any rights or privileges which may be thought fit necessary or convenient for the promotion of the objects of the company and to apply for registration of any patents, rights, copyrights, licences and the like and to construct, maintain or alter them for any of the purposes of the company
- (z) To improve, manage, cultivate, develop, exchange, let on lease or otherwise grant rights and privileges in respect of or otherwise deal with, sell, mortgage, dispose of, or turn to account all or any of the property, rights or assets of the company with the approval or consent as may be required by law and as may be thought expedient with a view to the promotion of its objects
- (aa) Subject to such consents if any as may be required by law to borrow or raise money for the objects of the company on such terms as may be thought fit and to secure the repayment of any money borrowed, raised or owing, and interest on it, by mortgage, charge or lien upon the whole or any part of the property or assets (whether present or future) of the company and whether by the creation and issue of debentures or debenture stock or otherwise and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company of any obligation or liability it may undertake
- (bb) To pay and discharge any rent, rates, taxes, costs of insurance, improvements, repairs or other outgoings payable from time to time in respect of any freehold, leasehold or other property of the company and any legal or other administrative expenses payable from time to time in connection with it
- (cc) Subject to article 6 below, to employ and pay any person or persons (who shall not be a Trustee of the company) whether on a full time or part time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the company
- (dd) To acquire, and dispose of the stock, shares, securities and interests in any association, society, corporation or trust



- (ee) To carry on a trade or trades insofar as either the trade is exercised in the course of the actual carrying out of the objects of the company or the trade is ancillary to the carrying out of the objects
- (ff) To do all such other lawful things as shall promote the attainment and furtherance of the company's objects or any of them provided that
  - (i) in case the company shall take or hold any property which may be subject to any trusts, the company shall deal with or invest it only in the manner as allowed by law, having regard to such trusts,
  - (ii) the objects of the company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers,
  - (iii) in case the company shall take or hold any property subject to the jurisdiction of the Commission, the company shall not sell, mortgage, charge or lease it without such authority, approval or consent as may be required by law and the Trustees shall be chargeable for any such property that may come into their hands and be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of it in the same manner and to the extent as they would have been if no incorporation had been effected and the incorporation of the company shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court of Justice or the Commission over the Trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the company were not incorporated, and
  - (iv) in carrying out its objects the company shall, through its agreed policies and by taking positive action, seek to ensure equality of opportunity for, and oppose discrimination against, all sections of the community

### **3 Company's name**

The company's name is The Shaw Trust Limited

### **4 Domicile**

The company's registered office is to be situated in England and Wales

### **5 Liability of members**

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the company 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 company'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

### **6 Application of income and property**

- 6.1 Subject to article 6.2, the income and property of the company shall be applied solely towards the promotion of its objects as set out in article 2.1 and no portion of it shall be paid or

transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the company, and no Trustee or person to whom (with or without any other person or persons) any of the functions of the Trustees have been delegated shall be appointed to any office of the company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the company

6 2 Nothing in article 6 1 shall prevent any payment in good faith by the company

- (a) of reasonable and proper remuneration to any member, officer or servant of the company (not being Trustees) for any services rendered to the company when instructed by the company to act in a professional capacity on its behalf,
- (b) of reasonable and proper rent for premises demised or let by any member of the company or any of its Trustees,
- (c) to any of its Trustees for out-of-pocket expenses,
- (d) of interest on money lent by any member of the company or by any Trustee at a reasonable and proper rate per annum not exceeding the base lending rate prescribed for the time being by a clearing bank selected by the Trustees,
- (e) of fees, remuneration or other benefit in money or money's worth to a company of which a Trustee may be a member holding not more than 1/100th part of the capital of that company,
- (f) of fees, remuneration or other benefit in money or money's worth to a Trustee provided that the requirements of Article 27 have been complied with, or
- (g) of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the company

## **7 Application of assets on a winding up**

7 1 If upon the winding-up or dissolution of the company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the company, but shall be given or transferred to some other charitable body or bodies having objects similar to the objects of the company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the company under or by virtue of article 6 1, chosen by the members of the company at or before the time of dissolution and if that cannot be done then to some other charitable object. Nothing in this article shall authorise an application of the property of the company upon the winding-up or dissolution of the company for purposes which are not charitable in accordance with Section 7 of the Charities and Trustee Investment (Scotland) Act 2005

7 2 A final report and statement of account must be sent to the Commission

## **Part 2**

### **Trustees and Secretary**

#### **Trustees' powers and responsibilities**

##### **8 Trustees' general authority**

Subject to these articles, the Trustees are responsible for the management of the company's business, in furtherance of the company's objects, for which purpose they may exercise all the powers of the company

##### **9 Delegation by Trustees**

9 1 Subject to these articles, the Trustees may delegate any of the powers which are conferred on them under these articles

- (a) to such person or committee,
- (b) by such means (including by power of attorney),
- (c) to such an extent,
- (d) in relation to such matters or territories, and
- (e) on such terms and conditions

as they think fit (including whether any such delegation shall be made either collaterally with or to the exclusion of the powers otherwise conferred on the Trustees under these articles)

9 2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated

9 3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions

9 4 The Trustees may delegate the management of investments to any person provided that

- (a) the investment policy is set out in writing by the Trustees,
- (b) the performance of the investments is reviewed regularly with the Trustees,
- (c) the investment policy and the delegation arrangement are reviewed at least once a year,
- (d) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate, and
- (e) the delegate must not do anything outside the powers of the Trustees

##### **10 Committees**

10 1 Committees to whom the Trustees delegate any of their powers may consist of one or more co-opted persons provided that

- (a) a majority of the members of a committee shall be Trustees, and

- (b) only the members of the committee who are Trustees shall be counted towards any quorum and be entitled to vote on any resolution of a committee
- (c) all proceedings of every committee must be reported promptly to the Trustees, and
- (d) every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these articles as regulate the proceedings of the Trustees so far as they are capable of applying)

## **11 Trustees to take decisions collectively**

11 1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with article 12 (*Unanimous decisions*)

11 2 If

- (a) the company only has one Trustee, and
- (b) no provision of these articles requires it to have more than one Trustee,

save as provided otherwise in these articles, the general rule does not apply, and the Trustee may (only for so long as he remains the sole Trustee) take decisions without regard to any of the provisions of these articles relating to Trustees' decision-making

## **12 Unanimous decisions**

12 1 A decision of the Trustees is taken in accordance with this article when all eligible Trustees indicate to each other by any means that they share a common view on a matter

12 2 Such a decision may take the form of a resolution in writing, where each eligible Trustee has signed one or more copies of it or to which each eligible Trustee has otherwise indicated agreement in writing

12 3 A decision may not be taken in accordance with this article if the eligible Trustees would not have formed a quorum at a Trustees' meeting held to discuss the matter in question

## **13 Trustees' meetings**

The Trustees shall meet not less than three times per year

## **14 Calling a Trustees' meeting**

14 1 Any Trustee may call a Trustees' meeting by giving notice of the meeting to the Trustees or by authorising the company secretary (if any) to give such notice

14 2 Notice of any Trustees' meeting must indicate

- (a) its proposed date and time,
- (b) where it is to take place, and
- (c) if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

- 14 3 Notice of a Trustees' meeting need not be given to Trustees who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

**15 Participation in Trustees' meetings**

- 15 1 Subject to these articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when

- (a) the meeting has been called and takes place in accordance with these articles, and
- (b) they can each communicate orally (including by means of telephone, video conference or other audio or audio-visual link or any other form of telecommunication) to the others any information or opinions they have on any particular item of the business of the meeting

- 15 2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other

- 15 3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

**16 Quorum for Trustees' meetings**

- 16 1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

- 16 2 Subject to Section 175(6), CA2006, the quorum for the transaction of the business of the Trustees may be fixed from time to time by a decision of the Trustees, and unless otherwise so fixed shall (save as provided in article 16 4 or any other provision of these articles) be three Trustees or one third (to the nearest whole number) of the total number of Trustees from time to time, whichever is the greater

- 16 3 The quorum for at least one Trustees' meeting per year must be made up of Trustees who are present in person in the same place as each other

- 16 4 In relation to any meeting (or part of any meeting) held to authorise a conflict of interest pursuant to article 19 (*Authorisation of conflicts*), if, at the relevant time, the company has only one Trustee other than the conflicted Trustee, the quorum for such meeting (or the part thereof dealing with the authorisation pursuant to article 19 (*Authorisation of conflicts*)) shall be one eligible Trustee

- 16 5 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision

- (a) to appoint further Trustees, or
- (b) to call a general meeting so as to enable the members to appoint further Trustees

**17 Chairing of Trustees' meetings**

- 17 1 The Trustees may appoint a Trustee to chair their meetings

- 17 2 The person so appointed for the time being is known as the chairman

17 3 The Trustees may determine the duration of the chairman's period of office and may terminate the chairman's appointment at any time

17 4 If the chairman is unwilling to chair a Trustees' meeting or is not participating in a Trustees' meeting within ten minutes of the time at which it was to start or, if at any time during the meeting, the chairman ceases to be a participating Trustee, the participating Trustees must appoint one of themselves to chair it (or chair such part of it in relation to which the chairman ceases to be a participating Trustee, as the case may be)

## 18 Conflicts of interest

18 1 A Trustee has a duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the company could take advantage of the property, information or opportunity). A reference to a conflict of interest in these articles includes a conflict of interest and duty and a conflict of duties

18 2 Article 18 1 does not apply to a conflict of interest arising in relation to the following transactions or arrangements with the company and which the Trustees resolve are in the best interests of the company

- (a) any transaction or arrangement mentioned in article 6 (*Non-distribution*) or article 27 (*Trustees' interests*),
- (b) any transaction or arrangement with a charity of which a Trustee is a charity Trustee or with which he or she is otherwise connected and which is in furtherance of the objects of the company and which does not confer a personal benefit on the Trustee,
- (c) any transaction or arrangement with a company limited by shares which is wholly owned by the company (or the company and other charities) and in which a Trustee does not have an interest otherwise than as an unpaid Trustee and which does not confer a personal benefit on the Trustee, and
- (d) any transaction or arrangement with a company limited by guarantee which is wholly owned by the company (or the company and other charities) and in which a Trustee does not have an interest otherwise than as an unpaid Trustee and which does not confer a personal benefit on the Trustee

18 3 In this article and article 19 (*Authorisation of conflicts*), reference to a Trustee will include a body or person who would be a "connected person" with the meaning of section 118, 188 and 200 of the Charities Act

## 19 Authorisation of conflicts

19 1 The Trustees may authorise a matter or situation in which a Trustee has, or may have, a direct or indirect interest that conflicts, or may conflict, with the interests of the company but only if

- (a) the interest is one that will not confer a personal benefit on the Trustee or any person connected with that Trustee at the expense of the company to an extent greater than that permitted by article 6 (*Application of income and property*) or article 27 (*Trustees' interests*),
- (b) the Trustees act in what they consider is in the best interests of the company, and
- (c) the Trustees comply with the procedure set out in article 27 3 (*Trustees' interests*)

**20 Records of decisions to be kept**

The Trustees must ensure that the company 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. Notwithstanding the provisions of article 11 2 (*Trustees to take decisions collectively*), where the company only has one Trustee, the provisions of this article 20 shall apply to any decision taken by such Trustee, howsoever taken by him

**21 Trustees' discretion to make further rules**

Subject to these articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees

**22 Appointment of Trustees**

22 1 The number of Trustees of the company shall be not less than six nor more than fifteen

22 2 Any person who is eligible to act as a Trustee, and is permitted by law to do so, may be appointed to be a Trustee

(a) by ordinary resolution, or

(b) by a decision of the Trustees

22 3 Subject to article 24 below, any Trustee so appointed shall hold office only until the annual general meeting of the company next following his appointment and shall then be eligible for re-election but shall not be taken into account in determining the number of Trustees who are to retire by rotation at that meeting. If not re-appointed at that annual general meeting, he shall vacate office at its conclusion

22 4 In any case where, as a result of death or bankruptcy, the company has no members and no Trustees, the personal representatives or Trustee in bankruptcy of the last member to have died or to have had a bankruptcy order made against him, as the case may be, shall have the right, by notice in writing to the company, to appoint any one person to be a Trustee provided such person is a natural person in accordance with Section 155, CA2006 and provided such person is willing to be so appointed and is otherwise permitted by law to be a Trustee of the company

22 5 For the purposes of article 22 4, if two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member

**23 Non-voting members of the Board**

The Board may at any time appoint any person whether a Trustee or not to be President or a Vice President of the company. Such persons will be entitled to sit on the Board and speak at meetings but if they do not hold office as Trustee as well they will not be entitled to vote and will not be counted in the quorum or in the number of Trustees set out in article 22 1

**24 Retirement of Trustees by Rotation**

24 1 At every annual general meeting one third of the Trustees who are subject to retirement by rotation or, if their number is not 3 or a multiple of 3, the number nearest to but not exceeding one third shall retire from office by rotation provided that if there are less than 3 Trustees who are subject to retirement by rotation, one such Trustee shall retire

- 24 2 Subject to the provisions of the Act, the Trustees to retire by rotation shall include (so far as is necessary to obtain the number required) any Trustee who wishes to retire and not to offer himself for re-election. Any further Trustees so to retire shall be those of the other Trustees subject to retirement by rotation who have been longest in office since their last appointment or re-appointment, but as between persons who became or were last re-appointed Trustees on the same day those to retire shall be those who have been longest in office since their first appointment. Subject to the provisions of articles 24 5 and 24 6, a Trustee who retires (whether by rotation or otherwise) shall be eligible for re-election and may, if willing to act, be re-appointed. The Trustees to retire on each occasion (both as to numbers and identity) shall be determined by the composition of the Trustees at the date of the notice convening that annual general meeting and no Trustee shall be required to retire or be relieved from retiring or be retired by reason of any change in the number or identity of the Trustees or the appointment of him or any of them to be a Trustee after the date of the notice but before the close of the meeting.
- 24 3 If the company, at the meeting at which a Trustee retires by rotation, does not fill the vacancy created by his retirement the retiring Trustee shall, subject to the provisions of articles 24 5 and 24 6, and if willing to act, be deemed to have been re-appointed unless at the meeting it is expressly resolved not to fill the vacancy or unless a resolution for the re-appointment of the Trustee is put to the meeting and lost or if the retiring Trustee has given notice in writing to the company that he is unwilling to be re-elected.
- 24 4 The retirement of any Trustee retiring at a general meeting in accordance with this article shall not have effect until the conclusion of the meeting except where a resolution is passed to elect some other person in the place of the retiring Trustee or a resolution for his re-election is put to the meeting and lost in which case the retirement shall take effect at the time of election of his replacement or the time of the losing of the resolution for his re-election as the case may be. A retiring Trustee who is re-elected or deemed to have been re-elected will continue in office without a break.
- 24 5 Subject to articles 24 6 and 24 7, a Trustee who retires by rotation for the third time in any consecutive period of Trusteeship shall resign and may not be re-appointed as a Trustee until the expiry of 12 months after the date of his retirement.
- 24 6 Subject to article 24 7 the Trustees may, in their absolute discretion, resolve in exceptional circumstances to allow any Trustee who retires by rotation for the third time in any consecutive period of Trusteeship, and who would otherwise be ineligible for re-appointment at the meeting at which he retires under article 24 5, to offer himself for re-election at that meeting provided that nothing in this article 24 6 shall allow any Trustee to retire by rotation and be re-appointed more than three times in any continuous period of Trusteeship.
- 24 7 In respect of any Trustee who holds office on the date of adoption of these articles, all retirements by rotation by such Trustee prior to such date shall be disregarded for the purposes of articles 24 5 and 24 6 only.

**25 Removal of Trustee by ordinary resolution**

The company may by ordinary resolution of which special notice has been given in accordance with Section 168, CA2006 remove any Trustee before the expiration of his period of office notwithstanding anything in these Articles and the company may (subject to these Articles), by ordinary resolution, appoint another person who is willing to act to be a Trustee in his place. Any person so appointed shall be treated, for the purposes of determining the time at which he or any other Trustee is to retire by rotation, as if he had become a Trustee on the day on which the person in whose place he is appointed was last appointed or re-appointed a Trustee. In default of such appointment the vacancy arising upon the removal of a Trustee from office may be filled by a casual vacancy.



## **26 Termination of Trustee's appointment**

### **26 1 A person ceases to be a Trustee as soon as**

- (a) he ceases to be a member of the company
- (b) that person is disqualified under the Charities Act from acting as a charity Trustee or is otherwise prohibited from being a Trustee by law,
- (c) is convicted of an offence and the Trustees resolve that it is undesirable in the interests of the company that he or she remains a Trustee of the company,
- (d) a bankruptcy order is made against that person,
- (e) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (f) by reason of that person's mental health, he is admitted to hospital in pursuance of an application for admission for treatment under any mental health legislation for the time being in force in any part of the United Kingdom or a court having jurisdiction (whether in the United Kingdom or elsewhere) makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- (g) notification is received by the company from the Trustee that the Trustee is resigning from office, and such resignation has taken effect in accordance with its terms, or
- (h) that person has, for more than six consecutive months, been absent without permission of the Trustees from meetings of the Trustees held during that period and the Trustees make a decision that that person's office be vacated

### **26 2 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 of the Trustees**

## **27 Trustees' interests**

### **27 1 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the company except**

- (a) as mentioned in article 6 (*Application of income and property*) or article 27 2 (*Trustees' interests*),
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the company,
- (c) an indemnity in accordance with article 52 (*Indemnity and Funds*),
- (d) Trustee indemnity insurance purchased in accordance with the Charities Act, and
- (e) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance and where required by the Acts the approval or affirmation of the members)

- 27 2 Any Trustee (or any firm, company or other entity of which a Trustee is a member, trustee or employee and in which he has a personal interest) may enter into a contract with the company to supply goods or services to the company in return for a payment or other material benefit but only if
- (a) the goods or services are actually required by the company and in the opinion of the Trustees it is in the best interests of the company for the goods or service to be provided by the relevant Trustee,
  - (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied, is set out in an agreement in writing between the company and the relevant Trustee, and is set in accordance with the procedure in article 27 3 (*Trustees' interests*),
  - (c) fewer than one half of the Trustees are subject to or affected by such a contract or otherwise remunerated in accordance with article 6 2 in any financial year, and
  - (d) Sections 185-187 of the Charities Act are otherwise complied with
- 27 3 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must
- (a) declare an interest at or before discussion begins 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, and
  - (d) withdraw during the vote and have no vote on the matter
- 27 4 The provisions of article 27 may not be amended without the prior written consent of the Commission

## **28 Secretary**

The Trustees may appoint any person who is willing to act as the secretary of the company on such terms (including, but not limited to, term of office and remuneration) and subject to such conditions as they may think fit and from time to time remove such person and, if the Trustees determine, appoint a replacement secretary of the company, in each case by a decision of the Trustees. The secretary may be a Trustee but any Trustee who is appointed as secretary may not receive remuneration for acting as such

## **Part 3**

### **Members**

#### **Becoming and ceasing to be a member**

## **29 Applications for membership**

29 1 No person shall become a member of the company unless

- (a) that person has completed an application for membership in a form approved by the Trustees, and
- (b) the Trustees have approved the application

- 29 2 A person who is a Trustee shall automatically become a member of the company, whether or not he has completed an application for membership

**30 Termination of membership**

- 30 1 A person's membership terminates when that person ceases to be a Trustee, dies or ceases to exist
- 30 2 A member may withdraw from membership of the company by giving 7 days' notice to the company in writing
- 30 3 Membership is not transferable

**31 Associate members**

The Trustees may admit and remove such persons as they see fit as associate members in accordance with any criteria or rules set out by the Trustees from time to time, provided that associate members shall not be members for the purposes of CA2006 and accordingly such membership shall not bestow upon any associate member the right to attend or vote on any matter at any general meeting of the company

**32 Appointment of patrons**

The Board may appoint and remove any person or persons as a patron of the company and on such terms as it shall think fit. The Board may also appoint a President and Vice Presidents whose roles will be different from that of patrons and are fully set out in Article 23

**Part 4**

**Decision-making by Members**

**Organisation of General Meetings**

**33 Notice of general meetings**

- 33 1 A general meeting of the company (other than an adjourned meeting) shall be called by notice of at least 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) but 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 percent of the total voting rights at that meeting of all the members
- 33 2 Every notice convening a general meeting shall specify
- (a) the place, the date and the time of the meeting,
  - (b) the general nature of the business to be dealt with at the meeting,
  - (c) if the meeting is convened to consider a special resolution, the text of the resolution and intention to propose the resolution as a special resolution, and
  - (d) with reasonable prominence, that a member is entitled to appoint another person (who does not have to be a member) as his proxy to exercise all or any rights of his to attend, speak and vote at the meeting

- 33 3 The notice shall be given to the members (other than any who under the provisions of these articles or otherwise are not entitled to receive notice from the company), to the Trustees and to the auditors and if more than one for the time being, to each of them
- 33 4 Subject to the provisions of these articles, notice of a general meeting of the company may be given
- (a) in hard copy form,
  - (b) in electronic form, or
  - (c) by means of a website,
- or partly by one such means and partly by another and the provisions of article 48 (*Company communications*) shall apply accordingly
- 33 5 The accidental failure to give notice of a general meeting or, in cases where it is intended that it be sent out with the notice, an instrument of proxy, or to give notice of a resolution intended to be moved at a general meeting to, or the non-receipt of any of them by, any person or persons entitled to receive the same shall not invalidate the proceedings at that meeting and shall be disregarded for the purpose of determining whether the notice of the meeting, instrument of proxy or resolution were duly given
- 34 Attendance and speaking at general meetings**
- 34 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting
- 34 2 A person is able to exercise the right to vote at a general meeting when
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 34 3 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 34 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- 34 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them
- 35 Quorum for general meetings**
- 35 1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- 35 2 Whenever the company has only one member, the member present (being an individual) in person or by proxy or (being a corporation) by a duly authorised representative or by proxy, shall be a quorum Whenever the company has three or more members, three persons or one third (to the nearest whole number) of the total number of members from time to time,

whichever is the greater, entitled to vote upon the business to be transacted and present in person or by proxy, shall be a quorum

**36 Chairing general meetings**

36 1 If the Trustees have appointed a chairman, the chairman shall chair general meetings if present and willing to do so

36 2 If the Trustees have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

(a) the Trustees present, or

(b) (if no Trustees are present), the meeting,

must appoint a Trustee or member (which may not include any proxy appointed by a member) to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

36 3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting"

**37 Attendance and speaking by Trustees and non-members**

37 1 Trustees may attend and speak at general meetings, whether or not they are members

37 2 The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting

**38 Adjournment**

38 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it

38 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if

(a) the meeting consents to an adjournment, or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

38 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

38 4 When adjourning a general meeting, the chairman of the meeting must

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees, and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting

38 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)

- (a) to the same persons to whom notice of the company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain
- 38 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place
- 38 7 If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting (or if, during the meeting, a quorum ceases to be present), the meeting shall be dissolved
- 39 **Voting· general**
- 39 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles
- 39 2 Subject to the provisions of the CA2006, on a vote on a resolution on a show of hands at a meeting, each member present in person or by proxy has one vote
- 40 **Errors and disputes**
- 40 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 40 2 Any such objection must be referred to the chairman of the meeting whose decision is final and conclusive
- 41 **Demanding a poll and procedure on a poll**
- 41 1 A poll on a resolution may be demanded
  - (a) in advance of the general meeting where it is to be put to the vote, or
  - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 41 2 A poll may be demanded by
  - (a) the chairman of the meeting,
  - (b) the Trustees,
  - (c) two or more persons having the right to vote on the resolution, or
  - (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution
- 41 3 A demand for a poll may be withdrawn if
  - (a) the poll has not yet been taken, and
  - (b) the chairman of the meeting consents to the withdrawal,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

41 4 Polls must be taken immediately and in such manner as the chairman of the meeting directs

## **42 Content of proxy notices**

42 1 Proxies may only validly be appointed by a notice in writing which

- (a) states the name and address of the member appointing the proxy,
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine, and
- (d) is delivered to the company in accordance with these articles and any instructions contained in the notice of the general meeting to which they relate

42 2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

42 3 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

42 4 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

## **43 Delivery of proxy notices**

43 1 The appointment of a proxy and the power of attorney or other authority (if any) under which it is signed (or a copy of such authority certified notarially or in some other way approved by the Trustees) shall be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Trustees may specify) in electronic form

- (a) to the registered office of the company, or
- (b) to such other address (including an electronic address) as is specified in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the company in relation to the meeting, or
- (c) as the Trustees shall otherwise direct,

to be received before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll

43 2 Any instrument of proxy not so sent or supplied or received shall be invalid unless the Trustees at any time prior to the meeting or the chairman of the meeting at the meeting, in their or his absolute discretion, accept as valid an instrument of proxy where there has not been compliance with the provision of this article and such proxy shall thereupon be valid notwithstanding such default

43 3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person

43 4 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

#### 44 **Revocation of proxy notices**

The validity of

- (a) a vote given or poll demanded in accordance with the terms of an appointment of a proxy, or
- (b) anything done by a proxy acting as duly appointed chairman of a meeting, or
- (c) any decision determining whether a proxy counts in a quorum at a meeting,

shall not be affected notwithstanding the death or mental disorder of the appointor or the revocation of the appointment of the proxy (or of the authority under which the appointment of the proxy was executed) unless notice in writing of such death, mental disorder or revocation shall have been

- (a) sent or supplied to the company, in any manner permitted for the sending or supplying of appointments of proxy pursuant to these articles, and
- (b) received at the registered office of the company (or such other address (including electronic address) as has been designated for the sending or supplying of appointments of proxy), before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll

#### 45 **Votes of proxies**

45 1 Subject to section 285(2), CA2006, on a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote

45 2 The company shall be under no obligation to ensure or otherwise verify that any votes(s) cast by a proxy are done so in accordance with any such instructions given by the member by whom such proxy is appointed. In the event that a vote cast by such proxy is not done so in accordance with the instructions of the member by whom such proxy is appointed, such vote shall not be deemed to be invalid

45 3 On a vote on a resolution on a show of hands, where a proxy is appointed by more than one member, such proxy shall be entitled to cast voted both for and against the motion in question if he has been so instructed by the members by whom he is appointed

#### 46 **Written resolutions of members**

A written resolution proposed in accordance with the provisions of Chapter 2 of Part 13 of the CA2006 shall lapse if it is not passed before the period of three months beginning with the circulation date (as such is construed pursuant to Section 290, CA2006)



**47 Amendments to resolutions**

- 47 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
- (a) notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- 47 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
  - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 47 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

**Part 5**

**Administrative Arrangements**

**48 Company communications**

- 48 1 Subject to the provisions of the Acts (and save as otherwise provided in these articles), any document or information required or authorised to be sent or supplied by the company to any member or any other person (including a Trustee) pursuant to these articles, the Companies Acts or any other rules or regulations to which the company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by the company pursuant to the Companies Acts
- 48 2 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
- 48 3 The provisions of the CA2006 which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts by making it available on a website shall, mutatis mutandis, apply to the sending or supplying of any document or information required or authorised to be sent by these articles or any other rules or regulations to which the company may be subject, by making it available on a website
- 48 4 The company may send or supply any document or information to a member or any other person (including a Trustee) pursuant to these articles, the Companies Acts or any other rules or regulations to which the company may be subject, either personally, or by post in a prepaid envelope addressed to the member (or such other person) at his registered address or at his address for service, or by leaving it at that address or any other address for the time being notified to the company by the member (or such other person) for the purpose, or by sending or supplying it using electronic means to an electronic address for the time being notified to the

company by the member (or such other person) for the purpose, or by any other means authorised in writing by the member (or such other person) concerned

- 48 5 A member whose registered address is not within the United Kingdom and who gives the company an address within the United Kingdom to which documents or information may be sent or supplied to him, or gives an electronic address to which documents or information may be sent or supplied using electronic means, shall be entitled to have documents or information sent or supplied to him at that address, but otherwise no such member shall be entitled to receive any document or information from the company
- 48 6 If on at least two consecutive occasions, the company has attempted to send any document or information by electronic means to any address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification has been received by the company, the company thereafter shall send documents or information in hard copy form or electronic form (but not by electronic means) to such member at his registered address or address for service within the United Kingdom (whether by hand, by post or by leaving it or them at such address), in which case the provisions of article 48 7 shall apply
- 48 7 If on three consecutive occasions, documents or information have been sent or supplied to any member at his registered address or address for service of such documents or information in the United Kingdom but have been returned undelivered, such member shall not thereafter be entitled to receive any documents or information from the company until he shall have communicated with the company and supplied in writing a new registered address or address within the United Kingdom for the service of documents or information or an electronic address to which documents or information may be sent or supplied using electronic means
- 48 8 Any member present, in person or by proxy, at any meeting of the company shall be deemed to have received due notice of such meeting and, where requisite, of the purpose for which such meeting was called
- 48 9 Save as provided otherwise in these articles, any document or information addressed to a member (or other person to whom such document or information is required or authorised to be sent pursuant to these articles, the Companies Acts or otherwise) at his registered address or address for service (in the case of a member, in the United Kingdom) or electronic address, as the case may be, shall
- (a) if hand delivered or left at a registered address or other address for service (in the case of a member, in the United Kingdom), be deemed to have been served or delivered on the day on which it was so delivered or left,
  - (b) if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 48 hours after the envelope was posted,
  - (c) if sent or supplied by electronic means (other than by means of a website), be deemed to have been received (if sent or supplied between the hours of 9 a m and 5 p m on a working day) at the time it was sent, or (if sent or supplied at any other time) at 9 a m on the next following working day, and
  - (d) if sent or supplied by means of a website, be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website
- 48 10 In calculating a period of hours for the purpose of article 48 9, account shall be taken of any part of a day that is not a working day

48 11 A Trustee may agree with the company that 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 those set out in article 48 9

48 12 Subject to article 48 7, in proving such service or delivery it shall be sufficient to prove that the envelope containing the document or information was properly addressed and put into the post in a prepaid envelope or, in the case of a document or information sent or supplied by electronic means, that it was sent or supplied in accordance with the guidance issued by the Institute of Chartered Secretaries and Administrators entitled "Electronic Communications with Shareholders 2007" (as such guidance is amended or updated from time to time)

48 13 The company shall not be held responsible for any failure in transmission beyond its reasonable control and the provisions of article 48 8 to article 48 11 (inclusive) shall apply regardless of any document or information being returned undelivered and regardless of any delivery failure notification or "out of office" or other similar response and any such "out of office" or other similar response shall not be considered to be a delivery failure

#### **49 Company seals**

49 1 Any common seal may only be used by the authority of the Trustees or a committee of the Trustees

49 2 The Trustees may decide by what means and in what form any common seal is to be used

49 3 Unless otherwise decided by the Trustees, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

49 4 For the purposes of this article, an authorised person is

- (a) any Trustee of the company,
- (b) the company secretary (if any), or
- (c) any person authorised by the Trustees for the purpose of signing documents to which the common seal is applied

#### **50 No right to inspect accounts and other records**

Except as provided by law or authorised by the Trustees or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member

#### **51 Provision for employees on cessation of business**

The Trustees may decide to make provision for the benefit of persons employed or formerly employed by the company (other than a Trustee or former Trustee or shadow Trustee) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company

#### **52 Indemnity and Funds**

The company may indemnify a Trustee or former Trustee of the company against any liability incurred by him in that capacity to the extent permitted by sections 232 to 234 of CA2006

53      **Amendments requiring the prior consent of the Charity Commission**

No amendment shall be made to articles 2 1 (*Objects*), 6 1 (*Application of property and income*), 7 1 (*Application of assets on a winding up*), 19 (*Authorisation of conflicts*) and 27 (*Trustees' interests*) without the prior written consent of the Commission