

The Companies Acts 1948 to 2006

Company Limited by Guarantee and not having a Share Capital

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**Articles of Association**  
**of**  
**Bexley Youth Training Group**

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**INTERPRETATION**

**1. Definitions**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

**OBJECTS AND POWERS**

**2. Objects**

The objects for which the Charity is established are the advancement of education of members of the public who through their social and economic circumstances are in need and unable to gain employment or who are in employment but require further training to work satisfactorily in this employment, by the provision of training facilities which will enable such persons to acquire and develop vocational skills.

**3. Powers**

To further its objects the Charity may:

- 3.1 provide and assist in the provision of money, materials or other help;
- 3.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.5 provide or procure the provision of counselling and guidance;
- 3.6 provide or procure the provision of advice;
- 3.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh the Charity may properly undertake;
- 3.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.10 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 1993);

- 3.11 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 1993 if it wishes to mortgage land);
- 3.12 set aside funds for special purposes or as reserves against future expenditure;
- 3.13 invest the Charity's money not immediately required for its objects in or upon any *investments, securities, or property as may be thought fit in the absolute discretion of the trustees for the time being*, 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 also as hereinafter provided;
- 3.14 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert or Experts acting under their instructions and pay any reasonable fee required;
- 3.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.17 accept (or disclaim) gifts of money and any other property;
- 3.18 raise funds by way of subscription, donation or otherwise;
- 3.19 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.20 incorporate and acquire subsidiary companies to carry on any trade;
- 3.21 subject to Article 4 (limitation on private benefits):
  - 3.21.1 engage and pay employees, consultants and professional or other advisers; and
  - 3.21.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.23 become a member, associate or affiliate of or act as trustee or appoint directors of any other organisations (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 3.24 undertake and execute charitable trusts;
- 3.25 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.27 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.28 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;

3.29 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 73F of the Charities Act 1993 (provided that in the case of an officer who is not a Trustee, the second and third references to "the Charity Trustees" in the said Section 73F(1) shall be treated as references to officers of the Charity); and

3.30 do all such other lawful things as may further the Charity's objects.

#### **4. Limitation on private benefits**

4.1 The income and property of the Charity from whatever source derived, shall be applied solely towards the promotion of its objects 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 howsoever, by way of profit to the members of the Charity (and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity)

4.2 PROVIDED THAT nothing herein shall prevent any payment in good faith by the Charity:

4.2.1 of reasonable and proper remuneration to any member, officer or servant of the Charity (not being a Trustee) for any services rendered to the Charity;

4.2.2 of interest on money lent by any member of the Charity (or a Trustee) at a rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Trustees;

4.2.3 of any reasonable and proper rent for premises demised or let by any member of the Charity (or of its Trustees);

4.2.4 of fees, remuneration or other benefits 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 the company;

4.2.5 to any Trustee of out-of-pocket expenses; and

4.2.6 the payment 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 Charity: Provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Trustees (or any of them) knew, or must be assumed to have known, was not in the best interests of the Charity, or which the Trustees (or any of them) did not care whether it was in the best interests of the Charity or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees (or any of them).

4.2.7 (for the avoidance of doubt) where the member is itself a charity, assets for application in accordance with common charitable purposes.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **5. Liability of members**

Every member undertakes to contribute pro rata the sum of up to £1 to the assets of the Charity in the event of its being wound up during the time that he is a member or within one year afterwards for payments of debts and liabilities of the Charity contracted before he ceased to be a member and of the costs charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves.

### **6. Indemnity**

Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

## **TRUSTEES**

### **TRUSTEES' POWERS AND RESPONSIBILITIES**

### **7. Trustees' general authority**

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

### **8. Chair**

The Sole Member shall appoint the Chair and may appoint other officers of the Charity, on such terms as the Sole Member considers appropriate.

### **9. Trustees may delegate**

9.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

9.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.

9.3 Any delegation by the Trustees may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit.

9.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

- 9.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 9.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

## **10. Committees**

### **10.1 In the case of delegation to committees:**

- 10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
- 10.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
- 10.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
- 10.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
- 10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Group except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

- 10.2 For the avoidance of doubt, the Trustees may (in accordance with Article 9) delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee, provided always that no committee shall incur expenditure on behalf of the Charity except in accordance with a budget which has been approved by the Trustees.

- 10.3 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

## **11. Delegation of investment management**

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

- 11.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
- 11.2 timely reports of all transactions are provided to the Trustees;
- 11.3 the performance of the investments is reviewed regularly with the Trustees;
- 11.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 11.5 the investment policy and the delegation arrangements are reviewed regularly;
- 11.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance; and

- 11.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

**12. Power to change name of the Charity**

The Trustees may change the name of the Charity at any time by majority decision of the Trustees at a meeting.

***DECISION-MAKING BY TRUSTEES***

**13. Trustees to take decisions collectively**

Any decision of the Trustees must be either:

- 13.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting; or  
13.2 a unanimous decision taken in accordance with Article 19.

**14. Calling a Trustees' meeting**

- 14.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.

- 14.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:

- 14.2.1 all the Trustees agree; or  
14.2.2 urgent circumstances require shorter notice.

- 14.3 Notice of Trustees' meetings must be given to each Trustee.

- 14.4 Every notice calling a Trustees' meeting must specify:

- 14.4.1 the place, day and time of the meeting;  
14.4.2 the general nature of the business to be considered at such meeting; and  
14.4.3 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.

- 14.5 Notice of Trustees' meetings need not be in Writing.

- 14.6 Article 32 shall apply and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustees for the purpose.

**15. Participation in Trustees' meetings**

- 15.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

- 15.1.1 the meeting has been called and takes place in accordance with the Articles; and  
15.1.2 they can each communicate 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 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two.
- 16.3 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 to appoint further Trustees.

**17. Chairing of Trustees' meetings**

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

**18. Casting vote**

- 18.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.
- 18.2 Article 18.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

**19. Unanimous decisions without a meeting**

- 19.1 A decision is taken in accordance with this Article when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a conflict of interest or duty which, under Article 20, results in them not being entitled to vote.
- 19.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.
- 19.3 A decision which is made in accordance with this Article 19 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 19.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;
- 19.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 19.3;
- 19.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- 19.3.4 the Recipient must prepare a minute of the decision in accordance with Article 36.

**20. Conflicts of interest**

***Declaration of interests***

20.1 Unless Article 20.2 applies, a Trustee must declare the nature and extent of:

20.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and

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

20.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

***Participation in decision-making***

20.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

20.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

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

(a) any benefit received in his, her or its capacity as a beneficiary of the Group and which is available generally to the beneficiaries of the Charity;

(b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.29;

(c) payment under the indemnity set out at Article 6; and

(d) reimbursement of expenses in accordance with Article 4; or

20.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 20.5.

20.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 20.5, he or she must:

20.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

20.5.2 not be counted in the quorum for that part of the process ; and

20.5.3 withdraw during the vote and have no vote on the matter.

***Continuing duties to the Charity***

- 20.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

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

20.6.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

**21. Validity of Trustee actions**

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

**22. Trustee's discretion to make further rules**

Subject to the 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.

**23. Expenses of Trustees**

The Trustees may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of the Trustees or committees of Trustees or general meetings or separate meetings of the holders of debentures of the Charity or otherwise in connection with the discharge of their duties.

***APPOINTMENT AND RETIREMENT OF TRUSTEES***

**24. Number of Trustees**

The maximum number of Trustees shall be fifteen (15) and the minimum shall be three (3).

**25. Appointment of Trustees**

- 25.1 The Sole Member shall appoint the Trustees and on such terms as the Sole Member considers appropriate.

***Minimum age***

- 25.2 No person may be appointed as a Trustee unless he or she has reached the age of 18 years.

**26. Disqualification and removal of Trustees**

A Trustee shall cease to hold office if:

- 26.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 26.2 he or she is disqualified under the Charities Act 1993 from acting as a Trustee of a the Charity;
- 26.3 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;

- 26.4 a composition is made with his or her creditors generally in satisfaction of his or her debts;
- 26.5 he or she is, or may be, suffering from mental disorder and either:-
- 26.5.1 he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
- 26.5.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs; or
- 26.6 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Trustees will remain in office when such resignation has taken effect);
- 26.7 he or she attends less than 75% of the scheduled meetings of the Trustees in any year and the Sole Member resolves that he or she be removed for this reason;
- 26.8 by resolution of the Sole Member. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or
- 26.9 he or she ceases to be a member of the Charity.

## **PATRONS**

### **27. Patrons**

The Sole Member may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any Annual Retirement Meeting of the Charity and shall also have the right to receive accounts of the when available to members.

## **MEMBERSHIP**

### ***BECOMING AND CEASING TO BE A MEMBER***

### **28. Sole Member**

- 28.1 There shall be a sole company member of the Charity, which shall be: Bromley College Corporation, trading as London South East Colleges: Rookery Lane, Bromley, BR2 8HE ("LSEC").
- 28.2 In the event of a bona fide reconstruction of the member without insolvency the Trustees shall admit its successor organisation as member.
- 28.3 If the Sole Member goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency, or has an administrator, or a receiver, or an administrative receiver appointed over all its assets or an order made or a resolution passed for its winding up, the Sole Member's membership shall automatically cease, and the Trustees shall after consultation (as far as practicable) with representatives of the former sole member admit any other person or persons willing to become the member or members of the charity to membership.

**29. New members**

- 29.1 The Sole Member (and not the Trustees) shall have the power to admit new company members.

**30. Membership administration**

- 30.1 Membership is not transferable and the Trustees shall keep the required statutory records of company membership.
- 30.2 The sole member may resign from membership upon the appointment of one or more new company members.

**31. Membership resolutions**

All company member resolutions (except the removal of a director or auditor which require a meeting) shall be passed by written resolution of the Sole Member, acting by an authorised representative. (Where a meeting is required, it shall be called and conducted in accordance with the Companies Act 2006 and relevant regulations.

**ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

**32. Communications by the Charity**

***Methods of communication***

- 32.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Charity, including without limitation:
- 32.1.1 in Hard Copy Form;
- 32.1.2 in Electronic Form; or
- 32.1.3 by making it available on a website.
- 32.2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).
- 32.3 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 which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

***Deemed delivery***

- 32.4 A member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 32.5 Where any Document or information is sent or supplied by the Charity to the members:
- 32.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

32.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

32.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

- (a) when the material was first made available on the website; or
- (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

32.6 Subject to the Companies Acts, a Trustee or any other person may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

32.7 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:

32.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so;

32.7.2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

32.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

***Exceptions***

32.8 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address.

32.9 Notices of general meetings need not be sent to a member who does not register an Address with the Charity, or who registers only a postal address outside the United Kingdom, or to a member for whom the Charity does not have a current Address.

**33. Communications to the Charity**

The provisions of the Companies Acts shall apply to communications to the Charity.

**34. Secretary**

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

34.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and

34.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

**35. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

**36. Minutes**

The Trustees must cause minutes to be made:

- 36.1 of all appointments of officers made by the Trustees;
- 36.2 of all resolutions of the and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 36.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

**37. Records and accounts**

The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a member Trustees' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 37.1 annual reports;
- 37.2 annual returns; and
- 37.3 annual statements of account.

**38. Exclusion of model articles**

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

**WINDING UP**

**39. Winding up**

If upon the winding-up or dissolution of the Charity 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 Charity, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Charity, 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 it imposed on the Charity under or by virtue of Article 4 of these Articles, such institution or institutions to be determined by the members within three months of the members resolution passed initiating the winding-up failing which and if and so far as effect cannot be given to such provision, then to such other charitable object as the directors shall resolve upon.

## SCHEDULE

### INTERPRETATION

#### Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	<b>“Address”</b>	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2	<b>“Annual Retirement Meeting”</b>	has the meaning given in Article <b>Error! Reference source not found.</b> ;
1.3	<b>“Articles”</b>	The Charity’s articles of association;
1.4	<b>“Chair”</b>	Has the meaning given in Article 8;
1.5	<b>“the Charity”</b>	Bexley Youth Training Group;
1.6	<b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7	<b>“Clear Days”</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.8	<b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.9	<b>“Connected ”</b>	<p>in relation to a means any person falling within any of the following categories:</p> <p>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Charity; or</p> <p>(b) the spouse or civil partner of any person in (a); or</p> <p>(c) any other person in a relationship with the which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or</p> <p>(d) any company, partnership or firm of which the is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;</p>
1.10	<b>“Document”</b>	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.11	<b>“Electronic Form” and</b>	have the meanings respectively given to them in



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|      | <b>“Electronic Means”</b>               | Section 1168 of the Companies Act 2006;  |
| 1.12 | <b>“Financial Expert”</b>               | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;   |
| 1.13 | <b>“Hard Copy” and “Hard Copy Form”</b> | have the meanings respectively given to them in the Companies Act 2006;  |
| 1.14 | <b>“Public Holiday”</b>                 | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;                   |
| 1.15 | <b>“Secretary”</b>                      | The secretary of the Charity (if any);   |
| 1.16 | <b>Sole Member</b>                      | As defined in Article 28.1;  |
| 1.17 | <b>“Subsidiary Company”</b>             | any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company; |
| 1.18 | <b>“Trustee”</b>                        | a director of the Charity, and includes any person occupying the position of director, by whatever name called;  |
| 1.19 | <b>“Vice-Chair”</b>                     | has the meaning given to it in Article 8; and  |
| 1.20 | <b>“Writing”</b>                        | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.             |
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2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
  3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity.