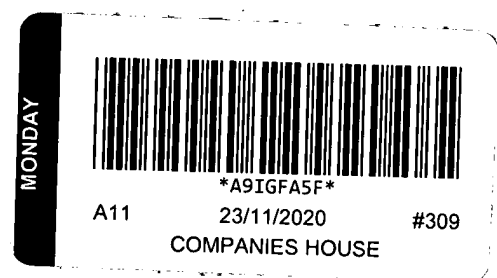


THE COMPANIES ACTS 1948 to 1981

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

**MEMORANDUM
and
ARTICLES OF ASSOCIATION
of
DISABILITY NORTH**



**Watson Burton LLP
1 St James' Gate
Newcastle upon Tyne, NE99 1YQ
DCF112.GAK
50/50**

THE COMPANIES ACTS 1948 to 1981
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
DISABILITY NORTH

1. The name of the Company (hereinafter called "Disability North") shall be **DISABILITY NORTH**.
2. The registered office of Disability North will be situated in England.
3. The objects for which Disability North is established are:-
 - i) To promote the relief of disabled people and in particular their integration into society, operating within the City of Newcastle upon Tyne, the Counties of Cumbria, Northumberland Durham, Tyne and Wear and areas adjacent thereto.
 - ii) To provide disabled people with the support they require by addressing the disadvantage or restriction of activity caused by social attitudes and environmental barriers, In the Memorandum the words "disabled people" include people who have a physical, sensory or mental impairment.
 - iii) To promote and support research and surveys in social welfare issues related to disabled people and to publish the results of such research.

In furtherance of these objects but not further or otherwise Disability North shall have the following powers:-

- a) To act as a co-ordinating body for all organisations, local authorities, government departments and others working for the welfare and rehabilitation of disabled people and to promote and provide machinery for effective communication and co-operation between statutory and voluntary agencies, industrial organisations and other bodies working in that field.

- b) To undertake duties with regard to the care of disabled people which may be laid upon Disability North by any public or government department, to liaise with such authorities and departments with reference to matters affecting the welfare and rehabilitation of disabled people and develop new voluntary services where the need is shown to exist.
- c) To provide and support information services appropriate to the different levels and kinds of activities and promote a better appreciation by the public and by central and local government of the needs of disabled people.
- d) To prepare and submit evidence to any government commission, committee or department, and to any public or private body dealing with any aspects of work for disabled people.
- e) To promote, organise and participate in:-
 - i) Conferences, seminars and meetings for the study and discussion of any aspect of the education, welfare and rehabilitation of disabled people;
 - ii) Exhibitions of the work of, and for, disabled people;
 - iii) Courses of instruction, preparation or training for disabled people and for those engaged in work with disabled people (or seeking to engage in such work);
 - iv) To support services designed to meet the needs of disabled people for recuperative activity and for employment.
- f) To maintain contact with the progress of work for disabled people in other parts of the United Kingdom of Great Britain and Northern Ireland, to co-operate with organisations having similar aims and purposes, and in particular to co-operate with appropriate agencies.
- g) To print, publish or cause to be printed or published any periodicals, books, articles, leaflets, films or other like material necessary for the attainment of the objects of Disability North.
- h) To establish and maintain services to improve the facilities for disabled people.

- i) To enter into any arrangement with any institution, corporation, company, association, firm or person or with any Government or public authority which may seem calculated to further any of the objects of Disability North and to obtain any rights or privileges which may be necessary for the attainment of the objects of Disability North.
- j) To apply for, solicit, obtain and accept Government or other grants and to collect funds and to promote or procure subsidies, subscriptions, gifts, benefactions, donations, devises and bequests of any real or personal property from public and private bodies and persons towards carrying out the objects of Disability North or any of them.
- k) Subject to clause 4 of this Memorandum to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows or other dependants.
- l) To transfer all or any part of the undertaking assets and liabilities of Disability North to or amalgamate with any other institution, company or association having charitable objects similar in whole or in part to those of Disability North PROVIDED THAT any such institution, company or association is prohibited from the payment of divided, bonus or profit to its members at least to as great an extent as such payment is prohibited to members of Disability North, and FURTHER PROVIDED THAT this clause shall not authorise anything which shall prevent Disability North from properly and usefully carrying out its functions as contemplated by this Memorandum of Association.
- m) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills or exchange and other negotiable or transferable instruments.
- n) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and in any rights or privileges which Disability North may think necessary for the promotion of its objects, and to construct, maintain and alter any buildings or erections required for the purpose of Disability North.
- o) To sell, let, mortgage (for the purpose of securing any loan authorised by this Memorandum) dispose of or turn to account all or any of the property or assets of Disability North as may be necessary for the promotion of its objects.

- p) To borrow or raise money for the purposes of Disability North on such terms and on such security as may be thought fit.
- q) To invest the moneys of Disability North not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, including subscribing for purchasing or otherwise acquiring and holding shares in any company having objects similar in whole or in part to those of Disability North 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.
- r) To undertake and execute any charitable trusts which further any of the objects of Disability North.
- s) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of Disability North or calculated to further its objects.
- t) To purchase or otherwise acquire and undertake all or such part of the property, assets, and liabilities as may lawfully be acquired or undertaken by Disability North of any one or more of the charitable institutions, companies or associations with which Disability North is authorised to amalgamate and in particular, but without prejudice to the generality of the foregoing to acquire so far as lawfully may be the whole or any part of the real and personal property belonging to and to undertake all or any of the liabilities of Disability North whose principal office is now at the Dene Centre, Castles Farm Road, Newcastle upon Tyne, NE3 1PH and to continue and carry on the objects thereon on the same lines as heretofore so far as may be desirable.
- u) To do all such other things as are necessary for the attainment of the above objects or any of them.

Provided that the objects of Disability North shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

Provided also that in case Disability North shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales Disability North shall not sell, mortgage, charge or

lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Executive Committee of Disability North shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would as such Executive Committee have been if no incorporation had been effected, and the incorporation of Disability North shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Executive Committee but they shall as regards any such property be subject jointly and separately to such control or authority as if Disability North were not incorporated. In case Disability North shall take or hold any property which may be subject to any trusts, Disability North shall only deal with the same in such manner as allowed by law, having regard to such trusts.

4. The income and property of Disability North shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association 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 members of Disability North and no member of its Executive Committee shall be appointed to any office of Disability North paid by salary or fees or receive any remuneration or other benefit in money or money's worth from Disability North.

Provided that nothing herein shall prevent any payment in good faith by Disability North.

- a) of reasonable and proper remuneration to any member, officer, Chief Executive or servant of Disability North not being a member of its Executive Committee for any services rendered to Disability North;
- b) of interest on money lent by any member of Disability North or its Executive Committee at a rate per annum not exceeding 2% less than the minimum lending rate prescribed for the time being by the Bank of England, or 3% whichever is the greater;
- c) of reasonable and proper rent for premises demised or let by any member of Disability North or of its Executive Committee;
- d) of fees, remuneration or other benefit on money or money's worth to a company of which a member of the Executive Committee

may be a member holding not more than 1/100th part of the capital of that Company; and

- e) to any member of its Executive Committee of reasonable out-of-pocket expenses.

5. The liability of the members is limited.
6. Every member of Disability North undertakes to contribute to the assets of Disability North in the event of the same being wound up while he is member, or within one year after he ceases to be a member, for payment of the debts and liabilities of Disability North contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding One pound (£1.00).
7. If upon the winding up or dissolution of Disability North 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 Disability North but shall be given or transferred to some other institution or institutions having charitable objects similar to the objects of Disability North and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on Disability North under or by virtue of clause 4 hereof, such institution or institutions to be determined by the members of Disability North at or before the time of dissolution, and if and so far as effect cannot be given to such provision then some other charitable object.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

David Bates	9 Beechfield Road Gosforth Newcastle upon Tyne NE3 4DR	Medical Practitioner
Angela M Blenkinsop	9 Cleasby Gardens Gateshead Tyne and Wear NE9 5HL	Information Officer
Graham Grant	11 Front Street Corbridge Northumberland NE45 5AP	Medical Practitioner
Peter W Jowett	28 Westfield Drive Gosforth Newcastle upon Tyne NE3 4XY	Chartered Accountant
Mari T P Lynn	29 Graham Park Road Gosforth Newcastle upon Tyne NE3 4BH	S.R.N. PA/Secretary
James E Scott	10 Larchlea Darras Hall Newcastle upon Tyne NE20 9LG	Accountant
Roger C Spoor	5 Graham Park Road Gosforth Newcastle upon Tyne	Chartered Accountant

DATED this 13th day of December 1983

Witness to the above signatures:

DONALD M DEMPSEY
19 Carham Close
Gosforth
Newcastle upon Tyne.
Chief Executive.

THE COMPANIES ACTS 1948 to 1981
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
DISABILITY NORTH

GENERAL

1. In these Articles the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:-

WORDS	MEANINGS
The Act	The Companies Act 1984 and any amendment or re-enactment thereof
These Articles	These Articles of Association, and the regulations of Disability North from time to time in force.
Disability North	The above-named body
The Executive Committee	The Executive Committee for the time being of Disability North.
The Office	The registered office of Disability North
The Seal	The Common Seal of Disability North
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar month
In writing	Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a permanent visible form.

And words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender, and

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these Articles become binding on Disability North shall, if not inconsistent with the subject or context, bear the same meanings in these Articles.

2. The number of members with which Disability North proposes to be registered is unlimited.
3. The provisions of Section 110 of the Act shall be observed by Disability North, and every member of Disability North shall either sign a written consent to become a member or sign the register of members on becoming a member.
4. Disability North is established for the purpose expressed in the Memorandum of Association.

MEMBERS

5. The subscribers to the Memorandum of Association and such other persons as shall on compliance with Article 3 be admitted to membership in accordance with the conditions hereinafter contained shall be members of Disability North and shall be entered in the register of members accordingly.
6. There shall be 3 classes of members, namely:-
 - i) **ORDINARY MEMBERS**
 - a) Any voluntary organisation, institution or association being an incorporated body and being either nominated by the subscribers to the Memorandum of Association or subsequently elected by the Executive Committee.
 - b) Persons nominated for membership pursuant to Article 7.
 - c) Any individual who possesses special knowledge or experience whom the Executive Committee shall elect and coopt onto the Executive Committee.

- d) Any individual who is actively concerned with the furtherance of the objects of Disability North and elected by the Executive Committee.
- e) Honorary officers of Disability North appointed or elected in accordance with sub-articles 13(a) or 13(b)
- f) Any statutory authority being either nominated by the subscribers to the Memorandum of Association or subsequently elected by the Executive Committee

ii) **ASSOCIATE MEMBERS**

Any incorporate or unincorporated body or individual concerned with the furtherance of the objects of Disability North and elected by the Executive Committee.

iii) **HONORARY MEMBERS**

Any individual who has given outstanding services to disabled people, whether within the areas in which Disability North is empowered to act or elsewhere.

7. An unincorporated body may not become an Ordinary member (though it may be an Associate member) of Disability North, but an unincorporated body which would if incorporated have been eligible for membership, may nominate one of its members to apply for Ordinary or Associate membership on its behalf. Any such body may by notice in writing to the Executive Committee cancel the nomination of any person so nominated and nominate some other person in his place, or nominate a new representative in place of any representative who dies or resigns his membership, and immediately upon receipt by the Executive Committee of such notice the person whose nomination has been cancelled or who shall have died or resigned as aforesaid shall cease to be a member of Disability North and the person nominated in his place shall (as from receipt by the Executive Committee of his nomination together with the form of consent required by Article 3) become a member of Disability North.
8. Each Ordinary and Associate member shall be required to subscribe annually such sum, if any, as the Executive Committee may decide according to a scale approved by Disability North from time to time in general meeting.

9. The Register of Members shall contain the particulars required by Section 110 of the Act in respect of Ordinary members, both corporate and individual
10. Election of Ordinary and Associate Members shall be by the Executive Committee at a meeting of the Executive Committee. The rights and privileges of a member shall be personal and subject to Article 7 shall not be transferable or transmissible.
 - a) The majority of Ordinary Members shall be disabled people or representatives of organisations in which the majority of votes on their governing committee shall be exercisable by disabled people. In the event of the figure in both classifications failing to achieve the aforesaid majority the Executive Committee shall take whatever measures it considers appropriate to restore the required majority. Nothing in this article 10a shall prevent Disability North continuing to function or invalidate any resolution passed or proceedings had at any General Meeting of Disability North until the Majority has been restored.
11. Honorary Members shall be elected by Disability North in general meeting.
12. A member shall forthwith cease to be a member upon the happening of any of the following events, namely:-
 - a) If, being an individual, he becomes bankrupt or makes any arrangement or composition with his creditors generally, or, being a company, enters into liquidation (otherwise than for the purpose of amalgamation or reconstruction), or
 - b) If he becomes of unsound mind, or
 - c) If by notice in writing to the Executive Committee he resigns his membership, or
 - d) if his membership is cancelled pursuant to article 7, or
 - e) If the Executive Committee so resolves having given notice to him that his membership is to be determined within a specified period owing to non-payment of subscription or for any other reason at their discretion and in the case of notice for a reason other than non-payment of subscription he shall have been given a reasonable opportunity to attend and make representations on his

own behalf to the Executive Committee at a meeting of the Executive Committee.

HONORARY OFFICERS

- 13 a) There shall be one or more Patrons of Disability North, a President of Disability North and one or more Vice-Presidents of Disability North who shall be elected by Disability North in General Meeting. They shall hold office for life or until such time as they shall resign office.
- b) There shall be a Chairman of Disability North, a Vice Chairman of Disability North and a Treasurer of Disability North who shall be elected by Disability North at the Annual General Meeting in each year to hold office until the termination of the next following Annual General Meeting but who shall be eligible for re-election.
- c) Such officers elected or appointed pursuant to sub-articles 13(a) and 13(b) shall be individual members of Disability North and, if not members at the time of their election or appointment, shall forthwith be admitted to membership of Disability North
- d) If Disability North in General Meeting shall so determine two persons may be elected jointly to act as any such Officer elected or appointed in accordance with sub-article 13(a) or 13(b).
- e) In the event of a vacancy in any of such offices as are referred to in sub-article 13(b) the Executive Committee may appoint one or more individual members of Disability North to fill the vacancy but any person so appointed shall hold office only until the next Annual General Meeting and shall then be eligible for re-election.
- f) The first Honorary Officers shall be appointed in writing by the subscribers to the Memorandum of Association.

GENERAL MEETINGS

14. Disability North shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Executive Committee, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and that so long as Disability North holds its first Annual General Meeting within

eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

15. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
16. The Executive Committee may whenever they think fit convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisition, as provided by section 132 of the Act.
17. Twenty-one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen days' notice at the last of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these Articles or under the Act entitled to receive such notices from Disability North but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings a meeting may be convened by such notice as those members may think fit.
18. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

19. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special with the exception of the consideration of the income and expenditure account, the balance sheet and the reports of the Executive Committee and of the Auditors, the election of Honorary Officers, of ordinary members of the Executive Committee and the appointment and the fixing of the remuneration of the Auditors.
20. No business shall be transacted at any General Meeting unless a quorum is present. Save as herein otherwise provided, five ordinary members personally present, shall be a quorum. A corporate body

which is an ordinary member shall be deemed to be present at a General Meeting if its director or duly authorised representative is personally present at that General Meeting.

21. If within half an hour from the time appointed for the holding of a General Meeting, a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Executive Committee may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum.
22. The Chairman of Disability North or failing him the Vice-Chairman of Disability North shall preside at General Meetings but if both of them have indicated that they will not be present at a meeting or neither of them shall be present within fifteen minutes after the time appointed for holding the same or be willing to act as Chairman, the members of the Executive Committee present shall choose one of their number or some other person to preside as Chairman at such meeting.
23. The chairman of any meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
24. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the chairman of the meeting or by at least five members present in person or by proxy and having the right to vote, or by a member or members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of Disability North shall be conclusive evidence of the fact without proof of the number or

proportion of the votes recorded in favour or against that resolution.
The demand for a poll may be withdrawn.

25. Subject to the provisions of Article 26 if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
26. No poll shall be demanded on the election of a chairman of a meeting, or on any question of adjournment.
27. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
28. Subject as hereinafter provided, every ordinary member and honorary member shall have one vote. Associate members shall have no right to vote at General Meetings but shall have the right to receive notice of and be present at such meetings.
29. Save as herein expressly provided, no member other than an ordinary member or an honorary member who is duly registered and shall have paid every sum (if any) which shall be due and payable to Disability North in respect of his membership shall be entitled to vote on any question either personally or by proxy.
30. Votes may be given on a poll either personally or by proxy. On a show of hands an individual ordinary member or an honorary member present only by proxy shall have no vote. A corporation may vote by its duly authorised representative appointed as provided by section 139 of the Act. A proxy need not be a member of Disability North.
31. The instrument appointing a proxy shall be in writing under the hand of the appointee or his attorney duly authorised in writing, or if such appointee is a corporation under its common seal or under the hand of some officer duly authorised in that behalf.
32. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the Office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of

proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

33. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.
35. An instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:-

Disability North

“I
“of
“an Ordinary or Honorary Member (as the case may be)
of Disability North
“hereby appoint
“of
“or failing him,
“of
“as my proxy to vote for me and on my behalf at the Annual or
“Extraordinary, (as the case may be) General Meeting of
“Disability North to be held on the day of
“ and at every
“adjournment thereof.
“As witness my hand this day of
“ “

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

35. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings shall be as valid and effective as if the same had been passed at a general meeting of Disability North duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the members and signature in the case of a member which is a corporate body shall be sufficient if made by a Chief Executive thereof or its duly appointed attorney.

THE EXECUTIVE COMMITTEE

36. Subject as hereinafter provided the Executive Committee shall consist of the Honorary Officers appointed or elected in accordance with sub-articles 13(a) or 13(b) and not less than twelve nor more than twenty-two members of Disability North who shall be ordinary members of the Executive Committee. The number of co-opted members of Disability North who are members of the Executive Committee shall not at any time exceed one eighth of the total membership of the Executive Committee. The numbers of members of Disability North who are members of Disability North by virtue of Articles 6(i)(a) and 6(i)(b) and who are members of the Executive Committee shall not at any time exceed one quarter of the total membership of the Executive Committee. The first ordinary members of the Executive Committee shall be appointed in writing by subscribers to the Memorandum of Association and any such person may be so appointed before he or she shall have become a member of Disability North.
37. The Executive Committee may from time to time and at any time appoint any member of Disability North as an ordinary member of the Executive Committee, either to fill a casual vacancy or by way of addition to the Executive Committee, provided that the number of additional ordinary members of the Executive Committee so appointed shall not at any time exceed five. Any member so appointed shall retain his office only until the next Annual General Meeting but he shall then be eligible for re-election.
38. A member of the Executive Committee shall forthwith cease to be such a member upon the happening of any of the following events:
- a) if he ceases to be a member of Disability North; or
 - b) if he becomes bankrupt or makes an arrangement or composition with his creditors generally; or
 - c) if he becomes prohibited from being a member of the Executive Committee by reason made under section 188 of the Act; or
 - d) if he becomes of unsound mind; or
 - e) if he resigns his office by notice in writing to the Executive Committee; or

- f) if he is removed from office by a resolution duly passed pursuant to Section 184 of the Act; or
 - g) if, in being an Honorary Officer he ceases to be an Honorary Officer or
 - h) if, being a member elected to the Executive Committee of Disability North ex officio he ceases to hold the office in question.
39. At the Annual General Meeting to be held in the year 1984 and in every subsequent year, one third of the ordinary members of the Executive Committee for the time being, or if their number is not a multiple of three, then the number nearest to but not exceeding one-third, shall retire from office.
40. A retiring member of the Executive Committee shall retain his office until the dissolution or adjournment of the meeting at which his successor is elected or it is resolved not to fill his place.
41. The members of the Executive Committee to retire in any year shall be those who have been longest in office since their last election but as between persons who became members of the Executive Committee on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring member of the Executive Committee shall be eligible for re-election.
42. Disability North shall at the meeting at which any members of the Executive Committee retire in manner aforesaid fill the vacated office of each member by electing a person thereto, unless at such meeting it shall be resolved to reduce the number of ordinary members of the Executive Committee. If at any Annual General Meeting the number of candidates for election or re-election to the Executive Committee (including members of the Executive Committee retiring by rotation and eligible for re-election) exceeds the number of vacancies thereon, the vacancies shall be filled by those candidates obtaining the most votes. The vote shall be taken on a poll, which shall be deemed to have been demanded by the chairman of the meeting. The provisions of these Articles shall apply to such poll.
43. No person other than a member of the Executive Committee retiring at the meeting shall, unless recommended by the Executive Committee for election, be eligible for election for office on the Executive Committee at any General Meeting, unless at least six weeks before the day appointed for the meeting there shall have been given to the Secretary notice in writing by some member of Disability North duly qualified to be

present and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by the person to be proposed, of his willingness to be elected.

44. Disability North may from time to time in General Meeting increase or reduce the maximum and minimum limits (twenty-two and twelve respectively at the date of the adoption of these Articles) upon the number of ordinary members of the Executive Committee at any one time under Article 36 and determine in what rotation such increased or reduced number shall go out of office and may (in accordance with the provisions of Article 36) make the appointments necessary for effecting any resulting increase in the maximum total membership of the Executive Committee.
45. Without prejudice to any statutory provision for the time being in force relating to the removal of members of the Executive Committee by Ordinary Resolution Disability North may by Extraordinary Resolution remove any member of the Executive Committee before the expiration of his period of office and may by Ordinary Resolution appoint another member of Disability North in his stead, but any person so appointed shall retain his offices so long only as the member in whose place he is appointed would have held the same if he had not been removed from office.

POWERS OF THE EXECUTIVE COMMITTEE

46. The business of Disability North shall be managed by the Executive Committee who may pay all such expenses of and preliminary and incidental to, the promotion, formation, establishment and registration of Disability North as they think fit, and may exercise all such powers of Disability North and do on behalf of Disability North all such acts as may be exercised or done by Disability North in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the statutes for the time being in force and affecting Disability North, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by Disability North in General Meeting but no regulation made by Disability North in General Meeting shall invalidate any prior act of the Executive Committee which would have been valid if such regulation had not been made.
47. The Executive Committee may at their absolute discretion invite one or more observers to attend such meetings of the Executive Committee and such observers may be allowed to speak at such meetings but may not vote.

48. The Executive Committee may from time to time appoint and establish such standing committees and sub-committees consisting of such members of the Executive Committee and such other persons as they think fit and may delegate to such standing committees and sub-committees such of the powers of the Executive Committee including the power to appoint additional members, the power to invite observers and the power to sub-delegate as they think fit. The Executive Committee may from time to time vary or annul any such delegated powers and remove any person so appointed but no person dealing in good faith with any such committee and without notice of any such variation or annulment shall be affected thereby.

PROCEEDINGS OF THE EXECUTIVE COMMITTEE

49. The Executive Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of any business provided that the Executive Committee shall meet not less than four times in each calendar year. Unless otherwise determined, the quorum shall be five members present including any Honorary Officers. Questions arising at any meeting shall be decided by a majority of votes and in each case of an equality of votes the chairman of the meeting shall not have a second or casting vote.
50. A member of the Executive Committee may, and on the request of such a member the Secretary shall, at any time, summon a meeting of the Executive Committee by notice served upon the members of the Executive Committee. A member of the Executive Committee who is absent from the United Kingdom shall not be entitled to receive notice of a meeting.
51. The Executive Committee may appoint from amongst their members a person to fill any vacancy amongst the Chairman of Disability North and the Vice-Chairman of Disability North. Any person so appointed shall retain office only until the termination of the next following Annual General Meeting but shall be eligible for re-election at that Meeting.
52. The Chairman of Disability North or failing him the Vice-Chairman of Disability North shall preside at all meetings of the Executive Committee but if neither the Chairman or Vice-Chairman be present within five minutes after the time appointed for holding the meeting the members of the Executive Committee present shall choose one of their number to be chairman of the meeting.

53. A meeting of the Executive Committee at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under these Articles for the time being vested in the Executive Committee generally provided that this Article shall cease to have effect if and so long as the ordinary members of the Executive Committee shall be or become reduced in number to less than the minimum number prescribed by or in accordance with these Articles, in which case it shall be lawful for a meeting of the Executive Committee to act for the purposes of admitting persons to membership of Disability North, filling up vacancies in their body or summoning a General Meeting but not for other purposes.
54. The Executive Committee may from time to time lay down regulations for the conduct of the business of any standing committees or sub-committees established in accordance with Article 48 and any committee so established shall, in the exercise of the powers delegated to it, conform to such regulations. The meetings and proceedings of any such committee shall be governed by provisions of these Articles for regulating the meetings and proceedings of the Executive Committee so far as applicable and so far as the same shall not be superseded by any regulations made by the Executive Committee.
55. All acts bona fide done by any meeting of the Executive Committee or of any committee of the Executive Committee, or by any person acting as a member of the Executive Committee, shall, notwithstanding it be afterwards discovered that there was some defect in appointment or continuance in office of any such member of the Executive Committee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a member of the Executive Committee and had been entitled to vote.
56. The Executive Committee shall cause proper minutes to be made of all appointments of officers made by the Executive Committee and of the proceedings of all meetings of Disability North and of the Executive Committee and of committees of the Executive Committee and all businesses transacted at such meetings, and any such minutes of any meeting, shall be sufficient evidence without any further proof of the facts therein stated.
57. A resolution in writing signed by all the members of the Executive Committee for the time being or by all the members of any committee of the Executive Committee for the time being entitled to receive notice of a meeting of the Executive Committee or of such committee shall be as

valid and effectual as if it had been passed at a meeting of the Executive Committee or of such committee duly convened and constituted and may consist of several documents in the like form each signed by one or more member of the Executive Committee, or of such committees, as the case may be.

CHIEF EXECUTIVE

58. The Executive Committee may from time to time appoint any person they shall consider suitable to the office of Chief Executive of Disability North (not being a member of Disability North) on such terms as they shall think fit and may revoke such appointment. The Chief Executive shall receive such remuneration as the Executive Committee shall determine. The Executive Committee may entrust to and confer upon the Chief Executive such powers as they shall think fit and may from time to time revoke, withdraw, alter or vary those powers. The Chief Executive shall have the right to attend and to speak at general meetings of Disability North and of the Executive Committee (but not to vote thereat), save that the Chief Executive shall not be entitled to attend or to speak at any meeting at which his own terms of employment and remuneration are to be discussed.

SECRETARY

59. Subject to the provisions of Clause 4 of the Memorandum of Association the Secretary of Disability North shall be appointed by the Executive Committee for such period, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of sections 177 and 179 of the Act shall apply and be observed. The Executive Committee may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

THE SEAL

60. The members of the Executive Committee shall provide for the safe custody of the Seal, which shall only be used by the authority of the members of the Executive Committee or of a committee of the members of the Executive Committee authorised by them in that behalf, and every instrument to which the seal shall be affixed shall be signed by a member of the Executive Committee and shall be countersigned by the Secretary or by some other person appointed by the members of the Executive Committee in that behalf.

ACCOUNTS REPORTS AND AUDIT

61. The Executive Committee shall cause proper books of account to be kept with respect to:-
- a) all sums of money received and expended by Disability North and the matters in respect of which such receipts and expenditure take place;
 - b) all sales and purchases of goods by Disability North and
 - c) all assets and liabilities of Disability North

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of affairs of Disability North and to explain its transactions.

62. The books of account shall be kept in the office, or subject to section 147(3) of the Act, at such other place or places as the Executive Committee shall think fit, and shall always be open to the inspection of the members of the Executive Committee.
63. At the Annual General Meeting in every year the Executive Committee shall lay before Disability North a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of Disability North) made up to a date not more than eight months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Executive Committee and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of section 158(1)(c) of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and be read before the meeting as required by section 14 of the Companies Act 1967.
64. Auditors shall be appointed and their duties regulated in accordance with section 159 to 161 of the Act and Section 14 of the Companies Act 1967.

NOTICES

65. A notice may be served by Disability North upon any member, either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the register of members.
66. Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give Disability North an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Act, only these members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from Disability North.
67. Any notice, if served by post, shall be deemed to have been served on the second day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a prepaid letter.

DISSOLUTION

68. Clause 7 of the Memorandum of Association relating to the winding up and dissolution of Disability North shall have effect as if the provisions thereof were repeated in these Articles.

INDEMNITY

- 69 Every member of the Executive Committee of Disability North and of every standing committee and sub-committee of Disability North, Auditor, Secretary and other Officer for the time being of Disability North shall be entitled to be indemnified out of the assets of Disability North against all losses or liabilities incurred or sustained by him as such member of the Executive Committee standing committee or sub-committee, Auditor, Secretary or other Officer of Disability North in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 448 of the Act in which relief is granted to him by the Court. But this regulation shall only have effect in so far as its provisions are not rendered void by Section 205 of the Act.

NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

DAVID BATES	9 Beechfield Road Gosforth Newcastle upon Tyne NE3 4DR	Medical Practitioner
ANGELA M BLENKINSOP	9 Cleasby Gardens Gateshead Tyne and Wear NE9 5HL	Information Officer
GRAHAM GRANT	11 Front Street Corbridge Northumberland NE45 5AP	Medical Practitioner
PETER W JOWETT	28 Westfield Drive Gosforth Newcastle upon Tyne NE3 4XY	Chartered Accountant
MARI T P LYNN	29 Graham Park Road Gosforth Newcastle upon Tyne NE3 4BH	SRN PA/Secretary
JAMES E SCOTT	10 Larchlea Darras Hall Newcastle upon Tyne NE20 9LG	Accountant
ROGER C SPOOR	5 Graham Park Road Gosforth Newcastle upon Tyne NE3 4BH	Chartered Accountant

Dated this 13th day of December 1983

Witness to the above signatures:-

DONALD M DEMPSEY

19 Carham Close

Gosforth

Newcastle upon Tyne

NE3 5DX

Chief Executive.

Companies Acts 1985 to 2006

Company limited by guarantee

MEMORANDUM OF ASSOCIATION

of

Disability North

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

Date

Companies Acts 1985 to 2006

Company limited by guarantee

ARTICLES OF ASSOCIATION OF DISABILITY NORTH

1. Objects

1.1 The **Objects of the **Charity** are:**

- (1) to promote the relief of disabled people and in particular their integration into society, operating within the north of England;
- (2) to provide disabled people with the support they require by addressing the disadvantage or restriction of activity caused by social attributes and environmental barriers (in the Articles the words disabled people include people who have a physical, sensory or mental impairment); and
- (3) to promote and support research and survey in social welfare issues related to disabled people and to publish the results of such research.

1.2 This provision may be amended by **special resolution but only with the prior written consent of the **Commission**.**

2. Powers

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

- 2.1 to provide advice or information;
- 2.2 to carry out research;
- 2.3 to co-operate with other bodies;

- 2.5 to support, administer or set up other charities;
- 2.5 to accept gifts and to raise funds (but not by means of **taxable trading**);
- 2.6 to borrow money;
- 2.7 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);
- 2.8 to acquire or hire property of any kind;
- 2.9 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.10 to set aside funds for special purposes or as reserves against future expenditure;
- 2.11 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.12 to delegate the management of investments to a financial expert, but only on terms that:
 - (1) the investment policy is set down **in writing** for the financial expert by the Trustees;
 - (2) timely reports of all transactions are provided to the Trustees;
 - (3) the performance of the investments is reviewed regularly with the Trustees;
 - (4) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (5) the investment policy and the delegation arrangement are reviewed at least once a year;

- (6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - (7) the financial expert must not do anything outside the powers of the Charity;
- 2.13 to arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.14 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required;
- 2.15 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.16 subject to **Article 6.3**, to employ paid or unpaid agents, staff or advisers;
- 2.17 to enter into contracts to provide services to or on behalf of other bodies;
- 2.18 to establish or acquire subsidiary companies;
- 2.19 to do anything else within the law which promotes or helps to promote the Objects.

3. The Trustees

- 3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.

- 3.2 The subscribers to the **Memorandum** (being the first **Members**) are also the first Trustees. Subsequent Trustees are elected by the Members or co-opted by the Trustees.
- 3.3 The Trustees when complete consist of at least three and not more than ten individuals over the age of 18, all of whom must support the Objects.
- 3.4 A Trustee may not act as a Trustee unless he/she
- (1) is a Member; and
 - (2) has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 3.5 One third (or the number nearest one third) of the Trustees must retire at each **AGM**, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 3.6 A retiring Trustee who is eligible under Article 3.3 may be reappointed.
- 3.7 A Trustee's term of office as such automatically terminates if he/she:
- (1) is disqualified under the Charities Act from acting as a charity trustee;
 - (2) is incapable, whether mentally or physically, of managing his/her own affairs;
 - (3) is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - (4) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
 - (5) is removed by the Members at a general meeting under the Companies Act.
- 3.8 The Trustees may at any time co-opt any individual who is eligible under Article 3.3 as a Trustee to fill a vacancy in their number or (subject to the

maximum number permitted by Article 3.3) as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.

- 3.9 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.

4. Trustees' proceedings

- 4.1 The Trustees must hold at least six meetings each year.
- 4.2 A quorum at a meeting of the Trustees is three Trustees.
- 4.3 A meeting of the Trustees may be held either in person or by suitable **electronic means** agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 4.4 The **Chair** or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution **in writing** agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. Trustees' powers

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

- 5.1 To appoint (and remove) any person (who may be a Trustee) to act as **Secretary** in accordance with the **Companies Act**.
- 5.2 To appoint a Chair, a Treasurer and other honorary officers from among their number.
- 5.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 5.4 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.
- 5.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 5.6 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 5.7 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 5.8 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to the Members.

6. Benefits and Conflicts

- 6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:

- (1) Members who are not Trustees or **Connected Persons** may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; and,

Subject to compliance with Article 6.4:

- (2) Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other **Beneficiaries**.

6.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:

- (1) as mentioned in Articles 6.1 or 6.3;
- (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (3) the benefit of **indemnity insurance** as permitted by the Charities Act;
- (4) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (5) in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).

6.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 6.2(5), but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:

- (1) the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - (2) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and
 - (3) maximum of two Trustees are subject to such a contract in any financial year.
- 6.4 Subject to Clause 6.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:
- (1) declare the nature and extent of his or her interest before discussion begins on the matter;
 - (2) withdraw from the meeting for that item after providing any information requested by the Trustees;
 - (3) not be counted in the quorum for that part of the meeting; and
 - (4) be absent during the vote and have no vote on the matter.
- 6.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- (1) continue to participate in discussions leading to the making of a decision and/or to vote, or
 - (2) disclose to a third party information confidential to the Charity, or

- (3) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity or
- (4) refrain from taking any step required to remove the conflict.

6.6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

7. Records and Accounts

7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

7.2 The Trustees must also keep records of:

- (1) all proceedings at meetings of the Trustees;
- (2) all resolutions in writing;
- (3) all reports of committees; and
- (4) all professional advice obtained.

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

- 7.4 A copy of the Charity's **constitution** and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

8. Membership

- 8.1 The Charity must maintain a register of Members.
- 8.2 The subscribers to the Memorandum are the first Members.
- 8.3 **Membership** is open to any person interested in furthering the Objects and approved by the Trustees.
- 8.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 8.5 Membership is not transferable.
- 8.6 The Trustees may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

9. General Meetings

- 9.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Secretary before the commencement of the meeting).
- 9.2 General meetings are called on at least 14 and not more than 28 **clear days'** written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.

- 9.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least two.
- 9.4 The chair at a general meeting is elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.
- 9.6 Every Member present in person or by proxy has one vote on each issue.
- 9.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 9.7 The Charity must hold an **AGM** in every year.
- 9.8 Members must annually at the AGM:
- (1) receive the accounts of the Charity for the previous **financial year**;
 - (2) receive a written report on the Charity's activities;
 - (3) be informed of the retirement of those Trustees who wish to retire [or who are retiring by rotation];
 - (4) elect Trustees to fill the vacancies arising;
 - (5) appoint reporting accountants or auditors for the Charity;
- 9.9 Members may also from time to time
- (1) confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity; and
 - (2) determine any issues of policy or deal with any other business put before them by the Trustees.

9.10 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

9.11 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

10. Limited Liability

The liability of Members is limited.

11. Guarantee

Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

- 11.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
- 11.2 payment of the costs, charges and expenses of winding up; and
- 11.3 the adjustment of rights of contributors among themselves.

12. Communications

12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- (1) by hand;
- (2) by post;

- (3) by suitable electronic means; or
- (4) through publication in the Charity's newsletter or on the Charity's website.

12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the register of Members.

12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (1) 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
- (2) two clear days after being sent by first class post to that address;
- (3) three clear days after being sent by second class or overseas post to that address;
- (4) immediately on being handed to the recipient personally;
or, if earlier,
- (5) as soon as the recipient acknowledges actual receipt.

12.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. Dissolution

13.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (2) directly for the Objects or for charitable purposes which are within or similar to the Objects;

- (3) in such other manner consistent with charitable status as the Commission approves in writing in advance.

- 13.2 A final report and statement of account must be sent to the Commission.
- 13.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

14. Interpretation

- 14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

- 14.2 In the Articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting of the Charity;

‘the Articles’ means the Charity’s Articles of Association and ‘Article’ refers to a particular Article;

‘Beneficiaries’ means the beneficiaries of the Charity as defined in Article 1;

‘Chair’ means the chair of the Trustees;

‘the Charity’ means the company governed by the Articles;

‘the Charities Act’ means the Charities Acts 1992 to 2006;

‘charity trustee’ has the meaning prescribed by the Charities Act;

‘clear day’ does not include the day on which notice is given or the day of the meeting or other event;

‘the Commission’ means the Charity Commission for England and Wales or any body which replaces it;

‘the Companies Act’ means the Companies Acts 1985 to 2006;

‘Conflicted Trustee’ means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

‘Connected Person’ means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights;

‘constitution’ means the Memorandum and the Articles and any special resolutions relating to them;

‘custodian’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘electronic means’ refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

‘financial expert’ means an individual, company or **firm** who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘financial year’ means the Charity’s financial year;

‘firm’ includes a limited liability partnership;

‘indemnity insurance’ has the meaning prescribed by the Charities Act means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

‘material benefit’ means a benefit, direct or indirect, which may not be financial but has a monetary value;

‘Member’ and ‘Membership’ refer to company Membership of the Charity;

‘Memorandum’ means the Charity’s Memorandum of Association;

‘month’ means calendar month;

‘nominee company’ means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

‘ordinary resolution’ means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, ‘Members’ in this definition means a class of Members;

‘the Objects’ means the Objects of the Charity as defined in Article 1;

‘Resolution in writing’ means a written resolution of the Trustees;

‘Secretary’ means a company secretary;

‘special resolution’ means a resolution of which at least 14 days’ notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, ‘Members’ in this definition means a class of Members;

‘taxable trading’ means carrying on 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 Charity and **‘Trustees’** means the directors but where a Trustee is a corporate body ‘Trustee’ includes where appropriate the named representative of the Trustee;

‘written’ or **‘in writing’** refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

‘written resolution’ refers to an ordinary or a special resolution which is in writing;

‘year’ means calendar year.

- 14.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 14.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.