

Company number: 01806414

**Written resolution of
Charity Projects ("the Charity")**

Circulated 16.9.19

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Trustees of the Charity propose that the following resolution is passed as a special resolution:

Special Resolution

THAT the draft Articles of Association attached to this resolution be and are hereby approved and adopted as the Articles of Association of the Charity in substitution for and to the exclusion of the existing Articles of Association of the Charity.

The undersigned, a person entitled to vote on the resolution above, hereby irrevocably agrees to the resolution.

Signed: 

Name: SAUL KLEIN

Date: 17.9.19

1. If you agree with the Resolution, please indicate your agreement by:

Hand: by delivering the signed and dated resolution to Sarah Kucera (Board Secretary) at the September 2019 Trustee Board Meeting;

Email: by replying to the email to which this resolution is attached to s.kucera@comicrorelief.com either with a scanned and signed copy of the resolution or using the following wording or other words to the same effect:

I, a person entitled to vote on the resolution circulated to trustees by Sarah Kucera on 16.9.19, irrevocably agree to the resolution.

Name:

2. If you do not agree to the Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the resolution, you may not revoke your agreement.
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THURSDAY



LD6 26/09/2019 #111
COMPANIES HOUSE

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Signed. 

Name. RICHARD CURTIS

Date: 17-9-19 ...

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Name: RICHARD CURTIS

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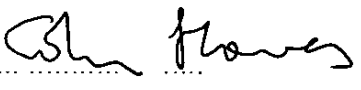
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Signed:  _____
Name: COLIN HOWES
Date: 17.9.2019

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Signed: 

Name: ALEX REID

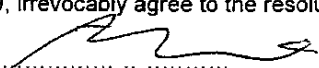
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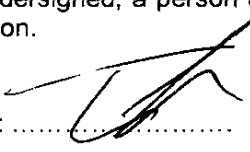
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Signed: 

Name: TIM DAVIE

Date: 17.9.19

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Signed: 
Name: MATT HYDE
Date: 17/9/19

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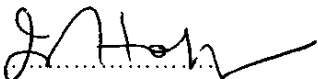
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Signed: 

Name: JENNY HODGSON

Date: 17th Sept 2019

1. If you agree with the Resolution, please indicate your agreement by:

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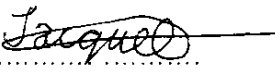
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Signed: 
JACQUELINE
Name: ONALO

Date: 17 SEPTEMBER 2019

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APPENDIX 1

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Signed: 
Name: TRISTIA HARRISON
Date: 17.9.19

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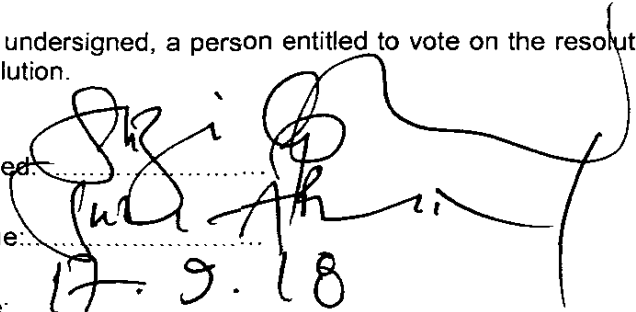
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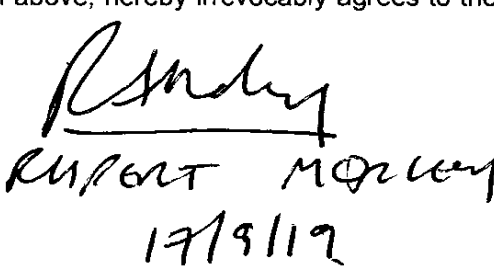
The undersigned, a person entitled to vote on the resolution above, hereby irrevocably agrees to the resolution.

Signed:

Name:

Date:


17.9.18


RUPERT MORLEY
17/9/19

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Signed:

Name:Harry Cayton.....

17 September 2019

Date:

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Date these Articles adopted: 17 September 2019

THE COMPANIES ACTS 1985 AND 2006

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

**ARTICLES OF ASSOCIATION
of
CHARITY PROJECTS**

Incorporated the 5th day of April 1984

THE COMPANIES ACTS 1985 AND 2006

**Company Limited by Guarantee
and not having a Share Capital**

**ARTICLES OF ASSOCIATION
Of
CHARITY PROJECTS**

Adopted 17 September 2019

1 NAME

The company's name is 'CHARITY PROJECTS' (the "**Company**").

2 INTERPRETATION

2.1 In these Articles, unless the context indicates another meaning:

'the 2006 Act'	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
'Annual Retirement Meeting'	Has the meaning given in Article 16.3;
'the Charities Acts'	means the Charities Acts 1992 to 2011, including any statutory modification or re-enactment thereof for the time being in force;
'the Companies Acts'	means the Companies Act 1985 and the Companies Act 2006, including any statutory modification or re-enactment thereof for the time being in force;
'connected person'	has the definition set out in section 188 of the Charities Act 2011;
'electronic form'	means a document sent or supplied by electronic means (for example, by email or fax) or by any other means while in an electronic form (for example, sending a disk by post);
'the Seal'	means the Common seal of the Company;
'Secretary'	means any person appointed to perform the duties of the Secretary of the Company;

'Trustees' means the directors of the Company from time to time; and

'the United Kingdom' means Great Britain and Northern Ireland.

- 2.2 Throughout these Articles of Association 'charitable' means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with any statutory provision regarding the meaning of the word 'charitable' or the words 'charitable purposes' in force in any part of the United Kingdom. For the avoidance of doubt, the system of law governing the constitution of the Company is the law of England and Wales.
- 2.3 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.
- 2.4 Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Companies Acts or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

3 OBJECTS

- 3.1 The objects for which the Company is registered are insofar as such objects are charitable:
- 1.1. the relief of poverty;
 - 1.2. the advancement of education by means of the encouragement of the arts for the public benefit;
 - 1.3. the provision of facilities for recreation or other leisure time occupations in the interests of social welfare provided that such facilities are for the public benefit; and
 - 1.4. the promotion of any other charitable purpose for the benefit of the public.

Such objects shall be separate and individual and not limited by reference to each other.

4 POWERS

- 4.1 In furtherance of these objects but not further or otherwise the Company shall have the following powers;
- 4.1.1 to establish, promote, assist financially or otherwise, lend to, co-operate or federate with, affiliate or become affiliated to, act as trustees or agents for, manage, transfer property, liabilities or any authorised activity of the Company to and otherwise deal with charitable companies, societies and other associations with charitable objects similar to those of the Company;
 - 4.1.2 to co-operate with manufacturers, dealers, traders, the press and other sources of publicity for the purpose of promoting the objects of the Company;
 - 4.1.3 to present, promote, organise, provide, manage and produce such plays, ballets, operas, operettas, concerts, films, radio broadcasts, television performances, lectures and other literary, musical, dramatic

and artistic entertainments, performances and exhibitions, as are conducive to the attainment of the Company's objects and to formulate, prepare and establish schemes therefore;

- 4.1.4 to purchase, acquire and obtain interests in any intellectual property, and particularly the copyright of or the right to perform, publish or show any material which can be used or adapted for the objects of the Company;
- 4.1.5 to enter into agreements and engagements with authors, actors, dancers, musicians, producers, lecturers, teachers, artists, composers, sportspersons and other persons and retain advisers by salaries or fees;
- 4.1.6 to procure to be written and print, publish, issue, circulate or otherwise disseminate gratuitously or otherwise, reports and periodicals, books, pamphlets, leaflets and other literature;
- 4.1.7 to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise, provided that the Company shall not undertake any permanent trading activity in raising funds for its primary objects;
- 4.1.8 to take and accept any gifts of property of any description, whether subject to any special trusts or not, for the purposes of the Company;
- 4.1.9 to undertake and execute any charitable trusts;
- 4.1.10 to purchase, acquire or undertake all or any of the property, liabilities and engagements of such charitable organisations and institutions with which the Company may co-operate or federate;
- 4.1.11 to purchase, lease, hire or otherwise acquire and to sell, let, mortgage, dispose of, turn to account and subject to such consents as may be required by law from time to time otherwise deal with real and personal property, and any rights or privileges which may be thought expedient to promote the objects of the Company, and to maintain, construct, alter, pull down and convert buildings for the purposes of the Company;
- 4.1.12 subject to such consents as may be required by law from time to time and subject as hereinafter provided, to borrow or raise money, and to execute and issue security as the Company shall think fit, including mortgages, charges or securities over the whole or any part of its assets, present or future;
- 4.1.13 to lend money and give credit to, and to take security for such loans or credit;
- 4.1.14 to draw, accept, endorse, issue or execute promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable or mercantile instruments for the purpose of or in connection with the objects of the Company;
- 4.1.15 to invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, but so that the Company shall have no power to grant loans by way of investment otherwise than at a commercial rate of interest and upon security bearing at least the full value of the loan;

- 4.1.16 to employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may employ a Trustee only to the extent it is permitted to do so by Article 18 and provided it complies with the conditions of that Article;
- 4.1.17 to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as trustees of the Company;
- 4.1.18 to delegate the management of investments to a financial expert, but only on terms that:
- (i) the investment policy is set down in writing for the financial expert by the Trustees;
 - (ii) every transaction is reported promptly to the Trustees;
 - (iii) the performance of the investments is reviewed regularly with the Trustees;
 - (iv) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (v) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (vi) 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
 - (vii) the financial expert must not do anything outside the powers of the Trustees; and
- 4.1.19 do all such other lawful things as shall further the attainment of the objects of the Company.

4.2 PROVIDED THAT:

- (a) in case the Company shall take or hold any property which may be subject to any trust, the Company shall only deal with or invest the same in such a manner as allowed by law, having regard to such trust;
- (b) the Company's objects shall not extend to the regulation of relations between employees or organisations of employees and employers or organisations of employers; and
- (c) in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company 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 Trustees and Members of the Company 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 have been if no incorporation had been effected and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Trustees and Members of the Company, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

5 MEMBERS

- 5.1 The Members of the Company in General Meeting may, subject to Article 5.3 below, admit to the membership of the Company such persons as they consider appropriate.
- 5.2 The rights and privileges of a Member shall not be transferable.
- 5.3 No person shall be admitted to be a Member unless he or she is prepared to assist to the best of his or her ability in the advancement of the main objects of the Company.
- 5.4 A Member of the Company shall (unless the Trustees resolve otherwise) cease to be a Member of the Company:
- (a) upon his or her giving notice in writing to the Company that he or she resigns his or her membership;
 - (b) upon a two-thirds majority of the Trustees giving him or her notice requiring him or her to resign his or her membership;
 - (c) (if an individual) upon his or her dying, becoming of unsound mind, or bankrupt, or his or her compounding with his or her creditors;
 - (d) (if a corporation) upon its having a winding up resolution passed or winding up petition presented or a receiver being appointed of any of its assets; or
 - (e) (in the case of a Member holding the office of Trustee) upon his or her vacation of his or her office as Trustee.

6 REGISTERS

- 6.1 The Trustees shall cause the following registers to be kept at the Registered Office of the Company;
- (a) a Register of Directors;
 - (b) a Register of Members.
- 6.2 The Trustees shall cause such Registers as are kept under the provisions of Article 6 hereof to be completed and made available for inspection in accordance with the provisions of the Companies Acts.

7 GENERAL MEETINGS

- 7.1 The Company may in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. The Annual General Meeting shall be held at such time and place as the Trustees shall appoint.

- 7.2 All General Meetings other than Annual General Meetings shall be called General Meetings.
- 7.3 The Trustees may, whenever they think fit, convene a General Meeting, and General Meetings shall also be convened on such requisitions, or, in default, may be convened by such requisitionists, as provided by Section 303 of the 2006 Act. If at any time there are not within the United Kingdom sufficient Trustees capable of acting to form a quorum, any Trustee or any two Members of the Company may convene a General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Trustees

8 NOTICE OF GENERAL MEETINGS

- 8.1 All General Meetings (including an Annual General Meeting) and a meeting called for the passing of a Special Resolution shall be called by fourteen days' notice in writing at least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Articles of the Company, entitled to receive such notice from the Company.

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed;

- (a) in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than ninety percent of the total voting rights at the meeting of all the Members.
- 8.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

9 PROCEEDINGS AT GENERAL MEETINGS

- 9.1 No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, the quorum for any General Meeting shall be the greater of (i) two Members present in person or by proxy or (ii) one quarter of the Members entitled to receive notice of and vote at that General Meeting present in person or by proxy.
- 9.2 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon 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 to such other day and at such other time and place as the Members may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.

- 9.3 The Chair, if any, of the Trustees shall preside as Chair at every General Meeting of the Company, or if there is no such Chair, or if he or she shall not be present within fifteen minutes after the time appointed to the holding of the meeting or is unwilling to act, the Trustees shall elect one of their number to be Chair of the meeting.
- 9.4 If at any meeting no Trustee is willing to act as Chair or if no Trustees are present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be Chair of the meeting.
- 9.5 The Chair 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. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 9.6 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 on the declaration of the result of the show of hands) demanded (a) by the Chair or (b) by at least two Members present in person or by proxy or (c) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting. Unless a poll be so demanded a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
- 9.7 Except as provided in Article 9.9 if a poll is duly demanded it shall be taken in such manner as the Chair directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 9.8 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
- 9.9 A poll demanded on the election of a Chair, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chair of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 9.10 Subject to the provisions of the 2006 Act, all Members for the time being entitled to vote on a resolution on the circulation date of the resolution shall be entitled to pass:
- (a) an ordinary resolution in writing signed by a simple majority of eligible Members; and

- Such written resolutions may comprise several copies to which one or more Members have signified their agreement by signature and which are received at the registered office or such other address (whether in electronic form or not) as shall be specified when the resolution is circulated. Such written resolutions shall (i) be valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held; and (ii) be recorded in the Company's books.

- ## 10 VOTES OF MEMBERS

- 10.1 Every Member shall have one vote.
- 10.2 On a poll votes may be given either personally or by proxy.
- 10.3 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his or her attorney duly authorised in writing, or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Member of the Company.
- 10.4 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than forty eight hours before the time 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.
- 10.5 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

9

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

11 CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

Any corporation which is a Member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he or she represent as that corporation could exercise if it were an individual Member of the Company.

12 TRUSTEES

- 12.1 Trustees shall subject to these Articles have the same powers and duties as if they were directors and for the purposes of the Companies Acts shall be the directors of the Company.
- 12.2 The number of Trustees shall not be less than two nor, until otherwise determined by the Company by ordinary resolution in General Meeting, more than thirty persons.
- 12.3 No person may act as a Trustee unless he or she is a Member.
- 12.4 No Trustee shall vacate his or her office as Trustee nor shall any person be ineligible for appointment or re-election as Trustee by reason only of his or her having attained any particular age.

13 BORROWING POWERS

The Trustees may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

14 POWERS AND DUTIES OF THE TRUSTEES

- 14.1 The business of the Company shall be managed by the Trustees who may exercise all such powers of the Company as are not, by the Companies Acts or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Companies Acts or these Articles and to such regulations, being not inconsistent with the Companies Acts or these Articles as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Trustees which would have been valid if that regulation had not been made. In particular the Trustees shall have power to make rules and bye-laws for regulating the use by Members and others of any property of the Company.
- 14.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the cause may be, in such manner as the Trustees shall from time to time by resolution determine.

- 14.3 The Trustees shall cause minutes to be made of all appointments of officers made by them, of the names of the Trustees present at each meeting of the Trustees and of any Committee of Trustees, and of all resolutions and proceedings at all meetings of the Company, and of the Trustees, and of Committees of Trustees and any such minutes if signed by the Chair of such meeting or by the Chair of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated.
- 14.4 The Trustees may act notwithstanding any vacancy but if the number of Trustees is less than the minimum prescribed herein they may only act as Trustees to admit persons to membership of the Company to fill vacancies in the Trustees or summon a General Meeting.

15 DISQUALIFICATION OF TRUSTEES

- 15.1 A person ceases to be a Trustee as soon as:
- (a) that person ceases to be a Trustee by virtue of any provision of the 2006 Act or is prohibited from being a trustee by law;
 - (b) that person is disqualified from acting as a Trustee by virtue of section 178 or an order made under section 181A of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);
 - (c) a bankruptcy order is made against that person;
 - (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (e) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
 - (f) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - (g) notification is received by the Company from the Trustee that the Trustee is resigning or retiring from office, and such resignation or retirement has taken effect in accordance with its terms;
 - (h) that person ceases to be a Member of the Company; or
 - (i) that person is removed from office by a resolution duly passed under section 168 of the 2006 Act (or any statutory re-enactment or modification of that provision).
- 15.2 The disqualification provisions of section 69 of the Charities and Trustee Investment (Scotland) Act 2005 (or any statutory re-enactment or modification of that provision) shall apply to the Trustees so far as they are applicable.

16 APPOINTMENT, ROTATION AND REMOVAL OF TRUSTEES

- 16.1 The Trustees shall have power at any time, and from time to time, to appoint any person willing to act to be a Trustee, either to fill a casual vacancy or as an addition to the existing Trustees, provided that the total number of Trustees shall not at any time exceed the number fixed in accordance with these Articles, and that person would not be disqualified from acting under the

provisions of Article 15, nor ineligible for reappointment under Articles 16.4, 16.5 or 16.6.

- 16.2 Subject to Articles 16.5 and 16.6, each Trustee shall retire at the end of the Annual Retirement Meeting occurring in the third calendar year following their appointment.
- 16.3 The Annual Retirement Meeting shall be the first Trustees meeting to occur after 31 August in each calendar year.
- 16.4 Retiring Trustees may be reappointed by a decision of the Trustees, provided that (subject to Article 16.5 and 16.6) a Trustee who has served for three consecutive terms of office may not be reappointed to serve any further terms of office. For this purpose, a term of office is the period between that Trustee's appointment, (whether original or following a re-appointment under the articles in force prior to 28 September 2016 or the articles adopted on 28 September 2016) and the next date on which that Trustee retires under Article 16.2 or ceases to be a Trustee as described in Article 15.
- 16.5 If a Trustee has served for three terms of office but for less than nine years since that Trustee's first term of office began, that Trustee may be reappointed for a fourth term of office lasting until the end of the first Annual Retirement Meeting after the ninth anniversary of the Trustee's first appointment.
- 16.6 Where a Trustee has served for 9 years or more as at the date of adoption of these Articles, such Trustee shall be deemed to retire at the end of the first Trustees' meeting to occur after the third anniversary of the date of adoption of these Articles and may not be reappointed.

17 PROCEEDINGS OF TRUSTEES

- 17.1 The Trustees may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit.
- 17.2 Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chair shall have a second or casting vote.
- 17.3 A Trustee may, and the Secretary on the requisition of a Trustee shall, at any time summon a meeting of the Trustees.
- 17.4 It shall not be necessary to give notice of a meeting of Trustees to any Trustees for the time being absent from the United Kingdom.
- 17.5 The quorum necessary for the transaction of the business of the Trustees shall be two or at least one quarter of the total number of Trustees whichever shall be the greater.
- 17.6 The Trustees may elect a chair of their meetings and determine the period for which he or she is to hold office ('Chair'); but if no such Chair is elected, or if at any meeting the Chair is not present within five minutes after the time appointed for holding the same, the Trustees present may choose one of their number to be chair of the meeting.
- 17.7 Any Trustee or member of a Committee of the Company may participate in a meeting of the Trustees or such Committee by means of conference telephone or other communications equipment which permits each participant to hear each of the other participants addressing the meeting and, if he or she wishes

to do so, to address all the other participants simultaneously. Participation in the meeting in this manner constitutes presence of the person at the meeting and entitles any Trustee or member of a Committee of the Company so present to vote and count in the quorum. Such a meeting shall be regarded as taking place where the largest number of the group of those participating is or, if there is no such largest number, where the chair is for that meeting.

- 17.8 A meeting of the Trustees at which a quorum is present, shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Trustees generally.
- 17.9 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 17.10 The Trustees may delegate any of their powers to committees consisting of such Trustees and others as they think fit (each a 'Committee'); any Committees so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Trustees. All acts and proceedings of such Committees shall be reported in due course to the full body of Trustees.
- 17.11 A Committee may elect a chair of its meetings; if no such chair is elected, or if at any meeting the chair is not present within ten minutes after the time appointed for holding the same, the members of the Committee present may choose one of their number to be chair of the meeting.
- 17.12 A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chair shall have a second or casting vote.
- 17.13 All acts done by any meeting of the Trustees or a Committee of Company, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Trustee or other member of the Committee, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee or Committee member.
- 17.14 A resolution approved by any means by a simple majority of all the Trustees and members of a Committee entitled to receive notice of a meeting of Trustees or of a Committee of the Company and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a Committee of the Company duly convened and held provided that the resolution has been sent in written or electronic form to all the Trustees and members so entitled.

The resolution in writing may comprise several documents each containing the text of the resolution to each of which one or more Trustees, and other members (as applicable) has signified their agreement.

18 DELEGATION

- 18.1 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or Committee.
- 18.2 Any delegation by the Trustees may be by such means, to such an extent, in relation to such matters or territories, and on such terms and conditions as they think fit.
- 18.3 The composition of any Committee shall be entirely in the discretion of the Trustees and may comprise such of their number as the resolution may

specify provided that any Committee must always have at least two Trustees as members.

18.4 The Trustees may revoke or alter a delegation.

18.5 In the case of delegation of the day to day management of the Company to a chief executive or manager or managers:

- (a) the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relations to such policy, strategy and budget;
- (b) the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
- (c) any manager must report regularly to the Trustees on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

19 BENEFITS AND CONFLICTS

19.1 The income and property of the Company shall be applied solely towards the promotion of the Objects, provided that nothing herein shall prevent any payment or provision of any financial benefit in good faith by the Company:

- (a) where the payment or benefit is reasonable and proper remuneration to any Member, officer or servant of the Company (not being a Trustee of the Company except in accordance with Article 18.3 (e)) for any services rendered to the Company; or
- (b) to a Trustee if the payment or benefit is permitted by this Article 18; or
- (c) where the payment or benefit is to any Trustee being a solicitor or other person engaged in any profession who shall be entitled to charge and be paid all usual professional or other charges for work done by him or her or his or her firm when instructed by the Trustees to act in a professional capacity on behalf of the Company.

19.2 None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Company. This does not prevent a Member who is not also a Trustee receiving:

- (a) a benefit from the Company in the capacity of a beneficiary of the Company; or
- (b) reasonable and proper remuneration for any goods or services supplied to the Company.

19.3 A Trustee or connected person may:

- (a) receive a benefit from the Company in the capacity of a beneficiary of the Company on the same terms as any other beneficiaries provided that the majority of Trustees do not benefit in this way;
- (b) receive interest on money lent to the Company at a reasonable and proper rate;
- (c) receive rent for premises let by the Trustee or connected person to the Company if the amount of the rent and the other terms of the lease are reasonable and proper;

- (d) take part in the normal trading and fundraising activities of the Company on the same terms as members of the public;
 - (e) enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Company where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011 (including any statutory modification or re-enactment thereof for the time being in force) and any other relevant statutory requirements; or
 - (f) receive other payments or benefits subject to the prior written consent of the Charity Commission or any other equivalent regulatory body as may be required.
- 19.4 A Trustee is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company.
- 19.5 A Trustee may benefit from trustee indemnity insurance cover purchased at the Company's expense in accordance with, and subject to the conditions in, section 185 of the Charities Act 2011 (including any statutory modification or re-enactment thereof for the time being in force) and any other relevant statutory requirements.
- 19.6 Subject to the requirements of section 177 of the Companies Act 2006 (including any statutory modification or re-enactment thereof for the time being in force) and any other relevant statutory requirements, a Trustee or connected person may provide the Company with goods that are not supplied in connection with services provided to the Company by the Trustee or connected person provided that:
- (a) the Trustees are satisfied that it is in the best interests of the Company to contract with the supplier;
 - (b) the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question and it is set out in an agreement in writing; and
 - (c) a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by this Article 18.6.
- 19.7 No Trustee or connected person may be employed by, receive any remuneration from or receive any other financial benefit from the Company except where permitted by this Article 18 or in accordance with any other relevant statutory requirements.
- 19.8 If a Trustee is in any way directly or indirectly interested in a subsisting or proposed transaction or arrangement with the Company then he must declare the nature and extent of that interest to the other directors and the provisions of sections 177 and 182 of the 2006 Act shall apply (or any statutory re-enactment or modification of those provisions).
- 19.9 A Trustee must not vote on any decision where that Trustee has, or could have, a direct or indirect interest that conflicts, or may conflict, with the interests of the Company. In the event that a Trustee does vote on such a matter, that vote shall not be counted. The Chair may require any Trustee with such a conflict either to leave the meeting during the item of business to which the conflict relates or not to participate in all or part of the discussion of the matter concerned.

- 19.10 In the event that a Trustee has, or could have, a direct or indirect interest that conflicts, or may conflict, with the interests of the Company the Trustees not so conflicted shall have the power to authorise such conflict, provided that the conflicted Trustee does not vote on such matter and is not counted when considering whether a quorum of Trustees is present at the meeting at which such matter is considered.
- 19.11 References in this Article 18 to the 'Company' shall be deemed to include references to a subsidiary or subsidiary undertaking (as defined in the Companies Acts) of the Company.

20 HONORARY TRUSTEES

- 20.1 The Trustees of the Company may from time to time appoint one or more individuals as Honorary Trustees, where the Trustees consider that the individual may be able to contribute to achieving the Company's objects.
- 20.2 The role of Honorary Trustees will be to provide voluntary advice and assistance to the Company from time to time if so requested by a Trustee or a member of the Company's management.
- 20.3 No Honorary Trustee shall be entitled to attend or vote at Trustee meetings or receive information from the Company. The Trustees may from time to time invite an Honorary Trustee to a meeting or decide to provide particular information to an Honorary Trustee.
- 20.4 No Honorary Trustee shall be (or shall hold himself or herself out to be) an officer, director, Trustee, Member or agent of the Company or have any authority to represent the Company or make any commitment on its behalf.
- 20.5 A person appointed as an Honorary Trustee will cease to be an Honorary Trustee:
- (a) in accordance with a letter of resignation sent to the Company;
 - (b) when the Trustees resolve that the appointment should end;
 - (c) automatically if the Honorary Trustee dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
 - (d) if appointed for a specified period, at the end of that period if the appointment has not already ended.

21 THE SECRETARY

The Secretary may be appointed by the Trustees for such term and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

22 THE SEAL

The Trustees shall provide for the safe custody of the Seal, which shall only be used by the authority of the Trustees or of a Committee of Trustees authorised by the Trustees in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary or by a second Trustee or by some other person appointed by the Trustees for the purpose.

23 ACCOUNTS

- 23.1 The Trustees shall cause proper books of account to be kept in accordance with the provisions of the Companies Acts with respect to:
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (b) the assets and liabilities of the Company; and
 - (c) all those matters required by the Companies Acts to be shown in the accounts of the Company.
- 23.2 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 the Company's affairs and to explain its transactions.
- 23.3 Once at least in every year the accounts of the Company shall be audited and the correctness of the balance sheet ascertained by a properly qualified auditor.
- 23.4 The books of account shall be kept at the registered office of the Company, or, subject to the Companies Acts at such other place or places as the Trustees think fit, and shall always be open to the inspection of the Trustees.
- 23.5 The Trustees shall from time to time determine whether and to what extent and what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Trustees, and no Member (not being a Trustee) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Trustees or by the Company in General Meeting subject nevertheless to the provisions of this Article 22.

24 AUDIT

Auditors shall be appointed and their duties regulated in accordance with the Companies Acts.

25 NOTICES

- 25.1 A notice may be given by the Company to any Member or Trustee:
- (a) personally;
 - (b) by sending it by post to him or her or to his or her registered address, of (if he or she has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him or her to the Company for the giving of notice to him or her. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the expiration of twenty four hours after the letter containing it is posted;
 - (c) in electronic form, by sending an email to his or her email address supplied by him or her to the Company for the giving of notice to him or her; or

- (d) by website communication (subject to his or her consent to this form of communication for the giving of notices), provided he or she is notified of the presence of information on the website either by email or postal notification.

25.2 Notice may be given by any Member or Trustee to the Company:

- (a) personally;
- (b) by sending it by post to the Company at its registered office or its principal place of business. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the expiration of twenty four hours after the letter containing it is posted; or
- (c) in electronic form, by sending an email to a current email address supplied by the Company to the Trustees and Members for the giving of notice.

25.3 Notice of every General Meeting shall be given to:

- (a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notice to them;
- (b) the auditor for the time being of the Company.

25.4 No other person shall be entitled to receive notices of General Meetings.

26 LIMITED LIABILITY

26.1 The liability of the Members is limited.

26.2 Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up during the time that he or she is a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he or she ceases 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 such amount as may be required not exceeding in the case of any Member the sum of one pound (£1).

27 DISSOLUTION

If upon the winding up or dissolution of the Company there remains after satisfaction of its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the Members but shall be given or transferred to some other charitable society, institution or organisation having objects similar to those of the Company and which shall be established for charitable purposes only 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 imposed on the Company by Article 18 hereof*, such society, institution or organisation to be determined by the Members of the Company at or before the time of dissolution and, if and so far that cannot be done, then to some charitable object.