

Company number: 01953344

COMPANIES ACT 2006
CERTIFICATE OF PASSING OF SPECIAL WRITTEN RESOLUTION
OF AUTISM.WEST MIDLANDS

PROPOSED AND PASSED ON 5 DECEMBER 2016

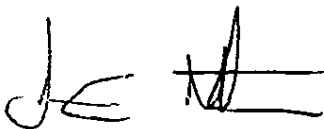
The following resolution was duly passed as special resolution on 5 December 2016 by way of special written resolution under chapter 2 of Part 13 of the Companies Act 2006

SPECIAL RESOLUTION

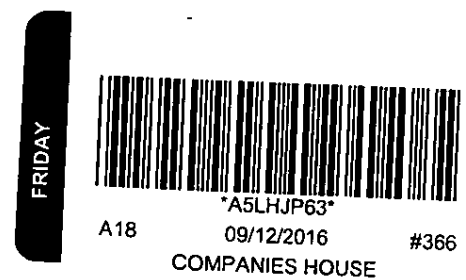
"That the Articles of Association contained in the document attached to this resolution be approved and adopted as the new Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association"

The approved Articles of Association are attached to this certificate

Signed



Chairman



The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association
of
autism.west midlands

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

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The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of autism.west midlands (the "Company")

INTERPRETATION

1. Defined terms

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

OBJECTS AND POWERS

2. Objects

The objects of the Company are for the public benefit to promote, maintain, improve and advance the education, development, health and welfare of people with autism and/or other related conditions.

3. Powers

To further its objects the Company may

- 3 1 provide facilities, services and resources of all kinds including education, health, housing, employment, welfare and care, information, advice and other support services,
- 3 2 provide information, guidance, advice, training and support to families and carers,
- 3 3 provide information, guidance, advice, training and support to professionals working with people affected by autism,
- 3 4 foster and undertake research into any aspect of the objects of the Company in its work and to disseminate the results of such research,
- 3.5 cause to be written and printed or otherwise reproduced and circulated or otherwise disseminated gratuitously or otherwise, periodicals, magazines, books, leaflets or other literature or films, videos, recorded tapes, computer-generated media or teaching schemes,
- 3 6 raise public awareness of autism and the needs of people with autism and how to support them,
- 3 7 provide and assist in the provision of money, materials or other help,
- 3 8 alone, or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other bodies and

institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake,

- 3 9 enter into contracts to provide services to or on behalf of other bodies,
- 3 10 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities,
- 3 11 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Company must comply as appropriate with the Charities Act 1993),
- 3 12 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Company must comply as appropriate with the Charities Act 1993 if it wishes to mortgage land);
- 3 13 set aside funds for special purposes or as reserves against future expenditure,
- 3 14 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property,
- 3 15 arrange for investments or other property of the Company to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert or Experts acting under their instructions and pay any reasonable fee required,
- 3.16 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3 17 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments,
- 3 18 accept (or disclaim) gifts of money and any other property,
- 3 19 raise funds by way of subscription, donation or otherwise,
- 3 20 trade in the course of carrying out the objects of the Company and carry on any other trade which is not expected to give rise to taxable profits,
- 3 21 incorporate and acquire subsidiary companies to carry on any trade,
- 3 22 subject to Article 4 (limitation on private benefits).
 - 3 22 1 engage and pay employees, consultants and professional or other advisers, and
 - 3.22 2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants,

- 3 23 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes,
- 3 24 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Company's objects),
- 3 25 undertake and execute charitable trusts,
- 3 26 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body,
- 3 27 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them,
- 3 28 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Company,
- 3 29 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 Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Company, and
- 3 30 do all such other lawful things as may further the Company's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in these Articles and no portion shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Company and no Trustee shall be appointed to any office of the Company paid by salary or fees, or except as hereinafter provided receive any remuneration or other benefit in money or money's worth from the Company provided that nothing herein shall prevent any payment in good faith by the Company

- 4 1 1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a Trustee of the Company) for any services rendered to the Company
- 4 2 of interest at a reasonable and proper rate on money lent by any Trustee,

- 4 3 of reasonable and proper rent for premises demised or let by any Trustee,
- 4 4 of reasonable out-of-pocket expenses to any Trustee;
- 4 5 of a benefit to a Trustee or a person Connected to a Trustee in his, her or its capacity as a beneficiary of the Company,
- 4 6 of a payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 6,
- 4 7 of any premium in respect of any indemnity insurance as permitted by Article 3 29

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for

- 5 1 payment of the Company's debts and liabilities contracted before he or she ceases to be a member,
- 5 2 payment of the costs, charges and expenses of winding up; and
- 5 3 adjustment of the rights of the contributories among themselves

6. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts, and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7. Trustees' general authority

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

8. Chair

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office

9. Trustees' powers to delegate

9 1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee

9 2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee

9.3 Any delegation by the Trustees may be

9 3 1 by such means,

9 3 2 to such an extent,

9 3 3 in relation to such matters or territories, and

9 3 4 on such terms and conditions,

as they think fit

9 4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated

9 5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions

9 6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine

10. Committees

10.1 In the case of delegation to committees

10 1 1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number),

10 1 2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify,

10 1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose,

- 10.1 4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit, and
- 10 1 5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees
- 10 2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees
- 11. Delegation of day to day management powers**

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

 - 11 1 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 relation to such policy, strategy and budget,
 - 11.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority, and
 - 11.3 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.
- 12. Advisory Panel**

The Trustees may constitute such advisory panel or panels as they think fit with the power to advise the Trustees in relation to the affairs of the Company The Trustees shall determine the composition, proceedings and remit of any such panel
- 13. Delegation of investment management**

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

 - 13 1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
 - 13 2 timely reports of all transactions are provided to the Trustees,
 - 13 3 the performance of the investments is reviewed regularly with the Trustees,
 - 13 4 the Trustees are entitled to cancel the delegation arrangement at any time,
 - 13 5 the investment policy and the delegation arrangements are reviewed regularly,
 - 13 6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance, and

- 13 7 the Financial Expert or Experts must not do anything outside the powers of the Trustees

14. Rules

The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of the Company and its affairs including (without limitation) how the Trustees make decisions and how such rules are to be recorded and communicated to the Trustees. Rules made under this Article must not be inconsistent with the Companies Acts, the Articles or any rule of law

15. Power to change the name of the Company

The Trustees may change the name of the Company at any time by a majority decision of at least three-quarters of the Trustees, present and voting at a meeting of the Trustees

DECISION-MAKING BY TRUSTEES

16. Trustees to take decisions collectively

Any decision of the Trustees must be either

- 16 1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting, or
- 16 2 a unanimous decision taken in accordance with Article 22

17. Calling a Trustees' meeting

- 17 1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting
- 17 2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either
- 17 2 1 all the Trustees agree, or
- 17 2 2 urgent circumstances require shorter notice
- 17 3 Notice of Trustees' meetings must be given to each Trustee
- 17 4 Every notice calling a Trustees' meeting must specify
- 17 4 1 the place, day and time of the meeting,
- 17 4 2 the general nature of the business to be considered at such meeting, and
- 17 4 3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 17 5 Notice of Trustees' meetings need not be in Writing

17 6 Article 37 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose

18. Participation in Trustees' meetings

18 1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when

18 1 1 the meeting has been called and takes place in accordance with the Articles, and

18 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

18 2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other

18 3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

19. Quorum for Trustees' meetings

19 1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

19 2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than three, and unless otherwise fixed it is three or one-third of the total number of Trustees, whichever is the greater

19 3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision

19 3 1 to appoint further Trustees; or

19 3 2 to call a general meeting so as to enable the members to appoint further Trustees

20. Chairing of Trustees' meetings

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

21. Casting vote

21 1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have

21 2 Article 21 1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes

22. Unanimous decisions without a meeting

- 22.1 A decision is taken in accordance with this Article when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter
- 22.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing
- 22.3 A decision which is made in accordance with this Article shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 22.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees or a person employed by the charity,
 - 22.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article,
 - 22.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval, and
 - 22.3.4 the Recipient must prepare a minute of the decision in accordance with Article 41 (Minutes)

23. Trustee interests and management of conflicts of interest

Declaration of interests

- 23.1 Unless Article 23.2 applies, a Trustee must declare the nature and extent of
- 23.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company, and
 - 23.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company
- 23.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware

Participation in decision-making

- 23.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's

interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process

- 23 4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless

23 4 1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than

- (a) any benefit received in his, her or its capacity as a beneficiary of the Company (as permitted under Article 4 5) and which is available generally to the beneficiaries of the Company,
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.29,
- (c) payment under the indemnity set out at Article 6; and
- (d) reimbursement of expenses in accordance with Article 4 4, or

23 4 2 a majority of the other Trustees participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 23 5

- 23 5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article he or she must

23 5 1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate,

23 5 2 not be counted in the quorum for that part of the process, and

23 5 3 withdraw during the vote and have no vote on the matter

Continuing duties to the Company

- 23 6 Where a Trustee or person Connected with him or her has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict

23 6.1 the Trustee shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her, and

23 6 2 the Trustee shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position

24. Register of Trustees' interests

The Trustees must cause a register of Trustees' interests to be kept

25. Validity of Trustee actions

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

26. Disputes

If a dispute arises between Trustees of the charity about the validity or propriety of anything done by the Trustees of the charity under these articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation

APPOINTMENT AND RETIREMENT OF TRUSTEES

27. Number of Trustees

There shall be at least three and not more than twelve Trustees

28. Appointment of Trustees

28 1 Any person may be appointed to be a Trustee by a decision of the Trustees provided that

28 1.1 the person is willing to act as a Trustee,

28 1 2 the person would not be disqualified from acting under the provisions of Article 29

Terms of office

28 2 Trustees will be subject to defined terms of office as determined by the Board of Trustees using the power to make rules under Article 14 For the avoidance of Doubt, the Chair is subject to the same terms of office.

Minimum age

28 3 No person may be appointed as a Trustee unless he or she has reached the age of 21 years

General

28 4 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees

29. Disqualification and removal of Trustees

A Trustee shall cease to hold office if

- 29.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law,
- 29.2 he or she ceases to be a member of the Company,
- 29.3 he or she is disqualified under the Charities Act 1993 from acting as a trustee of a charity,
- 29.4 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy,
- 29.5 a composition is made with his or her creditors generally in satisfaction of his or her debts;
- 29.6 he or she is named on the children's barred list maintained under the Safeguarding Vulnerable Groups Act 2006,
- 29.7 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 29.8 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect),
- 29.9 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason, or
- 29.10 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

30. Becoming a member

- 30.1 The Trustees from time to time shall be the only members of the Company
- 30.2 A Trustee shall become a member on becoming a Trustee

31. Termination of membership

- 31.1 A member shall cease to be a member, if he or she ceases to be a Trustee
- 31.2 Membership is not transferable and shall cease on death

32. Categories of Membership

- 32.1 subject to article 31.2 the Trustees may establish such different categories of membership as they think fit. The trustees may, at their discretion, impose different subscriptions and confer different benefits on different membership categories and may, at their discretion, alter such benefits and subscriptions at any time
- 32.2 The Trustees may not create different classes of members with different rights within the meaning of those parts of the Companies Acts which deal with class rights

ORGANISATION OF GENERAL MEETINGS

33. General meetings

- 33.1 The Trustees may call a general meeting of the members at any time
- 33.2 The Trustees must call a general meeting if required to do so by the members under the Companies Acts

34. Length of notice

All general meetings must be called by either

- 34.1 at least 14 clear days notice or
- 34.2 shorter notice if it is agreed by a majority in number of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members

35. Contents of notice

- 35.1 Every notice calling for a general meeting must specify the place, day and time of the meeting and the general nature of the business to be transacted
- 35.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution
- 35.3 In every notice calling a meeting of the charity there must appear reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a meeting of the charity
- 35.4 If the charity gives an electronic address in a notice calling a meeting, it will be deemed to have agreed that any Document or information relating to proceedings at

the meeting may be sent by Electronic means to that Address (subject to any conditions or limitations specified in the notice)

36. Written resolutions

General

- 36 1 Subject to this Article 35 a written resolution agreed by
- 36.1 1 members representing a simple majority, or
- 36.1 2 (in the case of a special resolution) members representing not less than 75%,
of the total voting rights of eligible members shall be effective
- 36.2 On a written resolution each member shall have one vote
- 36 3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution
- 36 4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution

Circulation

- 36 5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse
- 36 6 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution
- 36 7 The required majority of eligible members must signify their agreement to the written resolution within the period of 35 days beginning with the Circulation Date
- 36 8 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts

Signifying agreement

- 36 9 A member signifies his or her agreement to a proposed written resolution when the Company receives from him or her (or from someone acting on his or her behalf) an authenticated Document
- 36.9 1 identifying the resolution to which it relates, and
- 36 9 2 indicating the member's agreement to the resolution
- 36 10 For the purposes of Article 36 9:

36 10 1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it, and

36 10 2 a Document sent or supplied in Electronic Form is sufficiently authenticated if

(a) the identity of the sender is confirmed in a manner specified by the Company, or

(b) where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement

36 11 If the Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document)

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

37. Communications by the Company

Methods of communication

37 1 Subject to the Articles and the Companies Acts, any Document or information (including any notice) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation

37 1 1 in Hard Copy Form,

37 1 2 in Electronic Form, or

37 1.3 by making it available on a website

37 2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement)

37 3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being

Deemed delivery

- 37.4 A member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called
- 37.5 Where any Document or information is sent or supplied by the Company to the members:
- 37.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted,
- 37.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent,
- 37.5.3 where it is sent or supplied by means of a website, it is deemed to have been received
- (a) when the material was first made available on the website; or
- (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website
- 37.6 Subject to the Companies Acts, a Trustee or any other person may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours

Failed delivery

- 37.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable
- 37.7.1 if the Document or information has been sent to a member or Trustee and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's or Trustee's postal address as shown in the Company's register of members or Trustees, but may in its discretion choose to do so,
- 37.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any), and
- 37.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies

Exceptions

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

- 37 9 Notices of general meetings need not be sent to a member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a member for whom the Company does not have a current Address

38. Communications to the Company

The provisions of the Companies Acts shall apply to communications to the Company

39. Secretary

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

- 39 1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company, and
- 39 2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees

40. Irregularities

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

41. Minutes

The Trustees must cause minutes to be made

- 41 1 of all appointments of officers made by the Trustees,
- 41.2 of all resolutions of the Company and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting), and
- 41.3 of all proceedings at meetings of the Company and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,

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

42. Records and accounts

42 1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of

42 1 1 annual reports,

42 1 2 annual returns, and

42 1 3 annual statements of account

42 2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a member

43. Exclusion of model articles

43 1 The relevant model articles for a company limited by guarantee are hereby expressly excluded

WINDING UP

44. Winding up

43 1 If the charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the charity, but shall be given or transferred to some other charity or charities having objects similar to the objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the charity by Article 4, chosen by the members of the charity at or before the time of dissolution and if that cannot be done then to some other charitable object

SCHEDULE

INTERPRETATION

Defined terms

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

| | Term | Meaning |
|-----|---------------------------|---|
| 1 1 | “Address” | includes a number or address used for the purposes of sending or receiving documents by Electronic Means, |
| 1 2 | “Articles” | the Company’s articles of association, |
| 1 3 | “Chair” | has the meaning given in Article [8], |
| 1 4 | “Company” | means Autism West Midlands; |
| 1 5 | “Circulation Date” | in relation to a written resolution, has the meaning given to it in the Companies Acts; |
| 1 6 | “Clear Days” | in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect; |
| 1 7 | “Companies Acts” | the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company; |
| 1 8 | “Connected” | <p>any person falling within one of the following categories</p> <p>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, or</p> <p>(b) the spouse or civil partner of any person in (a), or</p> <p>(c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b), or</p> <p>(d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than</p> |

- 1% of the capital,
- 1 9 **“Document”** includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic Form,
- 1 10 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006,
- 1 11 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000,
- 1 12 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006,
- 1 13 **“Public Holiday”** means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
- 1 14 **“Secretary”** the secretary of the Company (if any),
- 1 15 **“Trustee”** a director of the Company, and includes any person occupying the position of director, by whatever name called, and
- 1 16 **“Writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company