

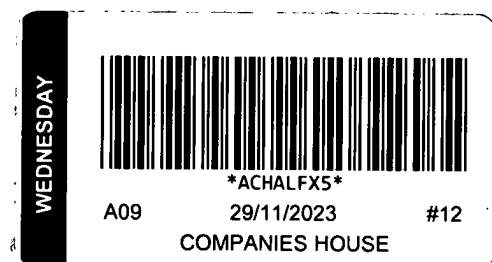
Acorns Children's Hospice Trust

Articles of Association

Adopted by a special resolution dated 14th November 2023

Company number 02036103

Charity number 700859



The Companies Acts 1985 to 2006

Company not having a Share Capital

Articles of Association

Adopted by a special resolution dated 14th November 2023

of

Acorns Children's Hospice Trust

1 Name

- 1.1 The name of the company is Acorns Children's Hospice Trust (**Charity**).

2 Registered office

- 2.1 The registered office of the Charity is in England and Wales.

3 Objects

- 3.1 The objects of the Charity (**Objects**) are to promote the relief of illness and suffering in such ways as the Charity shall from time to time think fit in particular in the Midland counties of England and adjacent areas and in particular (but without prejudice to the generality of the Objects):
- 3.1.1 By providing holistic palliative care services for Children and Young Persons who have a life-limiting or life-threatening condition.
 - 3.1.2 By providing support to the family of any Child or Young Person who has a life-limiting or life-threatening condition needed in consequence of the illness, infirmity, disability or death of any such Child or Young Person.

4 Powers

- 4.1 The Charity has the power to do anything within the law which may promote or may help to promote the Objects or any of them including (but without limitation) the power:
- 4.1.1 To conduct or promote or encourage research into the care and treatment of persons suffering from any chronic or terminal illness or from any other physical or mental infirmity, disability or disease and the care of families of such persons and to provide for the dissemination of the results of such research.
 - 4.1.2 To promote or encourage or assist the teaching or training of doctors, nurses, physiotherapists, social workers and other persons engaged in any branch of medicine, nursing or allied services and in the teaching or training of students in any branch of medicine, surgery, nursing or allied services.
 - 4.1.3 To provide or assist or encourage the provision of spiritual help and guidance to persons receiving support from the Charity and their families, including making available places premises for worship.

- 4.1.4 To acquire and provide medical equipment or supplies and to provide the same to any Person being treated or supported by the Charity whether gratuitously or otherwise.
- 4.1.5 To hold seminars, clinics, conferences, lectures, tours and courses.
- 4.1.6 To provide advice, information and practical help.
- 4.1.7 To publish or distribute information in any form.
- 4.1.8 To co-operate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies.
- 4.1.9 To support, administer or set up charities and to act as trustee of any charitable funds, endowments or trusts.
- 4.1.10 To affiliate with and where appropriate merge with any charity having similar objects to the Objects.
- 4.1.11 To raise funds. In so doing, the Charity must comply with any relevant statutory regulations and charity law requirements;
- 4.1.12 To borrow money, including entering into any derivative arrangement relating to that borrowing provided that the derivative arrangement is an integral part of managing the Charity's debt and not a speculative venture.
- 4.1.13 To give security for loans, grants and other obligations over the assets of the Charity (but only in accordance with the restrictions imposed by the Charities Act 2011).
- 4.1.14 To acquire, rent or hire property of any kind.
- 4.1.15 To alter, repair, maintain, furnish, equip any property held by the Charity and to carry out any works or development needed to any such property.
- 4.1.16 To sell, let, licence, mortgage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011).
- 4.1.17 To make grants or donations.
- 4.1.18 To make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company.
- 4.1.19 To set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a written policy on reserves.
- 4.1.20 To deposit or invest funds in any manner (but to invest only after taking such advice as the Trustees consider is reasonably necessary from such person as is reasonably believed by the Trustees to be qualified to give it by their ability in and practical experience of financial and other relevant matters).
- 4.1.21 To enter into any derivative arrangement in connection with any investment provided that the derivative arrangement is ancillary to the investment (being entered into in order to manage the risk and / or transaction costs associated with the investment) and is not a speculative venture.
- 4.1.22 To delegate the management of investments to any person provided that:

- (a) the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
- (b) the investment policy is set out in writing by the Trustees;
- (c) the performance of the investments is reviewed regularly with the Trustees;
- (d) the investment policy and the delegation arrangements are reviewed at least once a year;
- (e) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate; and
- (f) the delegate must not do anything outside the powers of the Trustees.

- 4.1.23 To arrange for the investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required.
- 4.1.24 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.1.25 To provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 4.1.26 Subject to Article 12, to employ paid or unpaid agents, staff or advisers.
- 4.1.27 Subject to Article 12, to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependents.
- 4.1.28 To enter into contracts to provide services to or on behalf of other bodies.
- 4.1.29 To establish, support, operate or acquire subsidiary companies.
- 4.1.30 To open and operate bank accounts and banking facilities.
- 4.1.31 To solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms.
- 4.1.32 To enter into any licence or sponsorship agreement.
- 4.1.33 To enter into any contract or agreement (including any finance lease).

5 Limited liability

- 5.1 The liability of the Members is limited.
- 5.2 Every Member of the Charity undertakes to contribute to the assets of the Charity in the event of the same being wound up while they are a Member or within one year after they cease to be a Member, for payment of the debts and liabilities of the Charity contracted before they ceased to be a Member and of the costs, charges and expenses of winding up

and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding One Pound.

6 Membership

- 6.1 The number of Members shall be not less than 12 and not more than 24.
- 6.2 The Charity must maintain a register of Members.
- 6.3 The Members are the persons who hold office as Trustees for the time being under these Articles and no person shall be admitted as a Member other than a Trustee. A person shall automatically cease to be a Member when they cease to be a Trustee and the Secretary shall at any time remove their name from the register of Members. No person may withdraw from membership except on ceasing to be a Trustee.
- 6.4 Membership of the Charity is not transferable.

7 General meetings

- 7.1 A general meeting may be called at any time by the Trustees and must be called in accordance with the terms of the Act within 21 days of a written request from the Members made in accordance with the provisions of the Act.
- 7.2 Members are entitled to attend general meetings either personally or by proxy. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed. 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.
- 7.3 The Trustees may call a general meeting to be held at such time and place as they shall determine, but may determine that such meeting shall be held only by electronic means or a combination of a physical and electronic meeting. "**Electronic**" includes any means which uses or is facilitated by electronic or similar communication or information technology.
- 7.4 Where a general meeting is to be held by Electronic means the following shall apply to such meeting. These rules shall also apply in respect of any meeting that is held partly by Electronic means:
 - 7.4.1 An Electronic meeting shall be held as determined by the Trustees, provided that all participants may communicate with all other participants (and may include telephone conference, video conference, live webcast, live interactive streaming or similar communication or information technology).
 - 7.4.2 The notice of the meeting shall state: any location at which a Member may attend the meeting physically in person (or that there is no location at which a Member may attend the meeting physically in person) and the Electronic or other means by which the meeting will be held and the means by which a Member may participate.
 - 7.4.3 The meeting need not be held in any particular place and may be held notwithstanding any number of those participating might not be together at the same place. Any reference to a "**place**" at which a general meeting or poll is to be held in these articles shall include physical, electronic, digital or virtual locations, web addresses, conference call telephone numbers or combination of them.
 - 7.4.4 Votes shall be permitted and cast by such electronic means as determined by the Trustees. Any reference to a vote on a "**show of hands**" in these articles shall

include any electronic means of voting and votes cast by that method shall be counted in determining the result of the show of hands.

7.4.5 A person shall be present or in attendance at such a meeting if they are in the location notified for the purpose of being present or attending physically in person, or if they are participating electronically in the meeting by the method set out in the notice calling the general meeting. Any reference to being "present" (including being present in person, by proxy or by authorised representative as the case may be) at, "attend" or "attending personally" a general meeting in these articles shall, except where otherwise stated, include those present or attending by electronic means.

7.5 There is a quorum at a general meeting if one-third of the total number of Members for the time being are present in person or by proxy.

7.6 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine provided that such adjourned meeting shall not be held until at least 7 days have elapsed since the date on which the general meeting was first held. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the Members present in person or by proxy shall be a quorum.

Chair

7.7 The Chair or (if the Chair is unable or unwilling to do so) the Vice-Chair shall preside as Chair at a general meeting. If neither the Chair or the Vice-Chair is able and willing to preside as Chair, the Trustees shall nominate one of their number present to preside as Chair at the general meeting in question. The Chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the Chair shall determine.

Voting

7.8 A resolution put to the vote of a meeting will be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded (a) by the Chair or (b) by at least two Members present in person or by proxy.

7.9 Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

7.10 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

7.11 A poll shall be taken as the Chair directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

7.12 A poll demanded on the election of a Chair or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either forthwith or at such time and place as the Chair directs not being more than 30 days after the poll is demanded. The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is

demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting will continue as if the demand had never been made.

- 7.13 In any case where a poll is not to be taken forthwith at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 7.14 On a show of hands or a poll every Member present in person or by proxy shall have one vote.
- 7.15 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chair of the meeting whose decision is final.

Proxy notices

- 7.16 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
 - 7.16.1 states the name and address of the Member appointing the proxy;
 - 7.16.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 7.16.3 is signed by or on behalf of the Member appointing the proxy or is authenticated in such manner as the Trustees may determine; and
 - 7.16.4 is delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 7.17 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 7.18 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 7.19 Unless a proxy notice indicates otherwise, it must be treated as:
 - 7.19.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 7.19.2 by appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as to the meeting itself.
- 7.20 A person who is entitled to speak, attend or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 7.21 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 7.22 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

- 7.23 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Written resolutions

- 7.24 A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document). A written resolution passed under this Article will lapse if not passed before the end of three calendar months beginning with the circulation date (as defined in section 290 of the Companies Act 2006).

Supporters

- 7.25 The Trustees may establish one or more categories of supporters of the Charity who are not Members of the Charity for the purposes of the Act and accordingly shall have no right to attend or vote on any matter at any general meeting of the Charity.
- 7.26 The Trustees may set out the rights and obligations of such supporters, which may include attending a meeting of supporters held by the Charity from time to time.

8 The Trustees

- 8.1 The Trustees are the charity trustees of the Charity and have control of the Charity and its property and funds.
- 8.2 The Board shall be composed of no fewer than 12 Trustees and no more than 24 Trustees. On appointment as a Trustee, a Trustee shall automatically become a Member of the Charity.
- 8.3 New Trustees shall be appointed in accordance with these Articles. The Trustees may from time to time at their discretion determine any criteria for appointment as a Trustee.
- 8.4 Every Trustee shall sign a written consent to become a Trustee and a Member.
- 8.5 No person shall take office as a Trustee:
- 8.5.1 unless they are a natural person, and not a body corporate;
 - 8.5.2 unless they are aged 18 or over;
 - 8.5.3 if they are employed by the Charity; or
 - 8.5.4 in circumstances such that, had they already been a Trustee, they would cease to hold office under the provisions of Article 8.9.

Term of office

- 8.6 Subject to Article 8.9, each Trustee whenever appointed shall hold office for a term of three years from the date of their last appointment as a Trustee provided that the Trustees may determine that a Trustee shall in fact retire at the end of a meeting of the Board of Trustees held within six months of the end of the Trustee's term of office.

Appointment of Trustees

- 8.7 The Trustees may by resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee.
- 8.8 The appointment of a Trustee must not cause the maximum number of Trustees to be exceeded.

Disqualification and removal of Trustees

- 8.9 A Trustee's term of office automatically terminates if:
- 8.9.1 they are disqualified under the Charities Act 2011 from acting as a charity trustee;
 - 8.9.2 a registered medical practitioner who is treating that person gives a written opinion to the Trustees stating that that person has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
 - 8.9.3 they are absent from two consecutive meetings of the Board without the consent of the Trustees and the Trustees resolve that the office is vacated;
 - 8.9.4 they are removed as a Trustee by the Members pursuant to the Act;
 - 8.9.5 they resign by written notice to the Trustees (but only if at least 12 Trustees will remain in office);
 - 8.9.6 they become bankrupt, have an interim receiving order made against them, make any arrangement or compounds with their creditors generally or apply to the Court for an interim order in respect of a voluntary arrangement;
 - 8.9.7 they are convicted of an offence and the Trustees shall resolve that it is undesirable in the interests of the Charity that they remain a Trustee of the Charity;
 - 8.9.8 they cease to be a Member of the Charity;
 - 8.9.9 they are included in any list of persons considered to be unsuitable to have access to Children and Young Persons (so far as it is lawful for any such list to be checked by the Charity in the case of any particular Trustee) and the Trustees resolve that the office be vacated;
 - 8.9.10 they are at any time considered to be unsuitable to have access to Children or Young Persons and the Trustees resolve that the office be vacated; or
 - 8.9.11 they are removed by unanimous resolution of the other Trustees.
- 8.10 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Board.

9 Proceedings of the Board

- 9.1 The Trustees must hold at least three meetings of the Board each year and subject to this minimum requirement, may hold as many meetings as deemed necessary. Any Trustee may call a meeting of the Board by giving notice of the meeting to the Trustees or by authorising the Secretary (if any) to give such notice provided that:
- 9.1.1 such notice must indicate the proposed date, time and location of the meeting and, 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;

- 9.1.2 such notice must be given to each Trustee, but need not be in writing; and
 - 9.1.3 such notice need not be given to Trustees who waive their entitlement to notice of that meeting by giving notice to that effect to the Charity not more than seven days after the date on which the meeting is held (and where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it).
- 9.2 The quorum necessary at a meeting of the Board shall be determined by the Board and unless and until otherwise determined shall be one-third of the total number of Trustees for the time being. If the total number of Trustees for the time being is less than the minimum number required by Article 8.2 or the quorum required, the continuing Trustees may act only for the purpose of filling vacancies or of calling a Members' meeting.
- 9.3 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Trustees in which all Trustees participating in the meeting may communicate with all the other participants. 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.
- 9.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present will preside as Chair at each meeting.
- 9.5 Every decision of the Trustees shall be by a simple majority of the votes cast at a meeting but a written resolution signed (or agreed to in writing) by all of the Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Board and would have formed a quorum at such a meeting is as valid as a resolution passed at a meeting (and for this purpose the resolution or agreement in writing may be contained in more than one document).
- 9.6 Every Trustee has one vote on each issue except for the Chair of the meeting, who in the event of an equality of votes has a second or casting vote (unless the Chair of the meeting is in accordance with these Articles not to be counted as participating in the decision-making process for quorum or voting purposes).
- 9.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

10 Powers of Trustees

- 10.1 The Trustees have the following powers in the administration of the Charity:
- 10.1.1 at their absolute discretion, to appoint (and remove) any person or corporate entity (who may also be a Trustee) to act as Secretary to the Charity in accordance with the Act;
 - 10.1.2 subject to Articles 10.2 and 10.3, to appoint a Chair and Vice-Chair from among their number for such term as they think fit provided that the term must not exceed the Trustee's current term of office as a Trustee;
 - 10.1.3 subject to Article 10.3, to appoint a Treasurer, Patron and other honorary offices;

- 10.1.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
 - 10.1.5 to make rules consistent with these Articles and the Act to govern the admission of members and proceedings at meetings of the Board and of committees;
 - 10.1.6 to make regulations consistent with these Articles and the Act to govern the administration of the Charity; and
 - 10.1.7 to exercise any powers of the Charity which are not reserved to a general meeting.
- 10.2 A person may only serve as Chair for a period of up to six consecutive years, unless agreed by a majority of Trustees to extend this period. For these purposes, any period of office held as Chair prior to the adoption of these Articles shall not be taken into account.
- 10.3 If a person holding office as Chair or Vice-Chair shall cease to be a Trustee, they shall automatically cease to hold office as Chair or Vice-Chair, as the case may be.

11 Delegation

- 11.1 Subject to these Articles, the Board may delegate any of the powers conferred on it by these Articles to such persons, by such means, to such an extent, in relation to such matters and on such terms of reference as the Trustees think fit and, if the Board so specifies, any such delegation may authorise future delegation of the Trustees' powers by any person to whom they are delegated.
- 11.2 The Board may also delegate to any committee consisting of two or more individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a resolution of the committee shall not be effective unless a majority of those present when it is passed are Trustees or it is ratified by the Board) provided that:
- 11.2.1 the Chair of any committee must be a Trustee;
 - 11.2.2 the majority of persons on any committee must be Trustees;
 - 11.2.3 all proceedings of every committee must be reported promptly to the Trustees; and
 - 11.2.4 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying).
- 11.3 The Board may at any time revoke any delegation in whole or part or alter its terms.

12 Benefits to Members and Trustees

- 12.1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee (either in his capacity as a Member or as a director and charity trustee of the Charity) except:
- 12.1.1 reasonable and proper premiums in respect of indemnity insurance provided to the Trustees in accordance with these Articles;

- 12.1.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred by the Trustees in the management and administration of the Charity;
 - 12.1.3 an indemnity provided to the Trustees in accordance with these Articles;
 - 12.1.4 payment to any company in which a Trustee has no more than a 1% shareholding; and
 - 12.1.5 other payments or benefits with the prior consent of the Commission
- provided that the Trustees must comply with the provisions of Articles 13, 14 and 15 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.
- 12.2 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee (either in their capacity as a Member or as a director and charity trustee of the Charity) except:
- 12.2.1 interest at a reasonable rate on money lent to the Charity;
 - 12.2.2 a reasonable rent or hiring fee for property let or hired to the Charity;
 - 12.2.3 any Benefit provided to a Trustee in their capacity as a beneficiary of the Charity; and
 - 12.2.4 in respect of the provision of goods or services in accordance with Article 12.4
- provided that the Trustees must comply with the provisions of Articles 13, 14 and 15 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.
- 12.3 For the avoidance of doubt, nothing in this Article 12 shall prevent the Charity, in furtherance of the Objects, from conferring a Benefit on another charity of which a Trustee is a charity trustee or member, provided that it does not confer any Benefit on that Trustee.
- 12.4 Any Trustee may enter into a written contract with the Charity to supply goods or services to the Charity in return for a Benefit but only if:
- 12.4.1 the goods or services are actually required by the Charity;
 - 12.4.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied;
 - 12.4.3 the Trustee has declared their Interest in accordance with Article 13 and the Trustees have complied with the procedure in Article 15;
 - 12.4.4 the proposed contract has been approved by the Board;
 - 12.4.5 no more than half of the Trustees are subject to or affected by such a contract in any financial year (and this provision will apply to a Trustee if this Article 13.4 applies to a person who is Connected to that Trustee);
 - 12.4.6 the services supplied are not services supplied by the Trustee in his/her capacity as a Trustee; and

12.4.7 the services supplied are not services supplied by the Trustee under a contract of employment

provided that the Trustees must comply with the provisions of Articles 13, 14 and 15 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

12.5 A Trustee or Member shall not receive a Benefit from any Subsidiary Company except in accordance with Articles 12.1 and 12.2 (which apply as if references to the Charity were references to the Subsidiary Company and references to the Articles were to the articles of association of the Subsidiary Company).

12.6 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee.

12.7 . No change to this Article 12 that is a regulated alteration for the purposes of section 198 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision) may be made without the prior written consent of the Commission.

13 Declaration of interests

13.1 Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which they (or any Connected Person) have in any proposed or existing transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest.

13.2 In the case of any proposed transaction or arrangement with the Charity in which a Trustee (or any Connected Person) is Interested, they must declare the nature and extent of the Interest to the Trustees before the Charity enters into the transaction or arrangement.

13.3 In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee (or any Connected Person) is Interested, they must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable.

13.4 Any declaration must be made in accordance with the provisions of the Act:

13.4.1 at a meeting of the Board; or

13.4.2 by notice in writing to the Trustees; or

13.4.3 by general notice to the Trustees.

13.5 A Trustee is not required to declare an Interest:

13.5.1 where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or

13.5.2 where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or

13.5.3 if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the Interest).

- 13.6 The Charity may maintain a register of all of the Interests declared by the Trustees in accordance with this Article. The Trustees may prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.

14 Conflicts of interest

- 14.1 Subject to Articles 14.2 and 15, a Trustee has a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which a Trustee has, or can have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity).
- 14.2 Pursuant to section 181(3) of the Companies Act 2006, the duty referred to in Article 14.1 does not apply to a Conflict of Interest arising in relation to any situation or matter or any transaction or arrangement between the Charity and any Trustee which is mentioned in Article 12.1 of these Articles.

15 Authorisation of conflicts of interest

- 15.1 The Trustees may authorise a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest provided that:
- 15.1.1 the Conflict of Interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by Article 12 of these Articles;
 - 15.1.2 the Trustees act in what they consider to be the best interests of the Charity; and
 - 15.1.3 the Trustees comply with the procedures set out in this Article 15.
- 15.2 Whenever the Trustees must decide whether to give the authorisation in accordance with Article 15.1 the Trustee concerned must:
- 15.2.1 declare the nature and extent of their Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins);
 - 15.2.2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;
 - 15.2.3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed;
 - 15.2.4 withdraw during the vote and have no vote on the authorisation for that part of the meeting; and
 - 15.2.5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustees).
- 15.3 The Trustees may also exclude the relevant Trustee from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.
- 15.4 In giving any authorisation in accordance with Article 15.1 in relation to any transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest and which will or may confer a Benefit on

that Trustee (or Connected Person), the Trustees must provide that the Trustee concerned will:

- 15.4.1 declare the nature and extent of their Interest at the beginning of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed (or, at the latest, before such discussion begins);
 - 15.4.2 withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
 - 15.4.3 not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed;
 - 15.4.4 withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting; and
 - 15.4.5 not sign any written resolution in relation to the relevant transaction or arrangement or situation or matter (except where required to do so to confirm a resolution of the other Trustees).
- 15.5 In giving the authorisation under Article 15.1 in relation to a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to a Trustee) has, or may have, a Conflict of Interest which will not confer a Benefit on that Trustee (or Connected Person), the Trustees may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustees must consider:
- 15.5.1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest;
 - 15.5.2 whether or not the Trustee should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
 - 15.5.3 whether or not the Trustee should be excluded from the receipt of information in relation to the relevant transaction, arrangement, situation or matter;
 - 15.5.4 whether or not the Trustee should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and
 - 15.5.5 whether or not the Trustee should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting.

16 Records and accounts

- 16.1 The Trustees must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 16.1.1 annual reports;
 - 16.1.2 annual returns; and

- 16.1.3 annual statements of account.
- 16.2 The Trustees must keep proper records of:
 - 16.2.1 all proceedings at general meetings;
 - 16.2.2 all proceedings at meetings of the Board (including a record of all unanimous or majority decisions taken by the Board for at least ten years from the date of the decision recorded);
 - 16.2.3 all reports of committees; and
 - 16.2.4 all professional advice obtained.
- 16.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.
- 16.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months of such request.
- 17 Notices**
 - 17.1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Trustees by hand, or by post or by suitable electronic means.
 - 17.2 A technical defect in the giving of notice of a meeting of which the Trustees are unaware at the time does not invalidate decisions taken at that meeting.
 - 17.3 The Charity may deliver a notice or other document to a Member by:
 - 17.3.1 delivering it personally to the Member;
 - 17.3.2 post or hand delivery to the Member's address shown in the register of Members;
 - 17.3.3 electronic mail to an address notified by the Member in writing; or
 - 17.3.4 by means of a website in accordance with Articles 17.4 and 17.5.
 - 17.4 Notices, resolutions, documents or information may be sent or supplied to Members by means of a website provided that a Member has consented to receive notices, resolutions, documents or information in that way. A Member will be deemed to have agreed to receive notices, resolutions, documents and information in this way where they have been asked individually by the Charity to agree to receive notices, resolutions, documents and information through a website and the Charity has not received a response within the period of 28 days beginning with the date on which the Charity's request was sent. A Member is not taken to have so agreed if the Charity's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made.
 - 17.5 Where any notice, resolution, document or other information is to be sent or supplied by means of a website, a Member shall be notified in accordance with Articles 17.3.1, 17.3.2 or 17.3.3 of:
 - 17.5.1 its presence on the website;

- 17.5.2 the address of the website;
- 17.5.3 the place on the website where it may be accessed; and
- 17.5.4 how to access it.
- 17.6 Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member when the notice, resolution, document or other information is first made available on the website or, if later, when the Member is deemed to have received the notification given under Article 17.5 in accordance with the relevant provisions of 17.7.
- 17.7 Subject to Article 17.6, any notice, resolution, document or other information sent or supplied to Members in accordance with these Articles is to be treated for all purposes as having been received:
 - 17.7.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 17.7.2 two clear days after being sent by first class post to that address;
 - 17.7.3 three clear days after being sent by second class or overseas post to that address;
 - 17.7.4 on being handed to the Member personally; or, if earlier
 - 17.7.5 as soon as the Member acknowledges actual receipt.

18 Indemnity

- 18.1 The Charity may indemnify any Trustee against any liability incurred by them in that capacity, to the extent permitted by the Act.

19 Dissolution

- 19.1 If upon the winding-up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Charity, and which shall prohibit the distribution of its or their income and property amongst its or their Members to an extent at least as great as is imposed on the Charity under Article 12 of these Articles, such institution or institutions to be determined by the Members of the Charity at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then to some other charitable object.

20 Model Articles

- 20.1 The model articles for private companies limited by guarantee contained in schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity.

21 Interpretation

- 21.1 In these Articles:

the Act: means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force

these Articles: means these articles of association

Benefit: means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth

Board: means the board of Trustees of the Charity

Chair: means the Chair of the Board appointed in accordance with Article 10.1.2

the Charity: means the company governed by these Articles

charity trustee: has the meaning prescribed by section 177 of the Charities Act 2011

Children and Young Persons: means children or young persons under the age of 19 or such other age as may be determined from time to time by the Trustees and 'Child' and 'Young Person' shall mean a child or young person under the age of 19 or such other age as may be determined from time to time by the Trustees.

clear day: means 24 hours from midnight following the relevant event

the Commission: means the Charity Commission for England and Wales

Conflict of Interest: means any Interest of a Trustee (or any person Connected to a Trustee) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties

Connected Person: means any person falling within one of the following categories:

- (a) any spouse or civil partner of a Trustee or a Member;
- (b) any parent, child, brother, sister, grandparent or grandchild of a Trustee or Member who is financially dependent on such Trustee or Member or on whom the Trustee or Member is financially dependent;
- (c) the spouse or civil partner of any person in (b);
- (d) any other person in a relationship with a Trustee or Member which may reasonably be regarded as equivalent to that of a spouse or civil partner; or
- (e) any company, LLP or partnership of which a Trustee or Member is a paid director, member, partner or employee or a holder of more than 1% of the share capital or capital; and

any person who is a Connected Person in relation to any Trustee or Member is referred to in these Articles as **Connected** to that Trustee or Member

Interest: means any direct or indirect interest (and includes any interest a Trustee or any person Connected to a Trustee may have as a consequence of any duty they may owe to any other person) and where a Trustee (or any person Connected to a Trustee) has any such interest in any matter or situation or transaction or arrangement the Trustee is **Interested** in it

Member and Membership refer to the members of the Charity for the purposes of, and as defined by, the Act and their membership of the Charity

Month: means calendar month

Persons - Any child or young person or member of their family

Secretary: means the secretary of the Charity or if no secretary has been appointed, the person to carry out the duties of the secretary of the Charity

Subsidiary Company: means any company in which the Charity holds:

- (a) more than 50% of the shares; or
- (b) more than 50% of the voting rights attached to the shares; or
- (c) the right to appoint one or more of the directors

Trustee: means each of the directors of the Charity under the Act (and **Trustees** means all of the directors)

written or in writing: refers to a legible document on paper (including a fax message) or in electronic form (including an e-mail)

year: means calendar year.

21.2 Expressions defined in the Act have the same meaning.

21.3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it.