

THE COMPANIES ACT 2006

WRITTEN RESOLUTION

- of -

**The BASW Trust
Company Number: 02214337**

COMPANY LIMITED BY GUARANTEE

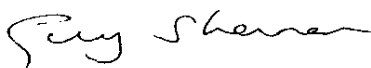
ADOPTION OF NEW ARTICLES OF ASSOCIATION

We the undersigned, being all the members of the Company who at the date of this resolution are entitled to attend and vote at general meetings of the Company, hereby unanimously resolve upon the following resolution and agree that it shall be as valid and effective as if it had been passed as a special resolution at a general meeting of the Company duly convened and held.

THAT the existing articles of association in their entirety be removed and substituted for the new articles of association attached to this resolution.

DATED: 16th May 2018

SIGNED:


Guy Shennan - Chair

TUESDAY



A20 *A76GXX55* 22/05/2018 #98
COMPANIES HOUSE

3

THE BASW TRUST

MINUTES of the meeting of The BASW Trust held on 16th May 2018 at Wellesley House, 37 Waterloo Street, Birmingham B2 5PP

Present: Guy Shennan – Chair
Fran Fuller
Jon Dudley
Hilary Tompsett
Stuart Warrender

1. To agree that new Articles be adopted and submitted to the Charities Commission and Companies House

It was resolved unanimously that the new Articles should be adopted subject to a change to 2.2 and 11.3 to include education & training and development of social workers.

2. To resolve a change of name

It was resolved unanimously that the name of The BASW Trust be changed to the BASW Foundation.

3. Any Other Business

There was no other business.



A20

22/05/2018
COMPANIES HOUSE

#97

The Companies Act 2006

Company Limited by Guarantee not having a Share Capital

ARTICLES OF ASSOCIATION
of
THE BASW TRUST

COMPANY NO. 02214337

Bates Wells & Braithwaite London LLP
www.bwbllp.com

The Companies Act 2006

Company Limited by Guarantee not having a Share Capital

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of
THE BASW TRUST

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ARTICLES OF ASSOCIATION
of
THE BASW TRUST

INTERPRETATION

1. Definitions

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

OBJECTS AND POWERS

2. Objects

The objects of the Charity are, for the public benefit, to:

- 2.1 relieve charitable need and advance health through the:
 - 2.1.1 promotion of the profession of social work and its regulation;
 - 2.1.2 provision of and the maintenance, upholding and improvement of professional standards in social work;
 - 2.1.3 provision of support to social workers in the exercise of the social work profession;
- 2.2 advance the professional education and training and development of social workers and prospective social workers;
- 2.3 advance education of the public in relation to social work;
- 2.4 undertake and/or promote research into issues relating to social work, making the useful results publicly available;
- 2.5 relieve the charitable need of social workers, former social workers and their families and dependents;

provided that nothing in this constitution shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with Section 7 of the Charities and Trustee Investment (Scotland) Act 2005, or Section 2 of the Charities Act (Northern Ireland) 2008.

3. Powers

To further its objects the Charity may:

- 3.1 provide and promote any programmes and materials related to social work, including in relation to: professional regulation, standards, codes of practice and guidance; professional education and training; and professional support;
- 3.2 provide and promote any professional, or other, qualifications relating to social work;
- 3.3 assist in the provision of money, materials or other help;
- 3.4 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.5 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.6 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.7 provide or procure the provision of social care services, counselling and guidance;
- 3.8 provide or procure the provision of advice;
- 3.9 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 a English and Welsh charity may properly undertake, within any respective jurisdiction within, or outside, the United Kingdom;
- 3.10 enter into contracts to provide services to or on behalf of other bodies;
- 3.11 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;
- 3.12 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);
- 3.13 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.14 set aside funds for special purposes or as reserves against future expenditure;
- 3.15 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;

- 3.16 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.17 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;
- 3.18 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;
- 3.19 accept (or disclaim) gifts of money and any other property;
- 3.20 raise funds by way of subscription, donation or otherwise;
- 3.21 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.22 incorporate and acquire subsidiary companies to carry on any trade;
- 3.23 subject to Article 4 (limitation on private benefits):
 - 3.23.1 engage and pay employees, consultants and professional or other advisers; and
 - 3.23.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.24 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;
- 3.25 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 Charity's objects);
- 3.26 undertake and execute charitable trusts;
- 3.27 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any corporate or other body;
- 3.28 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.29 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.30 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.31 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third

references to “charity trustees” in the said Section 189(1) shall be treated as references to officers of the Charity); and

3.32 do all such other lawful things as may further the Charity’s objects.

NO PROFIT DISTRIBUTION

4. Limitation on private benefits

4.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

Permitted benefits to company members

4.2 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Member. This shall not prevent any payment in good faith by the Charity of:

4.2.1 any payments made to the Member, for defined charitable purposes of the Member, including as an intermediary for benefit being provided to any beneficiary of the Charity;

4.2.2 reasonable and proper remuneration to the Member for any goods or services supplied to the Charity (including services performed by the Member under a contract of consultancy with the Charity);

4.2.3 interest at a reasonable and proper rate on money lent by the Member to the Charity;

4.2.4 any reasonable and proper rent and other payments in respect of premises let, or licensed, by the Member to the Charity.

Permitted benefits to Trustees and Connected Persons

4.3 No Trustee, or person Connected to a Trustee, may:

4.3.1 sell goods, services or any interest in land to the Charity;

4.3.2 be employed by, or receive any remuneration from, the Charity; or

4.3.3 receive any other financial benefit from the Charity;

unless the payment, or benefit, is permitted by Articles 4.4 or 4.5, or authorised by the court or the Charity Commission.

4.4 A Trustee, or person Connected to a Trustee, may receive the following benefits from the Charity:

4.4.1 a benefit in his/her or its capacity as a beneficiary of the Charity;

4.4.2 reimbursement by the Charity for reasonable expenses properly incurred by him/her/it when acting on behalf of the Charity;

- 4.4.3 reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is a person Connected to that Trustee);
- 4.4.4 interest at a reasonable and proper rate on money lent to the Charity;
- 4.4.5 reasonable and proper rent for premises let to the Charity;
- 4.4.6 the benefit of reasonable and proper premiums, paid by the Charity, in respect of indemnity insurance effected in accordance with Article 3.31; and
- 4.4.7 payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 4.4, Article 22 (Conflicts of Interest) must be complied with in relation to any decisions regarding the benefit.

Subsidiary Companies

- 4.5 A Trustee or a person Connected to a Trustee may receive the following benefits from any Subsidiary Company:
 - 4.5.1 a benefit in his, her or its capacity as a beneficiary of the Charity or of any Subsidiary Company;
 - 4.5.2 reimbursement by any Subsidiary Company for reasonable expenses properly incurred by him/her/it when acting on behalf of any Subsidiary Company;
 - 4.5.3 with the prior approval of the Trustees, interest at a reasonable and proper rate on money lent to any Subsidiary Company;
 - 4.5.4 with the prior approval of the Trustees, reasonable and proper rent for premises let to any Subsidiary Company;
 - 4.5.5 the benefit of reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
 - 4.5.6 payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 4.5.3 or 4.5.4.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of the Member

The liability of the Member is limited to £1, being the amount that the Member undertakes to contribute to the assets of the Charity in the event of the Charity being wound up while the Member is a company member or within one year after it ceases to be a company member, for:

- 5.1 payment of the Charity's debts and liabilities contracted before the Member ceases to be a company member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of contributories to the Charity among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall be indemnified out of the assets of the Charity 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 Charity may be indemnified out of the assets of the Charity 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 Charity's business, for which purpose they may exercise all the powers of the Charity.

8. Member's reserve power

The Member may, by special resolution, direct the Trustees to take, or refrain from taking, specified action, provided that no such special resolution is contrary to charity law, or invalidates anything which the Trustees have done before the passing of the resolution.

9. 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/her from that office.

10. Trustees may delegate

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

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- 10.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.
- 10.3 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.
- 10.4 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.
- 10.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 10.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.
11. **Committees**
- 11.1 In the case of delegation to committees:
- 11.1.1 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);
 - 11.1.2 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;
 - 11.1.3 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;
 - 11.1.4 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
 - 11.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 11.2 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.
- 11.3 The Charity, in particular, may establish, under this Article, committees relating to each UK nation; education and training and development of social workers; and benevolent provision.

12. Delegation of day to day management powers

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

- 12.1 the delegated power shall be to manage the Charity 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;
- 12.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 12.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

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 are notified promptly to the Trustees on receipt; and
- 13.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

14. Rules

- 14.1 The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of the Charity and its affairs. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.
- 14.2 The rules may regulate the following matters but are not restricted to them:
 - 14.2.1 the duties of any officers or employees of the Charity;
 - 14.2.2 the conduct of business of the Trustees or any committee (including, without limitation, how the Trustees make decisions and how such rules are to be recorded or communicated to Trustees);

14.2.3 any of the matters or things within the powers or under the control of the Trustees; and

14.2.4 generally, all such matters as are commonly the subject matter of company rules.

14.3 The Charity in general meeting has the power to alter, add to or repeal the rules.

DECISION-MAKING BY TRUSTEES

15. Trustees to take decisions collectively

Any decision of the Trustees must be taken either:

15.1 by a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 20); or

15.2 as a unanimous decision taken in accordance with Article 21.

16. Calling a Trustees' meeting

16.1 The Chair or two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.

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

16.2.1 all the Trustees agree; or

16.2.2 urgent circumstances require shorter notice.

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

16.4 Every notice calling a Trustees' meeting must specify:

16.4.1 the place, day and time of the meeting;

16.4.2 the general nature of the business to be considered at such meeting; and

16.4.3 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.

16.5 Notice of Trustees' meetings need not be in Writing.

16.6 Article 34 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

17. Participation in Trustees' meetings

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

- 17.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 17.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 17.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 17.3 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.
- 18. **Quorum for Trustees' meetings**
 - 18.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
 - 18.2 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.
 - 18.3 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:
 - 18.3.1 to appoint further Trustees; or
 - 18.3.2 to ask the Member to appoint further Trustees.
- 19. **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.
- 20. **Casting vote**
 - 20.1 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.
 - 20.2 Article 20.1 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.
- 21. **Unanimous decisions without a meeting**
 - 21.1 A decision is taken in accordance with this Article 21 when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a Conflict of Interest which, under Article 22, results in them not being entitled to vote.

- 21.2 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.
- 21.3 A decision which is made in accordance with this Article 21 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:
- 21.3.1 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;
 - 21.3.2 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 21.3;
 - 21.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
 - 21.3.4 the Recipient must prepare a minute of the decision in accordance with Article 38 (minutes).

22. Trustee interests and management of conflicts of interest

Declaration of interests

- 22.1 Unless Article 22.2 applies, a Trustee must declare the nature and extent of:
- 22.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and
 - 22.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.
- 22.2 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

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

Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

22.4.1 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 Charity (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Charity;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.31;
- (c) payment under the indemnity set out at Article 6; and
- (d) reimbursement of expenses in accordance with Article 4.4.2; or

22.4.2 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 22.5.

22.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 22.5, he or she must:

22.5.1 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;

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

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

Continuing duties to the Charity

22.6 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:

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

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

23. Register of Trustees' interests

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

24. 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.

APPOINTMENT AND RETIREMENT OF TRUSTEES

25. Number of Trustees

There shall be at least three Trustees.

26. Appointment of Trustees and retirement of Trustees by rotation

- 26.1 Those persons notified to the Registrar of Companies as the first directors/trustees of the Charity shall be the first Trustees.

Appointment of Trustees

- 26.2 Any person who is willing to act as a Trustee and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee by the Member (acting through an authorised representative) for such period and with any particular position on the board of trustees as the Member shall specify. Renewal of any specified period in office is to be assumed unless the Member provides the Trustee with notice to the contrary.

- 26.3 Positions on the board of trustees may include, in addition to the chair, a vice chair, the chair or other representative of any committee, representatives of the Member, and representatives of any other organisation associated with the Member and/or the Charity.

Minimum age

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

General

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

27. Disqualification and removal of Trustees

A Trustee shall cease to hold office if:

- 27.1 he/she ceases to be a director by virtue of any provision of the Companies Acts, or is prohibited from being a company director by law;
- 27.2 he/she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

- 27.3 the Trustees reasonably believe he/she has become physically or mentally incapable of managing his/her own affairs and they resolve that he/she be removed from office;
- 27.4 notification is received by the Charity from him/her that he/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);
- 27.5 he/she has reached the end of any term of office specified by the Member in accordance with Article 26.1 on his or her appointment and has been given notice that he/she will not be reappointed by the Member;
- 27.6 the Member passes a resolution that he/she be removed from office; or
- 27.7 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.

PATRONS

28. Patrons

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

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

29. Becoming a member

- 29.1 The Member is the sole company member of the Charity.
- 29.2 In the event of a bona fide reconstruction of the Member without insolvency the Trustees shall admit its successor organisation as the Member.
- 29.3 The name of the Member must be entered in the statutory register of company members.

30. Termination of membership

- 30.1 Subject to Article 29.2, membership is not transferable.
- 30.2 In the event that the Member goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or receiver or an administrative receiver appointed over all its assets or an order made or a resolution passed for its winding up or is subject to equivalent proceedings in any other

jurisdiction, the Member's membership shall automatically cease, and the Trustees shall after consultation (as far as practicable) with representatives of the former Member admit any other person or persons willing to become the member or members of the Charity to membership.

- 30.3 Except as specified in Article 30.2, the Trustees shall not have power to admit new company members of the Charity.

ORGANISATION OF GENERAL MEETINGS AND COMPANY RESOLUTIONS

31. Decisions of the Member

- 31.1 The Member shall appoint an individual to represent it at meetings of the Charity and the name of such representative and the fact that he/she is the representative of the Member shall be noted in the register of members. The Member shall be able to replace its representative with another individual by giving notice in writing to the Charity.
- 31.2 A person authorised under Article 31.1 may exercise (on behalf of the Member) the same powers as the Member could exercise if it were an individual member.

32. General meetings

- 32.1 The Trustees may call a general meeting at any time.
- 32.2 The Trustees must call a general meeting if required to do so under the Companies Acts.
- 32.3 Such meetings must be held in accordance with the relevant provisions in the Companies Acts.

33. Written resolutions

General

- 33.1 Subject to this Article 33 a written resolution formally agreed by the Member shall be effective.
- 33.2 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

Circulation

- 33.3 A copy of the proposed written resolution must be sent to the Member together with a statement informing the Member how to signify its agreement and the date by which the resolution must be passed if it is not to lapse.
- 33.4 The Member must signify its agreement to the written resolution within the period of 60 days beginning with the Circulation Date.
- 33.5 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts.

Signifying agreement

- 33.6 The Member signifies its agreement to a proposed written resolution when the Charity receives from it (or from someone acting on its behalf) an authenticated Document:
- 33.6.1 identifying the resolution to which it relates; and
 - 33.6.2 indicating the Member's agreement to the resolution.
- 33.7 For the purposes of Article 33.6:
- 33.7.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
 - 33.7.2 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 Charity; or
 - (b) where no such manner has been specified by the Charity, if the communication contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 33.8 If the Charity 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

34. Communications by the Charity

- 34.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Charity, including without limitation:
- 34.1.1 in Hard Copy Form;
 - 34.1.2 in Electronic Form; or
 - 34.1.3 by making it available on a website.
- 34.2 Where a Document or information which is required or authorised to be sent or supplied by the Charity under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or

information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

- 34.3 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.

35. **Communications to the Charity**

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

36. **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:

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

37. **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.

38. **Minutes**

The Trustees must cause minutes to be made:

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

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

39. Records and accounts

39.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 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:

39.1.1 annual reports;

39.1.2 annual returns; and

39.1.3 annual statements of account.

40. Exclusion of model articles

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

WINDING UP

41. Winding up

41.1 At any time before, and in expectation of, the winding up or dissolution of the Charity, the Member, or, subject to the written authority of the Member, the Trustees, may resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Charity be applied or transferred in any of the following ways:

41.1.1 directly for the objects of the Charity; or

41.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:

(a) for purposes similar to the objects of the Charity; or

(b) for use for particular purposes that fall within the objects of the Charity.

41.2 In no circumstances shall the net assets of the Charity be paid to or distributed to the Member under this Article 41 (except if the Member is itself an institution chosen to benefit under this Article 41, exclusively in relation to charitable purposes of the Member).

41.3 If no resolution is passed in accordance with Article 41.1 the net assets of the Charity shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

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 postal or physical address and a number/address used for sending or receiving Documents or information by Electronic Means;
1.2 “Articles”	the Charity’s articles of association;
1.3 “Chair”	has the meaning given in Article 9;
1.4 “Charity”	The BASW Trust;
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 Charity;
1.8 “Connected”	any person falling within one of the following categories: <ul style="list-style-type: none">(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or(b) the spouse or civil partner of any person in (a); or(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(d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than

Term	Meaning
	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”/ “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”/ “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006;
1.13 “Member”	the sole member of the Charity, namely The British Association of Social Workers (Registered Company Number: 982041) or any successor organisation admitted as a member of the Charity in accordance with Article 29.2 or 30.2;
1.14 “Secretary”	the company secretary of the Charity (if any);
1.15 “Subsidiary Company”	any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
1.16 “Trustee”	a company director of the Charity for company law purposes and a trustee of the Charity for charity law purposes, including any person occupying the position of director/trustee, by whatever name called; and
1.17 “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 Charity.