

Company No: 02723670

Charity No: 1059879

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
RSPCA ASSURED LIMITED
(Adopted by special resolution passed on 18 October 2023)

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ARTICLES OF ASSOCIATION

of

RSPCA ASSURED

1. Name

The name of the Charity is 'RSPCA Assured Limited'.

2. Registered office

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

3. Objects

3.1 The Objects for which the Charity is established are:

- (a) To prevent cruelty to animals by the promotion of humane farming, transportation, marketing and slaughter of farm animals, in particular but without prejudice to the generality of the foregoing, by implementing a set of rearing and handling standards approved from time to time by the Royal Society for the Prevention of Cruelty to Animals (the RSPCA);
- (b) For the benefit of the public to otherwise prevent, suppress or alleviate cruelty to animals, whether within the United Kingdom or elsewhere and to educate the public in matters pertaining to animal welfare in general and the prevention of cruelty and suffering among animals.

3.2 This Article 3 may be amended by Special Resolution but only with the prior written consent of the Commission.

4. Powers

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

- 4.1 to administer on behalf of the RSPCA or otherwise an accreditation or certification trade mark scheme and the licensing of a logo to accredit any individuals or organisation that imports and exports or otherwise deals in farmed animals and farmed animal products to ensure that they confirm with the required standards approved from time to time by the RSPCA;
- 4.2 to buy, sell, manufacture, export and import any licensed promotional goods and articles of any description to enhance and further the Objects of the Charity;
- 4.3 to promote consumer preference for livestock and other products which conform to the RSPCA's standards so as to further the Objects of the Charity and ensure that any products sold or otherwise dealt in conform to those standards so as to better prevent cruelty and suffering of animals;
- 4.4 to carry on or conduct any activities which are incidental or conducive to the administration and management of the accreditation or certification scheme as managed by the Charity;
- 4.5 to purchase, register, apply for or by other means acquire, whether in the United Kingdom or elsewhere any patent rights, patents, brevets d'invention, licences, trade marks, secret processes, designs, protections and concession and to expend money for their improvement as may be necessary or convenient for the purposes of the Objects of the Charity;
- 4.6 to carry out research (or finance others to undertake research);
- 4.7 to consult, advise, co-operate with or assist others;
- 4.8 to support, administer or establish other charities or other organisations;
- 4.9 to accept gifts and raise funds (but not by means of Taxable Trading);
- 4.10 to borrow money;
- 4.11 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.12 to acquire, hire or charge property and/or any interest in, or relating to, land of such kind and on such terms and to appoint such advisers, surveyors, managers and builders and other advisers and contractors on such terms as the Trustees shall determine;

- 4.13 subject to such consents or procedures as may be required by law, to let, license or dispose of any interest in property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.14 to set aside funds for special purposes or as reserves against future expenditure;
- 4.15 to deposit or invest its funds in any manner as may be thought fit (including but not limited to the establishment of trading or other subsidiaries of any kind) but only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification;
- 4.16 to delegate the management of investments to a Financial Expert, but only on terms that:
- (a) the investment policy is set down in writing for the Financial Expert by the Trustees;
 - (b) the performance of the investments is reviewed regularly with the Trustees;
 - (c) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (d) the investment policy and the delegation arrangement are regularly reviewed by the Trustees;
 - (e) all payments due to the Financial Expert are on a scale or at a level that is agreed in advance and are notified promptly to the Trustees; and
 - (f) the Financial Expert does not do anything outside the powers of the Trustees;
- 4.17 to arrange for investments or other property of the Charity to be held in the name of a Nominee Company acting under the direction of the Trustees or of a Financial Expert acting under their instructions, and to pay any reasonable fee required;
- 4.18 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as Custodian, and to pay any reasonable fee required;
- 4.19 to insure the property of the Charity (including, for the avoidance of doubt any property not owned by the Charity but under its control) against any foreseeable risk and to take out other insurance policies to protect the Charity when required;
- 4.20 subject to Article 8.3 to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to Article 8, to remunerate any person, firm or company rendering services to the Charity and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Charity and their dependants;

- 4.21 to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever;
- 4.22 to provide goods, services or other assistance or support by way of grant, donation, loan or otherwise (whether or not for valuable consideration);
- 4.23 to act as Trustee of charitable trusts jointly with one or more other trustees or, where it may legally do so, as sole trustee;
- 4.24 to enter into any funding or other arrangement with any government or any other authority;
- 4.25 to guarantee the performance of the contracts or obligations of any person or organisation and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Charity or in connection with any agreement or arrangement whatsoever, whether or not the Charity is a party to the same;
- 4.26 subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Trustee or other officer of the Charity (other than any person engaged by the Charity as auditor) to the extent permitted by the Act and to pay for indemnity insurance for the Trustees;
- 4.27 to establish or acquire subsidiary companies (whether or not wholly owned by the Charity);
- 4.28 to pay out of the funds of the Charity the costs of and incidental to the formation and registration of the Charity; and
- 4.29 to do anything else within the law which promotes or helps to promote the Objects.

5. The Trustees

- 5.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 5.2 Unless otherwise decided by Ordinary Resolution the minimum number of Trustees shall be three and there shall be no maximum number.
- 5.3 In consultation with the RSPCA and subject to Article 5.7, The Trustees may appoint or reappoint a person as a Trustee for such term of up to three years as they see fit.
- 5.4 The RSPCA may appoint one Trustee, who shall act as the Chair, for such term of up to three years as the RSPCA sees fit, which Trustee may then be reappointed by the RSPCA subject to Article 5.7.

- 5.5 If the RSPCA does not exercise its power to appoint a Trustee, it may appoint an existing Trustee as Chair, which Trustee may then be reappointed by the RSPCA subject to Article 5.7.
- 5.6 A Trustee may not act as a Trustee unless they have signed a written declaration of willingness to act as a charity trustee of the Charity.
- 5.7 A Trustee retiring from their first term as a Trustee may be reappointed a maximum of two times by the other Trustees or the RSPCA as applicable pursuant to Articles 5.3, 5.4 or 5.5.

- 5.8 The Trustees in office at the date of adoption of these Articles shall for the purposes of Article 5.7 be deemed to be in office for the terms, and shall be eligible for reappointment to the extent, set out below:

Name	End of current term	Eligible for reappointment
David Main	7 July 2025	No
Madeleine Crawley	5 June 2024	Yes (one further term)
David Smith	21 November 2025	Yes (one further term)
Rene Olivieri	21 November 2025	Yes (one further term)

- 5.9 A Trustee's term of office as such automatically terminates if they:
- (a) are disqualified under the Charities Acts from acting as a charity trustee;
 - (b) are incapable, whether mentally or physically, of managing their own affairs and the Trustees resolve that they are removed;
 - (c) are absent without notice from three consecutive meetings of the Trustees and are asked by a majority of the other Trustees to resign;
 - (d) resign by written notice to the Trustees (but only if at least three Trustees will remain in office);
 - (e) are, in the case of the Chair, removed by written notice from the RSPCA to the Charity; or
 - (f) are removed by the shareholder pursuant to the Companies Act.
- 5.10 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.

6. Trustees' **proceedings**

- 6.1 The minimum number of meetings of the Trustees to be held each year may be fixed by the Trustees from time to time.
- 6.2 A quorum at a meeting of the Trustees may be fixed by the Trustees and unless so fixed shall be three Trustees or one third (rounded up to the nearest whole number), if greater. In the event that one or more Trustees is a Conflicted Trustee, if there is only one Trustee in office other than the Conflicted Trustees, the quorum for such meeting (or any part of a meeting) shall be one Trustee.
- 6.3 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants.
- 6.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 6.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document. The Trustees' agreement to such a resolution may be evidenced by the Chair's signature.
- 6.6 Every Trustee has one vote on each issue but, in case of equality of votes, the Chair of the meeting has a second or casting vote.
- 6.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

7. Trustees' **powers**

- 7.1 The Trustees shall have the control of the Charity and its property and funds.
- 7.2 Subject to the provisions of these Articles and the Companies Act, the Trustees may regulate their proceedings as they think fit. A Trustee may call a meeting of the Trustees.
- 7.3 The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:
 - (a) to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act;

- (b) to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees;
- (c) to make standing orders, rules and/or regulations consistent with the constitution and the Companies Act to govern proceedings at meetings, the administration of the Charity and the use of its seal;
- (d) to establish procedures to assist the resolution of disputes or differences within the Charity;
- (e) to exercise in their capacity as Trustees any powers of the Charity which are not reserved to the shareholder.

8. Benefits and Conflicts

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

- (a) the shareholder may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; and, subject to compliance with Article 8.5:
- (b) the shareholder, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
- (c) the shareholder, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
- (d) the shareholder, Trustees and Connected Persons may receive charitable benefits on the same terms as any other beneficiary of the Charity.

8.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except that Trustees may:

- (a) benefit as mentioned in Articles 8.1 or 8.5;
- (b) receive reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (c) receive the benefit of indemnity insurance as permitted by the Charities Acts;
- (d) receive an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

- (e) in exceptional cases, receive other payments or benefits (but only with the written consent of the Commission in advance and in compliance with Article 8.6 and where required by the Companies Act the approval or affirmation of the shareholder).
- 8.3 No Trustee or Connected Person may be employed by the Charity, nor may any Trustee receive remuneration for acting as a Trustee without an order of the court or the prior written consent of the Charity Commission.
- 8.4 In the event that remuneration is permitted pursuant to Article 8.3, the level of the remuneration may be determined by the Charity (subject to the Charity having obtained the prior written approval of the RSPCA for the proposed level and scope of the remuneration), provided that any remuneration of a Trustee who is also a trustee of the RSPCA must be authorised by the RSPCA's constitution or permitted under the Charities Acts.
- 8.5 Any Trustee or Connected Person may enter into a contract with the Charity, as permitted by the Charities Acts, to supply goods or services, or goods and services, in return for a payment or other material benefit but only if:
 - (a) the goods or services, or goods and services (as applicable), are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services, or goods and services, and is set in accordance with the procedure in Article 8.6; and
 - (c) no more than half of the Trustees are subject to such a contract in any financial year.
- 8.6 Subject to Article 8.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
 - (a) declare the nature and extent of his or her interest before discussion begins on the matter;
 - (b) withdraw from the meeting for that item after providing any information requested by the Trustees;
 - (c) not be counted in the quorum for that part of the meeting; and
 - (d) be absent during the vote and have no vote on the matter.

8.7 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- (a) continue to participate in discussions leading to the making of a decision and/or to vote, or
- (b) disclose to a third party information confidential to the Charity, or
- (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity, or
- (d) refrain from taking any step required to remove the conflict.

9. Records and Accounts

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

- (a) annual returns;
- (b) annual reports; and
- (c) annual statements of account.

9.2 The Trustees must also keep records of:

- (a) all proceedings at meetings of the Trustees;
- (b) all resolutions in writing;
- (c) all reports of committees; and
- (d) all professional advice obtained.

9.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.

9.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied

in accordance with the Charities Acts to any other person who makes a written request and pays the Charity's reasonable costs.

10. Shares and shareholder powers

- 10.1 The authorised share capital of the Charity at the date of the adoption of these Articles is £100.00 divided into 100 ordinary shares of £1 each.
- 10.2 No share or shares in the Charity may be issued by the Charity or its Trustees to be held by any person other than the RSPCA.
- 10.3 The Charity must maintain a register of shareholders.
- 10.4 The shareholder may:
 - (a) carry out the matters stated in Articles 11.8 and 11.9;
 - (b) by special resolution, direct the Trustees to take, or refrain from taking, specified action; and
 - (c) exercise such other rights and powers as are permitted under the Companies Act.

11. General Meetings

- 11.1 The shareholder shall generally conduct its business by Written Resolution but is entitled to attend general meetings by its duly authorised representative or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).
- 11.2 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and if a Special Resolution is to be proposed the terms of the proposed Special Resolution. Subject to the provisions of the Companies Act, a general meeting may be called by shorter notice, if so agreed by the shareholder, being entitled to attend and vote at that meeting.
- 11.3 There is a quorum at a general meeting if there is one person present either in person (by authorised representative) or by proxy, and entitled to vote upon the business to be transacted.
- 11.4 The chair at a general meeting is elected by the shareholder.
- 11.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by Ordinary Resolution.

- 11.6 Except where otherwise provided by the Articles or the Companies Act, a Written Resolution (whether an Ordinary or a Special Resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the Written Resolution may be set out in more than one document.
- 11.7 The Charity may (but need not) hold an AGM in any year.
- 11.8 The shareholder annually:
- (a) shall receive the accounts of the Charity for the previous financial year;
 - (b) shall receive a written report on the Charity's activities;
 - (c) may appoint reporting accountants or auditors for the Charity if required.
- 11.9 The shareholder may also from time to time:
- (a) confer on any individual (with their consent) the honorary title of Patron, President or Vice-President of the Charity; and
 - (b) discuss and determine any issues of policy or deal with any other business put before it by the Trustees.
- 11.10 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from the shareholder.
- 11.11 A technical defect in the appointment of the shareholder of which the shareholder is unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

12. Limited Liability

The liability of shareholder is limited.

13. Communications

- 13.1 Notices and other documents to be served on the shareholder or Trustees under the Articles or the Companies Act may be served:
- (a) by hand;
 - (b) by post;
 - (c) by suitable Electronic Means; or
 - (d) through publication in the Charity's newsletter or on the Charity's website.

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

- (a) 24 hours after being sent by Electronic Means, posted on the Charity's website or delivered by hand to the relevant address;
- (b) two clear days after being sent by first class post to that address;
- (c) three clear days after being sent by second class or overseas post to that address;
- (d) immediately on being handed to the recipient personally; or, if earlier,
- (e) as soon as the recipient acknowledges actual receipt.

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

14. Dissolution

14.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied by transfer to the RSPCA to be applied for the charitable purposes of the RSPCA.

14.2 A final report and statement of account, or such other dissolution notification as may be required, must be sent to the Commission.

15. Interpretation

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

15.2 In the Articles, unless the context indicates another meaning:

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| ‘AGM’ | means an annual general meeting of the Charity; |
| ‘the Articles’ | means the Charity's Articles of Association and ‘Article’ refers to a particular Article; |
| ‘Chair’ | means the chair of the Trustees as appointed by the RSPCA; |
| ‘charitable purposes’ | purposes that are exclusively charitable under the laws of England and Wales and ‘charitable’ shall be construed accordingly; |

'the Charity'	means the charity governed by the Articles;
'Charities Acts'	means the Charities Act 1992 and the Charities Act 2011;
'charity trustee'	has the meaning prescribed by the Charities Acts;
'clear day'	does not include the day on which notice is given or the day of the meeting or other event;
'the Commission'	means the Charity Commission for England and Wales or any body that replaces it;
'the Companies Act'	means the Companies Acts 1985 to 2006;
'Conflicted Trustee'	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
'Connected Person'	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that they may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;
'constitution'	means the Memorandum and the Articles and any Special Resolutions relating to them;
'Custodian'	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
'Electronic Means'	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
'Financial Expert'	means an individual, company or firm who is authorised to

	give investment advice under the Financial Services and Markets Act 2000;
‘financial year’	means the Charity’s financial year;
‘firm’	includes a limited liability partnership;
‘general meeting’	a meeting of the shareholders of the Charity;
‘indemnity insurance’	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
‘material benefit’	means a benefit, direct or indirect, which may not be financial but has a monetary value;
‘Memorandum’	means the Charity’s Memorandum of Association;
‘Nominee Company’	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
‘the Objects’	means the charitable objects of the Charity as defined in Article 3 of the Articles;
‘Ordinary Resolution’	means a resolution passed by the shareholder that is intended to be and may under company law be passed as an ordinary resolution whether at a general meeting or as a Written Resolution;
‘Secretary’	means a company secretary;
‘Special Resolution’	means a resolution passed by the shareholder that is intended to be and may under company law be passed as a special resolution whether at a general meeting or as a Written Resolution;
‘Taxable Trading’	means carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the objects, unless the income of the Charity from that trade or business is exempt

from tax by reason of any legislation or concession from time to time in force;

‘Trustee’ means a director of the Charity and ‘Trustees’ means the directors but where a Trustee is a corporate body ‘Trustee’ includes where appropriate the named representative of the Trustee;

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

‘Written Resolution’ refers to an Ordinary or a Special Resolution which is in writing;

‘year’ means calendar year.

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

- (a) expressions not otherwise defined which are defined in the Companies Act have the same meaning;
- (b) references to legislation including to any statute, statutory provision or subordinate legislation are to that legislation as amended or re-enacted from time to time (whether before, on or after the date of adoption of these Articles) and to any subordinate legislation made under it (whether before, on or after the date of adoption of these Articles);
- (c) any phrase introduced by the terms ‘including’, ‘include’, ‘in particular’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms;
- (d) use of the singular includes the plural and vice versa; and
- (e) use of any gender includes the other genders.