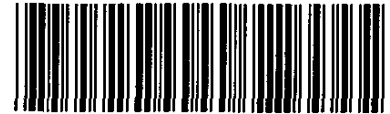


Company number: 03442086

Charity number: 1066184

TUESDAY



A07 *A7Z557M1* 12/02/2019 #2
COMPANIES HOUSE

Written resolution of

The Wordsworth Trust ("the Charity")

Circulation Date: 23rd January 2019

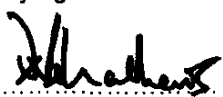
RESOLUTION PASSED 30TH JANUARY 2019


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

THAT:

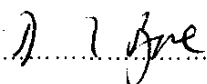
It is hereby resolved by way of special resolution that the draft Articles of Association attached hereto be and are hereby approved and adopted as the Articles of Association of the Charity in substitution for and to the exclusion of all existing Articles of Association of the Charity.

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

Signed: 
Name: Diana Ruth Matthews
Date: 23.1.19


Signed: 
Name: Dr Lucy Peltz
Date: 23.1.19


Signed:
Name: Judith Helen Cooke
Date:

Signed: 
Name: Prof. Drummond Bone
Date: 23 January 19

Signed:
Name: Jennifer Uglow
Date:

Signed:
Name: David Michael Heal
Date:

Signed: 
Name: John Collier
Date: 23 January 2019

Signed: 
Name: Mary Chuck
Date: 25 Jan 2019

Company number: 03442086

Charity number: 1066184

Written resolution of
The Wordsworth Trust ("the Charity")
Circulation Date: 23rd January 2019

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Name: Diana Ruth Matthews Name: Dr Lucy Peltz Name: Judith Helen Cooke

Date: Date: Date:

Signed: Signed:  Signed:

Name: Prof. Drummond Bone Name: Jennifer Uglow Name: David Michael Heal

Date: Date: 30/1/2019 Date:

Signed: Signed:

Name: John Collier Name: Mary Chuck

Date: Date:

*Received 31/01/19
ATBump*

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Date:

Signed:

Name: Judith Helen Cooke

Date:

Signed:

Name: Prof. Drummond Bone

Date:

Signed:

Name: Jennifer Uglow

Date:

Signed: 

Name: David Michael Heal

Date: *28th January 2019*

*Received 30/01/2019
A&P*

Company No: 3442086
Charity No: 1066184

THE COMPANIES ACTS 1985 TO 2006

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

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

THE WORDSWORTH TRUST

**(as amended 23 October 2001, 15 November 2003, 10 August 2007,
15 November 2008, 8 April 2011 and 19 November 2012 and 30 January 2019)**

Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
www.bwbllp.com
LR/LR/011662/0044

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Index to Articles of Association of The Wordsworth Trust

Article	Page
Interpretation	1
Objects	2
Powers	3
Limitation on private benefits.....	4
Liability of Members	5
Trustees as members.....	6
Termination of membership	6
Royal Patron.....	6
Patrons	6
Fellows.....	6
President	6
Members' meetings.....	7
Written resolutions	7
Number of Trustees	8
Powers of Trustees	8
Delegation of Trustees' powers.....	9
The Nominations Committee	9
The Investment Committee	10
Appointment and retirement of Trustees	10
Disqualification and removal of Trustees	11
Trustees' expenses.....	12
Proceedings of Trustees.....	12
Trustees to take decisions collectively	12
Calling a Trustees' meeting.....	12
Participation in Trustees' meetings.....	13
Quorum for Trustees' meetings.....	13
Chairing of Trustees' meetings.....	14
Casting vote	14
Unanimous decisions without a meeting.....	14
Conflicts of interest	15
Register of Trustees' interests.....	16
Treasurer	16
Secretary	16
Validity of Trustee actions	16
Trustee's discretion to make regulations.....	16
Minutes.....	16
Records and Accounts	17
Communications by the Trust	17
Communications to the Trust	19
Irregularities.....	19
Exclusion of model articles.....	19
Indemnity.....	19
Winding-up.....	19

THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
THE WORDSWORTH TRUST

Interpretation

1. In these Articles:

“Address” includes a number or address used for the purposes of sending or receiving documents by Electronic Means;

“Adoption Date” means the date on which this version of the Trust’s Articles was adopted (as evidenced on the Company’s online entry on the Register of Companies);

“Annual Retirement Meeting” has the meaning given to it in Article 23;

“the Articles” means the Articles of Association of the Trust;

“the Board” and “the Trustees” means the directors of the Trust, as defined in the Companies Acts and shall include any person occupying the position of director by whatever name called;

“Circulation Date” in relation to a written resolution, has the meaning given to it in the Companies Act;

“Clear Days” in relation to the period of a notice means 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;

“the Companies Acts” means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Trust;

“Connected” in relation to a Trustee means any person falling within any of the following categories:

- (i) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or

- (ii) the spouse or civil partner of any person in (i); or
- (iii) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (i) or (ii); or
- (iv) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

“Document” includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;

“Electronic Form” and “Electronic Means” have the meanings respectively given to them in Section 1168 of the Companies Act 2006;

“executed” includes any mode of execution;

“Hard Copy” and “Hard Copy Form” have the meanings respectively given to them in the Companies Act 2006;

“office” means the registered office of the Trust;

“the seal” means the common seal of the Trust;

“Secretary” means the Secretary of the Trust or any other person appointed to perform the duties of the Secretary of the Trust, including a joint, assistant or deputy Secretary;

“the Trust” means The Wordsworth Trust;

“the United Kingdom” means Great Britain and Northern Ireland; and

“Writing” means 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.

Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Acts but excluding any statutory modification thereof not in force when the Articles become binding on the Trust.

Objects

2. The objects for which the Trust is established are:-

- (a) to advance the education of the public in the works of the poet William Wordsworth and in particular to maintain Dove Cottage, Grasmere and its environs and to preserve and develop the Trust’s permanent collections as a living memorial to him;
- (b) to advance the public knowledge and enjoyment of the literature and culture of the Romantic Period (1750 to 1850).

Powers

3. In furtherance of the objects but not further or otherwise the Trust shall have the following powers:-
- (a) To maintain Dove Cottage, Grasmere;
 - (b) To purchase, acquire and maintain property in the environs of Dove Cottage;
 - (c) To publish books, pamphlets, reports, leaflets, journals, films, videos, tapes, compact disks, multi media publications and instructional matter and to organise lectures, broadcasts and courses of instruction;
 - (d) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal estate which may be necessary or desirable for any of the purposes of the Trust;
 - (e) Subject to such consents as may be required by law, to sell, lease, mortgage, exchange, dispose of or otherwise deal with, and turn to account, all or any part of the property of the Trust with a view to the promotion of its objects;
 - (f) Subject to such consents as may be required by law, to borrow or raise money for the purposes of the Trust on such terms and on such security as may be thought fit including making reasonable charges for any services provided hereunder (whether to beneficiaries or not);
 - (g) To raise funds and to invite and receive contributions from any person or persons whatever by way of subscription, donation and otherwise, provided that the Trust shall not undertake any permanent trading activities in raising funds for its charitable objects;
 - (h) To carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Trust or the trade is not expected to give rise to taxable profits, and to incorporate any wholly owned company to carry on any trade;
 - (i) Subject to Article 4 (limitation on private benefits), to engage or employ such persons (whether as employees, consultants, advisers or however) as may be requisite to the promotion of the objects of the Trust and on such reasonable terms and at such reasonable remuneration as the Trustees may think fit;
 - (j) Subject to Article 4 (limitation on private benefits), 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 dependants;
 - (k) To establish and support or aid in the establishment and support of other charitable associations or institutions and to subscribe, lend or guarantee money for charitable purposes in any way connected with the purposes of the Trust or calculated to further its objects;
 - (l) To undertake and execute any charitable trusts which may lawfully be undertaken by the Trust and may be necessary to its objects;

- (m) To invest the monies of the Trust not immediately required for its own purposes in or upon such investments, securities, or property as may be thought fit;
- (n) To receive loans at interest or otherwise from, and to lend money and give credit to, to take security for such loans or credit and to guarantee and become or give security for the performance of contracts by any person or company as may be necessary or convenient for the work of the Trust;
- (o) To draw, accept, endorse, issue or execute promissory notes, bills of exchange, bills of lading, warrants and other negotiable transferable or mercantile instruments for the purpose of or in connection with the objects of the Trust;
- (p) To establish, promote or assist charitable companies with objects similar to those of the Trust for the acquisition of the property or liabilities of the Trust or to carry on any authorised activity of the Trust or for any other charitable purpose calculated to benefit the Trust in the furtherance of its objects;
- (q) To amalgamate, merge or join in with any charity having charitable objects wholly or in part similar to those of this Trust for the purpose of better effectuating the charitable purposes;
- (r) To purchase, acquire or undertake all or any of the property, liabilities and engagements of charitable associations, societies or bodies with which the Trust may co-operate or federate;
- (s) To pay out of the funds of the Trust the costs of forming and registering the Trust;
- (t) To pay out of the funds of the Trust the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Trust. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;
- (u) To do all such other lawful things as shall further the attainment of the above objects or any of them.

Limitation on private benefits

4. The income and property of the Trust from whatever source derived, shall be applied solely towards the promotion of its objects as set forth in these Articles, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever, by way of profit to the members of the Trust (and unless the prior written approval of the Charity Commissioners has been obtained no Trustee shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust).

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Trust:

- (a) of reasonable and proper remuneration to any member, officer or servant of the Trust (not being a Trustee) for any services rendered to the Trust;
- (b) of interest on money lent by any member of the Trust or any Trustee at a reasonable and proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Board;
- (c) of any reasonable and proper rent for premises demised or let by any member of the Trust or Trustee;
- (d) of fees, remuneration or other benefits in money or money's worth to a company of which a Trustee may be a member holding not more than 1/100th part of the capital of the company;
- (e) to any Trustee of reasonable and proper out of pocket expenses;
- (f) of reasonable and proper premiums in respect of Trustees Indemnity Insurance, effected in accordance with Article 3(t);
- (g) of the usual professional charges for business done by any member of the Trust (or Trustee) who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Trust to act in a professional capacity on its behalf: Provided that at no time shall a majority of the members of the Trust or of the Trustees benefit under this provision and that a member of the Trust shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion and a Trustee shall comply with Article 34 (conflicts of interest);
- (h) of reasonable remuneration to the Robert Woof Director (the title used for the Chief Executive of the Trust), in respect of his or her employment by the Trust notwithstanding that he or she is a Trustee; Provided That he or she shall withdraw from any meeting where his or her appointment, remuneration or other terms of employment is being discussed;
- (i) of a benefit to a Trustee or a person connected to a Trustee in his, her or its capacity as a beneficiary; and
- (j) of payment to a Trustee or other officer of the Trust under an indemnity from the Trust in accordance with the indemnity provisions set out at Article 46;

Provided that where benefits are conferred under this Article 4, Article 34 (conflicts of interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

Liability of Members

- 5. The liability of the members is limited.
- 6. Every Member of the Trust undertakes to contribute to the assets of the Trust if it is wound up during the time that he or she is a member, or within one year afterwards,

for payment of the debts and liabilities of the Trust contracted before the time at which he or she ceases to be a member and of the costs, charges and expenses of winding-up the same, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding £1.

7. Trustees as members

7.1 The Trustees from time to time shall be the only members of the Trust.

7.2 A Trustee shall become a member on becoming a Trustee.

7.3 The names of the members of the Trust must be entered in the register of members.

8. Termination of membership

8.1 A member shall cease to be a member if he or she ceases to be a Trustee.

8.2 Membership is not transferable and shall cease on death.

9. Royal Patron

(a) The Trustees may by unanimous resolution appoint and remove a member of the Royal Family as the Royal Patron of the Trust and on such terms as they shall think fit.

(b) The Royal Patron be entitled to attend and speak (but not to vote) at all meetings of the Board and at any general meeting of the Trust and to be given notice thereof as if a Trustee and member and shall also have the right to receive accounts of the Trust when available to members.

10. Patrons

The Trustees may appoint and remove any person as a patron of the Trust and on such terms as they shall think fit.

11. Fellows

The Trustees may appoint and remove any person whom they regard as having made a significant contribution to the Trust as a Fellow.

12. President

(a) The Trustees may appoint and remove any person as a president of the Trust on such terms as they shall think fit.

(b) The president shall be entitled to attend and speak (but not to vote) at all meetings of the Board and at any general meeting of the Trust and to be given notice thereof as if a Trustee and member and shall also have the right to receive accounts of the Trust when available to members.

(c) The president shall serve for no more than twelve consecutive years.

Decision-Making By Members

13. Members' meetings

- 13.1 The Trustees may call a general meeting of the members at any time.
- 13.2 Such meetings must be held in accordance with these Articles and the provisions regarding such meetings in the Companies Acts.
- 13.3 In the case of an equality of votes, the chair of the general meeting shall be entitled to a casting vote.

14. Written resolutions

General

- 14.1 Subject to this Article 14 a written resolution agreed by:
 - 14.1.1 members representing a simple majority; or
 - 14.1.2 (in the case of a special resolution) members representing not less than 75%;of the total voting rights of eligible members shall be effective.
- 14.2 On a written resolution each member shall have one vote.
- 14.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 14.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

- 14.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 14.6 In relation to a resolution proposed as a written resolution of the Trust the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 14.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 14.8 Communications in relation to written resolutions must be sent to the Trust's auditors in accordance with the Companies Acts.

Signifying agreement

- 14.9 A member signifies his or her agreement to a proposed written resolution when the Trust receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
- 14.9.1 identifying the resolution to which it relates; and
 - 14.9.2 indicating the member's agreement to the resolution.
- 14.10 For the purposes of Article 14.9:
- 14.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
 - 14.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:
 - (a) the identity of the sender is confirmed in a manner specified by the Trust; or
 - (b) where no such manner has been specified by the Trust, if the communication contains or is accompanied by a statement of the identity of the sender and the Trust has no reason to doubt the truth of that statement.
- 14.11 If the Trust 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).

Number of Trustees

15. Unless otherwise determined by ordinary resolution the maximum number of Trustees shall be 15 and the minimum shall be 5.

Powers of Trustees

16. Subject to the provisions of the Companies Acts and the Articles and to any directions given by special resolution, the business of the Trust shall be managed by the Trustees who may exercise all the powers of the Trust. No alteration of the Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Trustees by these Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
17. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Trustees shall have the following powers, namely:

- (a) to expend the funds of the Trust in such manner as they shall consider the most beneficial for the achievement of the objects and to invest in the name of the Trust such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Trust;
 - (b) to enter into contracts on behalf of the Trust;
 - (c) to establish accounts with banks or building societies and to make appropriate provision for the control of such accounts.
18. The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Trust for such purposes and on such conditions as they determine.
19. **Delegation of Trustees' powers**
- (a) The Trustees may delegate any of their powers or the implementation of any of their resolutions to any committee.
 - (b) The resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number).
 - (c) The composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify.
 - (d) The deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary.
 - (e) All delegations under this Article shall be revocable at any time.
 - (f) The Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as it may from time to time think fit.
 - (g) For the avoidance of doubt the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee provided always that no committee shall incur expenditure on behalf of the Trust except in accordance with a budget which has been approved by the Trustees.
20. The meetings and proceedings of any committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations made by the Board.
21. **The Nominations Committee**

- (a) The Board shall establish a Nominations Committee, to be chaired by a Trustee.
- (b) The role of the Nominations Committee shall be to consider:
 - (i) the composition of the Board, and in particular the Trustees' skills, experience, age and gender so as to ensure that suitable candidates for the role of Trustee are brought forward for consideration by the members;
 - (ii) the holders of the positions of Director, Chair, Treasurer and chair of any committee of the Board so as to ensure that appropriate and timely proposals are made to the Board concerning the succession to the holders of these offices.
- (c) In particular the Nominations Committee will:
 - (i) seek candidates for the office of Trustee from a range of backgrounds;
 - (ii) establish clear procedures concerning the re-election and retirement of Trustees; and
 - (iii) develop a succession plan for Trustees and the holders of key offices.

22. The Investment Committee

- (a) The Board shall establish an Investment Committee comprising a majority of Trustees including the Chair and the Treasurer *ex officio*. The provisions of Articles 19 (c), (e) and (f) shall not apply to such committee.
- (b) The Investment Committee shall be responsible for the management and administration of any endowment fund created by the Trust and in particular shall ensure that all endowment funds are placed under separate investment management from any other funds of the Trust and, where appropriate, are kept in a discrete bank account.
- (c) Any part of the capital of the fund may be spent with the sanction of a resolution of 75% of the Trustees present and voting at a duly convened meeting of the Board.

23. Appointment and retirement of Trustees

- 23.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 24, may be appointed to be a Trustee by a decision of the Trustees.

Automatic retirement

- 23.2 Each Trustee shall retire from office at the third Annual Retirement Meeting following the commencement of his or her term of office. The retirement takes effect at the conclusion of the meeting.

- 23.3 The Annual Retirement Meeting shall be the meeting of the Trustees at which the accounts of the Trust are adopted.

Maximum Term

- 23.4 Subject to Articles 23.5 to 23.7, retiring Trustees may be reappointed but:

- (a) a Trustee appointed before 1 April 2019 shall serve for no more than twelve consecutive years; and
- (b) a Trustee appointed on or after 1 April 2019 shall serve for no more than nine consecutive years

and a Trustee who has served for the maximum term (as set out above) must then retire and take a break from office and may not be reappointed until the earlier of:

- i. the anniversary of the commencement of his or her break from office; and
- ii. the Annual Retirement Meeting following the Annual Retirement Meeting at which his or her break from office commenced.

- 23.5 A Trustee serving on the Adoption Date and who was appointed before 1 April 2008 may serve for thirteen consecutive years to allow him or her to complete the term he or she is currently serving as a Trustee.

- 23.6 Subject to Article 23.7, the Chair and Treasurer may each serve for twelve consecutive years to allow him or her to complete the term he or she is currently serving as Chair or Treasurer.

- 23.7 The Chair and Treasurer in office on the Adoption Date may each serve for sixteen consecutive years to allow him or her to complete the term he or she is currently serving as Chair or Treasurer.

- 23.8 If the retirement of a Trustee under Article 23.2 causes the number of Trustees to fall below the minimum number set out in Article 15 then the retiring Trustee shall remain in office until a new appointment is made.

Minimum age

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

General

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

24. Disqualification and removal of Trustees

The office of a Trustee shall be vacated if:-

- (a) he or she ceases to be a director by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a director; or
- (b) he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
- (c) he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- (d) the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office; or
- (e) he or she resigns his or her office by notice to the Trust (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
- (f) 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; or
- (g) he or she ceases to be a member of the Trust.

25. Trustees' expenses

The Trustees may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of the Board, committees of Trustees or general meetings or otherwise in connection with the discharge of their duties.

26. Proceedings of Trustees

Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.

27. Trustees to take decisions collectively

Any decision of the Trustees must be either:

- 27.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting; or
- 27.2 a unanimous decision taken in accordance with Article 33.

28. Calling a Trustees' meeting

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

- 28.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
- 28.2.1 all the Trustees agree; or
 - 28.2.2 urgent circumstances require shorter notice.
- 28.3 Notice of Trustees' meetings must be given to each Trustee.
- 28.4 Every notice calling a Trustees' meeting must specify:
- 28.4.1 the place, day and time of the meeting;
 - 28.4.2 the general nature of the business to be considered at such meeting; and
 - 28.4.3 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.
- 28.5 Notice of Trustees' meetings must be in Writing.
- 28.6 Article 44 (communications by the Trust) shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.
29. **Participation in Trustees' meetings**
- 29.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 29.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 29.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 29.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 29.3 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.
30. **Quorum for Trustees' meetings**
- 30.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 30.2 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 five, and unless otherwise fixed it is five.
- 30.3 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 to appoint further Trustees.

31. Chairing of Trustees' meetings

- 31.1 The Trustees shall appoint one of their number to be the Chair and may at any time remove him or her from that office.
- 31.2 Unless he or she is unwilling to do so, the Chair shall preside at every meeting of the Trustees at which he or she is present. But if there is no Chair or if the Chair is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chair of the meeting.

32. Casting vote

- 32.1 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.
- 32.2 Article 32.1 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.

33. Unanimous decisions without a meeting

- 33.1 A decision is taken in accordance with this Article when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a conflict of interest or duty which, under Article 34, results in them not being entitled to vote.
- 33.2 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.
- 33.3 A decision which is made in accordance with this Article 33 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:
 - 33.3.1 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;
 - 33.3.2 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 33.3;
 - 33.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
 - 33.3.4 the Recipient must prepare a minute of the decision in accordance with Article 40 (minutes).

34. Conflicts of interest

Declaration of interests

34.1 Unless Article 34.2 applies, a Trustee must declare the nature and extent of:

34.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Trust; and

34.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Trust or his or her duties to the Trust.

34.2 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

34.3 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 Trust, 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.

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

34.4.1 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 Trust and which is available generally to the beneficiaries of the Trust;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3(t);
- (c) payment under the indemnity set out at Article 48; and
- (d) reimbursement of expenses in accordance with Article 4(e); or

34.4.2 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 34.5.

34.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 34.5, he or she must:

34.5.1 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;

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

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

Continuing duties to the Trust

34.6 Where a Trustee 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:

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

34.6.2 the Trustee shall not be accountable to the Trust 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.

35. **Register of Trustees' interests**

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

36. **Treasurer**

(a) The Trustees shall appoint one of their number to be the Treasurer and may at any time remove him or her from that office;

37. **Secretary**

Subject to the provisions of the Companies Acts, the Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

38. **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.

39. **Trustee's discretion to make regulations**

The Board shall have power from time to time to make repeal or alter regulations as to the management of the Trust and the affairs thereof as to the duties of any officers or servants of the Trust and as to the conduct of business by the Board or any committee and as to any of the matters or things within the powers or under the control of the Board, provided that the same shall not be inconsistent with the Memorandum of Association or these Articles.

40. **Minutes**

The Trustees must cause minutes to be made:

- 40.1 of all appointments of officers made by the Trustees;
- 40.2 of all resolutions of the Trust and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 40.3 of all proceedings at meetings of the Trust 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 Trust, be sufficient evidence of the proceedings.

41. Records and Accounts

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:

- 41.1 annual reports;
- 41.2 annual returns or confirmation statements; and
- 41.3 annual statements of account.

42. Communications by the Trust

Methods of communication

- 42.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice) sent or supplied by the Trust under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Trust, including without limitation:
 - 42.1.1 in Hard Copy Form;
 - 42.1.2 in Electronic Form; or
 - 42.1.3 by making it available on a website.
- 42.2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).
- 42.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by

the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

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

Failed delivery

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

Exceptions

- 42.8 Copies of the Trust's annual accounts and reports need not be sent to a person for whom the Trust does not have a current Address.
- 42.9 Notices of general meetings need not be sent to a member who does not register an Address with the Trust, or who registers only a postal address outside the United Kingdom, or to a member for whom the Trust does not have a current Address.

43. Communications to the Trust

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

44. Irregularities

A meeting shall be validly held and a decision validly taken (including any decision made on a poll or by passing a written resolution) notwithstanding:

- 44.1 any accidental failure to give notice to one or more persons;
- 44.2 any of the persons present or voting not being entitled to do so; or
- 44.3 any business being considered which is not specified in the notice.

45. Exclusion of model articles

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

46. Indemnity

Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer of the Trust shall be indemnified out of the assets of the Trust against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

47. Winding-up

If upon the winding-up or dissolution of the Trust 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 Trust, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Trust, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Trust under or by virtue of Article 5 hereof, such institution or institutions to be determined by the members within three months of the members' resolution passed initiating the

winding-up failing which and if and in so far as effect cannot be given to such provision, then to such other charitable object as the Trustees shall resolve upon.

**Annex to the Articles of Association
of The Wordsworth Trust**

**Memorandum of Association
of The Wordsworth Trust
as at 1 October 2009**

THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
THE WORDSWORTH TRUST

We the several persons who Names, Addresses and Descriptions are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association

NAMES, ADDRESSES AND SIGNATURED OF SUBSCRIBERS

Guarantee

1. Signature:

Name: JOHN SPEDDING OBE DL £1

Address: Mirehouse, Keswick Cumbria CA12 4QE

Date: 20 September 1997

WITNESS as to the above signature:

Signature:

Name: Stephen Lloyd

Address: Cheapside House
138 Cheapside
London EC2V 6BB

Occupation: Solicitor

2. Signature:

Name: PROFESSOR JONATHAN WORDSWORTH £1

Address: St Catherine's College Oxford OX1 3UJ

Date: 20 September 1997

WITNESS to the above signature:

Signature:

Name: Stephen Lloyd

Address: Cheapside House
138 Cheapside
London EC2V 6BB

Occupation: Solicitor

3. Signature:

Name: PROFESSOR STEPHEN GILL

£1

Address: Lincoln College, Oxford OX1 3DR

Date: 20 September 1997

WITNESS to the above signature:

Signature:

Name: Stephen Lloyd

Address: Cheapside House
138 Cheapside
London EC2V 6BB

Occupation: Solicitor

4. Signature:

Name: THE RIGHT HON. SIR HENRY BROOKE

£1

Address: The Royal Courts of Justice
Strand
London WC2A 2AL

Date: 20 September 1997

WITNESS to the above signature:

Signature:

Name: Stephen Lloyd

Address: Cheapside House
138 Cheapside