

THE COMPANIES ACTS 1985 to 2006

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

ARTICLES OF ASSOCIATION

of

**ASSOCIATION FOR SPINAL INJURY RESEARCH
REHABILITATION AND REINTEGRATION**

Charity Number:	1075317
Company Number:	3744357
Date of Incorporation:	29 March 1999
New Articles Adopted:	special resolution dated 26 March 2014 as amended by special resolutions dated 17 September 2014 and 19 October 2023



BDB PITMANS

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26/10/2023

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AND REINTEGRATION**

DEFINITIONS AND INTERPRETATION

1 Definitions and Interpretation

- 1.1 In these Articles the following words and phrases shall have the following meanings unless the context otherwise requires:

Act	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
Articles	means these Articles of Association;
Aspire	means the Association for Spinal Injury Research Rehabilitation and Reintegration;
Charities Act	means the Charities Act 2011 including any statutory modification or re-enactment thereof for the time being in force;
Connected Person	means a business associate or member of the immediate family of a Trustee;
clear days	in relation to a period of notice means a 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;
Charity Commission	means the Charity Commission for England and Wales;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form	includes electronic means (for example, e-mail or fax) or any other means while in electronic form (for example, sending a disk through the post);

Member	means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;
Memorandum	means the memorandum of association of Aspire;
Model Articles	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (<i>SI 2008/3229</i>)
Objects	The objects of Aspire as set out and restricted specifically at in Article 4;
Ordinary Resolution	<p>means a resolution (of the Members or, if applicable, a class of the Members) that is passed:</p> <ul style="list-style-type: none"> (i) if a written resolution, by members representing a simple majority of the total voting rights of eligible members; (ii) on a show of hands at a meeting, by a simple majority of the votes cast by those entitled to vote; (iii) on a poll at a meeting, by members representing a simple majority of the total voting rights of members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance;
proxy notice	has the meaning given in Article 15;
Seal	means the common seal of Aspire;
Secretary	means any person appointed to perform the duties of the secretary of Aspire;
Special Resolution	<p>means a resolution (of the Members or, if applicable, a class of the Members) passed:</p> <ul style="list-style-type: none"> (i) if a written resolution, by members representing not less than 75% of the total voting rights of eligible members; (ii) on a show of hands at a meeting, by a majority not less than 75% of the votes cast by those entitled to vote; (iii) on a poll at a meeting, by members representing not less than 75% of the total voting rights of the members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance;
Trustee	means a director of Aspire and includes any person occupying the position of director, by whatever name called. The Trustees are charity trustees as defined in the Charities Act;

United Kingdom means the United Kingdom of Great Britain and Northern Ireland.

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.

- 1.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on Aspire.
- 1.3 All words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.
- 1.4 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of the Articles.
- 1.5 The Model Articles shall not apply to Aspire.

CHARITY DETAILS

2 Name

The name of the charity is Association for Spinal Injury Research Rehabilitation and Reintegration.

3 Registered Office

The registered office of Aspire is to be situated in England and Wales.

OBJECTS AND POWERS

4 Objects

Aspire's Objects are:

- 4.1 the relief of sickness and injury by supporting the charitable works of the Spinal Cord Injuries Unit at the Royal National Orthopaedic Hospital and of similar undertakings at other medical and research institutions both nationally and internationally;
- 4.2 the promotion and facilitation of research and the funding of research projects, into the causes treatment prevention and alleviation of spinal cord damage impairment or disease and into the rehabilitation and reintegration into society of persons with such damage impairment or disease and the publication of the useful results of such research;
- 4.3 the rehabilitation and reintegration into society of persons with spinal cord damage impairment or disease.

5 Powers

In furtherance of the Objects, but not further or otherwise, and in addition to any other powers it may have Aspire shall have power:

- 5.1 to foster and undertake research into any aspect of the Objects and its work and to disseminate and exchange the results of any such research;
- 5.2 to provide advice;
- 5.3 to publish or distribute information;
- 5.4 to cause to be written, printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents, films, recorded tapes or materials reproduced on electronic media;
- 5.5 to hold exhibitions, meetings, lectures, classes, seminars or courses either alone or with others;
- 5.6 to co-operate, including exchanging information and advice, and enter into arrangements with other bodies, international, national, local or otherwise;
- 5.7 to establish or support any charitable trusts, associations, companies, institutions or other bodies formed for any of the charitable purposes included in the Objects;
- 5.8 to acquire or merge with any other charity;
- 5.9 to enter into partnership, joint venture or other arrangement with any body with objects similar in whole or part to the Objects;
- 5.10 to affiliate to or accept affiliation from any body with objects similar in whole or part to the Objects;
- 5.11 to raise funds, provided that in doing so Aspire shall not undertake any substantial permanent taxable trading and shall comply with any relevant statutory regulations;
- 5.12 to accept any gift or transfer of money or any other property whether or not subject to any special trust;
- 5.13 to purchase or form trading companies alone or jointly with others;
- 5.14 to buy, take on lease or exchange, hire or otherwise acquire and hold any real or personal estate;
- 5.15 to maintain, alter or equip for use any real or personal estate;
- 5.16 to erect, maintain, improve, or alter any buildings for the time being belonging to Aspire;
- 5.17 subject to such consents as may be required by law to sell, lease or otherwise dispose of all or any part of the real or personal estate belonging to Aspire;

- 5.18 subject to such consents as may be required by law to borrow or raise money and to give security for loans or grants;
- 5.19 to make grants or loans of money and to give guarantees and become or give security for the performance of contracts;
- 5.20 to set aside funds for special purposes or as reserves against future expenditure in accordance with a written reserves policy;
- 5.21 to deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a financial expert (as defined in Article 5.22) and having regard to the suitability of investments and the need for diversification;
- 5.22 to delegate the management of investments to a financial expert but only on terms that:
 - 5.22.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 5.22.2 make provision for appropriate and regular reporting obligations to the Trustees or to a committee authorised by the Trustees to receive such reports in respect of all transactions and a requirement for the prompt reporting of all transactions over a specified amount;
 - 5.22.3 the performance of the investments is reviewed regularly with the Trustees;
 - 5.22.4 the Trustees shall be entitled to cancel the delegation arrangement at any time;
 - 5.22.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 5.22.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 5.22.7 the financial expert must not do anything outside the powers of the Trustees;

and **financial expert** means a person who is reasonably believed by the Trustees to be qualified to give advice in relation to investments by reason of his ability in and practical experience of financial and other matters relating to investments;
- 5.23 to arrange for investments or other property of Aspire to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Trustees or of a financial expert (as defined in Article 5.22) acting under their instructions and to pay any reasonable fee required;
- 5.24 to insure and arrange insurance cover of every kind and nature in respect of Aspire, its property and assets and take out other insurance policies to protect Aspire, its employees, volunteers or members as required;
- 5.25 to provide indemnity insurance to cover the liability of the Trustees or any other officer of Aspire:

- 5.25.1 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 he may be guilty in relation to Aspire but not extending to:
- (a) any liability resulting from conduct which the Trustees knew, or must reasonably be assumed to have known, was not in the interests of Aspire, or where the Trustees did not care whether such conduct was in the best interests of Aspire or not;
 - (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;
 - (c) any liability to pay a fine or regulatory penalty.
- 5.25.2 to make contributions to the assets of Aspire in accordance with the provisions of section 214 of the Insolvency Act 1986 but not extending to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of Aspire (or reckless failure to acquire that knowledge) that there was no reasonable prospect that Aspire would avoid going into insolvent liquidation;
- 5.26 to employ and pay any person or persons to supervise, organise, carry on the work of and advise Aspire provided that Aspire may only employ a Trustee to the extent permitted in Article 6 and subject to compliance with the conditions set out there;
- 5.27 to (by establishment of or maintenance of schemes or otherwise) provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any past or present employee of Aspire, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit;
- 5.28 to enter into contracts to provide services to or on behalf of other bodies;
- 5.29 to establish subsidiary companies to assist or act as agents for Aspire;
- 5.30 to act as trustee of any trust;
- 5.31 to make any charitable donation either in cash or assets;
- 5.32 to obtain any Act of Parliament or other order or authority or to promote, support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interests of Aspire;
- 5.33 to do all such other lawful things as are calculated to further the Objects, or any of them, or are necessary or incidental or conducive to doing so.

APPLICATION, PAYMENT OR DISTRIBUTION OF ASPIRE'S PROPERTY AND INCOME AND LIMITED LIABILITY OF MEMBERS

6 Application of Income and Property

6.1 The income and property of Aspire shall be applied solely towards the promotion of the Objects.

6.2 None of the income or property of Aspire may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to Members of Aspire. This does not prevent a Member who is not also a Trustee of Aspire receiving:

6.2.1 a benefit from Aspire in the capacity of a beneficiary of Aspire;

6.2.2 reasonable and proper remuneration for any goods or services rendered to Aspire;

6.2.3 interest on money lent to Aspire at a reasonable and proper rate not exceeding either 2% per annum below the base lending rate prescribed for the time being by a clearing bank in London selected by the Trustees or 3%, whichever is the greater;

6.2.4 reasonable and proper rent for premises demised or let to Aspire;

6.2.5 any premium in respect of insurance to cover any of the liabilities specified in Article 5.

A Member who is also a Trustee, or a Connected Person, may only receive a benefit, directly or indirectly, in accordance with Article 6.3 below.

6.3 A Trustee:

6.3.1 shall be entitled to be paid reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred when acting on behalf of Aspire;

6.3.2 may receive an indemnity from Aspire in accordance with Article 37;

6.3.3 may benefit from insurance cover, including indemnity insurance, purchased at the expense of Aspire in accordance with Article 5;

subject thereto, no Trustee may receive any payment or other material benefit, directly or indirectly, from Aspire unless:

6.3.4 the payment is expressly permitted in Article 6.4 below and the conditions set out in Article 6.6 are followed; or

6.3.5 the Trustees obtain the prior written approval of the Charity Commission .

6.4 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with Aspire to supply goods or services in return for a payment or other material benefit but only if:

6.4.1 the goods or services are actually required by Aspire;

- 6.4.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods and services and is set in accordance with the procedure in Article 7.1;
 - 6.4.3 no more than one half of the Trustees are subject to such a contract in any financial year.
- 6.5 A Trustee may directly or indirectly:
- 6.5.1 receive interest on money lent to Aspire at a reasonable and proper rate not exceeding either 2% per annum below the base lending rate prescribed for the time being by a clearing bank in London selected by the Trustees or 3%, whichever is the greater;
 - 6.5.2 receive reasonable and proper rent for premises demised or let to Aspire;
 - 6.5.3 and any company of which a Trustee has not more than a 1% shareholding may receive fees, remuneration or other benefit in money or money's worth.
- 6.6 The authority in Article 6.4 above is subject to the following conditions being satisfied:
- 6.6.1 the remuneration or other sums paid to or for the benefit of the Trustee do not exceed an amount which is reasonable in all the circumstances;
 - 6.6.2 prior to any payment being made to the Trustee or for his benefit (other than in his capacity as a beneficiary) an appropriate written contract is concluded between the Trustee (or relevant person) and Aspire containing the full details of his duties and obligations to Aspire the amount of remuneration payable to him and all other relevant terms and conditions and copies of all such contracts are retained by Aspire for inspection by any authorised person;
 - 6.6.3 the other Trustees are satisfied that it is in the interests of Aspire to contract with that Trustee (or relevant person) rather than with someone who is not a Trustee (or relevant person). In reaching that decision the Trustees shall balance the advantage of contracting with the Trustee (or relevant person) against the disadvantages of doing so (including the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interests);
 - 6.6.4 a majority of the Trustees then in office are not in receipt of such payments;
 - 6.6.5 the provisions of Article 7 below are observed in relation to any discussions of the Trustees concerning that Trustee's interest, his remuneration or any variation of his remuneration;

and, in this Article, where Article 6.4 applies in respect of a Trustee indirectly, a **relevant person** is a person (other than the Trustee) who proposes to enter into a contract with, lend money to or demise or let premises to Aspire under Articles 6.5.1 or 6.5.2 as the case may be.

7 Conflicts of Interests

- 7.1 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
- 7.1.1 declare an interest at or before discussion begins on the matter;
 - 7.1.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 7.1.3 not be counted in the quorum for that part of the meeting;
 - 7.1.4 withdraw during the vote and have no vote on the matter.
- 7.2 This Article may not be amended without the prior written consent of the Charity Commission.
- 7.3 For the avoidance of doubt a "personal interest" as referred to in Article 7.1 above may be direct or indirect and includes (but is not limited to) a personal financial interest, an interest in any transaction or arrangement with Aspire (whether proposed or already entered into) or a duty of loyalty owed to another organisation or person.
- 7.4 Article 7.1.2 to 7.1.4 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised in the Articles.
- 7.5 Subject to the provisions of the Companies Acts and these Articles (in particular Articles 6.3 and 6.4), and provided that he has disclosed to the board the nature and extent of any material interest of his, and that the other Trustees are satisfied that the transaction is advantageous to the Objects of Aspire, a Trustee notwithstanding his office:
- 7.5.1 may be a party to, or otherwise interested in, any transaction or arrangement with Aspire or in which Aspire is otherwise interested;
 - 7.5.2 may act by himself or his firm in a professional capacity for Aspire (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Trustee;
 - 7.5.3 may be a trustee or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by Aspire or in which Aspire is otherwise interested; and
 - 7.5.4 will not, by reason of his office, be accountable to Aspire for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement is liable to be avoided on the ground of any such interest or benefit.
- 7.6 For the purposes of Articles 7.1 and 7.5:
- 7.6.1 general notice given to the board that a Trustee is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested will be

deemed to be a disclosure that the Trustee has an interest in any such transaction of the nature and extent so specified; and

7.6.2 an interest of which a Trustee has no knowledge and of which it is unreasonable to expect him to have knowledge will not be treated as an interest of his.

7.7 If a conflict of interests arises for a Trustee, which may but need not be because of a duty of loyalty owed to another organisation or person, and the conflict is not authorised by virtue of any other provision in the Articles, then, on the matter being proposed to the Trustees, the unconflicted Trustees may authorise the conflict of interests (the **authorised conflict**) subject to the conditions in Article 7.8.

7.8 A conflict of interests may only be authorised under Article 7.7 if:

7.8.1 the unconflicted Trustees consider it is in the interests of Aspire to do so in the circumstances applying;

7.8.2 the procedures of Article 7.3 are followed in respect of the authorised conflict; and

7.8.3 the terms of Article 6 are complied with in respect of any direct or indirect benefit to the conflicted Trustee which may arise from the authorised conflict.

7.9 Where a conflict is authorised in accordance with Articles 7.7 and 7.8 above, the unconflicted Trustees, as they consider appropriate in the interests of Aspire, may set out any express terms of the authorisation, which may, but need not, include authorising the conflicted Trustee:

7.9.1 to disclose information confidential to Aspire to a third party; or

7.9.2 to refrain from taking any step required to remove the conflict,

and may impose conditions on the authorisation.

8 Limited Liability of Members

The liability of the Members is limited to £1, being the amount that each Member undertakes to contribute to the assets of Aspire in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for:

8.1 payment of the debts and liabilities of Aspire contracted before he ceases to be a Member,

8.2 payment of the costs, charges and expenses of winding up, and

8.3 adjustment of the rights of the contributories among themselves.

9 Surplus Assets

9.1 If on the winding-up or dissolution of Aspire there remains, after the satisfaction of all its debts and liabilities, any property whatever of Aspire (**Aspire's surplus assets**), the same shall not be paid to or distributed among the Members of Aspire, but shall be given or transferred in accordance with this Article.

- 9.2 The Members of Aspire may at any time before, and in expectation of, its dissolution resolve that Aspire's surplus assets shall on or before the dissolution of Aspire be applied or transferred in any of the following ways:
- 9.2.1 directly for one of more of the Objects;
 - 9.2.2 to any one or more charities for purposes which are similar to the Objects; or
 - 9.2.3 to any one or more charities for use for particular purposes falling within the Objects.
- 9.3 Subject to any such resolution of the Members of Aspire, the Trustees of Aspire may at any time before and in expectation of its dissolution resolve that Aspire's surplus assets shall on or before dissolution of Aspire be applied or transferred in any of the following ways:
- 9.3.1 directly for one of more of the Objects;
 - 9.3.2 to any one or more charities for purposes which are the same as or similar to the Objects; or
 - 9.3.3 to any one or more charities for use for particular purposes falling within the Objects.
- 9.4 In the event of no resolution being passed by the Members or the Trustees in accordance with this Article on the winding-up or dissolution of Aspire, Aspire's surplus assets shall be applied for charitable purposes as directed by the Court or the Charity Commission.
- 9.5 If Aspire is a trustee of any trusts at the time it is wound up or dissolved, Aspire shall procure the appointment of a new trustee or trustees of those trusts in the place of Aspire.

MEMBERSHIP

10 Members

- 10.1 The Members must all be Trustees.
- 10.2 Any Trustee shall, by agreeing to become a Trustee, agree to become a Member of Aspire and accordingly shall be admitted to membership of Aspire on his appointment as Trustee.
- 10.3 Membership of Aspire is open to any individual who or organisation which:
- 10.3.1 applies to Aspire in the form required by the Trustees; and
 - 10.3.2 is approved by the Trustees.
- 10.4 An application for membership may be approved or rejected by the Trustees and no application shall be admitted to membership of Aspire unless their application for membership has been approved by the Trustees.
- 10.5 Membership is not transferable.
- 10.6 Aspire shall maintain a register of Members.

11 Classes of Membership

The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.

12 Termination of Membership

Membership is terminated if:

- 12.1 the Member dies or, if it is an organisation, ceases to exist;
- 12.2 the Member retires by written notice to Aspire provided that after such retirement the number of Members is not less than three;
- 12.3 any sum due from the Member to Aspire has been wholly or partly outstanding for at least six months and Aspire serves notice in writing on the Member terminating the membership. In such circumstances the termination of membership shall take effect from the date and time when the notice is served;
- 12.4 the Member is removed from membership by a resolution of the Trustees that it is in the best interests of Aspire that his or her membership is terminated. Such a resolution may only be passed if:
 - 12.4.1 the Member has been given at least 14 clear days notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons for its proposal; and
 - 12.4.2 the Member or, at the option of the Member, the Member's representative, who need not be a Member of Aspire, has been permitted to make representations to the meeting.
- 12.5 The Member ceases to be a Trustee.

MEETINGS OF MEMBERS

13 General meetings

- 13.1 The Trustees may call general meetings.
- 13.2 On the requisition of Members pursuant to the Act the Trustees shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any Member may call a general meeting in accordance with the provisions of the Act.

14 Notice of General Meetings

- 14.1 General meetings shall be called by at least 14 clear days' notice.

- 14.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 90% of the total voting rights at that meeting of all the Members.
- 14.3 The notice shall specify the place, the day and the time of meeting, the general nature of the business to be transacted and a statement pursuant to the Act informing the Member of his rights regarding proxies.
- 14.4 Subject to the provisions of the Articles and to any restrictions imposed on any classes of membership, notice of general meeting shall be given in any manner authorised by these Articles to:
- 14.4.1 every Member except those Members who (having no registered address within the United Kingdom) have not supplied to Aspire an address within the United Kingdom for the giving of notices to them;
 - 14.4.2 the auditor for the time being of Aspire; and
 - 14.4.3 each Trustee.
- No other person shall be entitled to receive notice of general meetings.
- 14.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 14.6 A Member present at any meeting of Aspire either in person or by proxy shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

15 Proxies

- 15.1 A Member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of Aspire.
- 15.2 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
- 15.2.1 states the name and address of the Member appointing the proxy;
 - 15.2.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 15.2.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - 15.2.4 is delivered to Aspire in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 15.3 Aspire may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. In default of any other form of proxy notice being specified, the following form may be used:

"ASPIRE

.....

I/We,, of, being a member/members of the above-named company, hereby appoint of, or failing him, [..... of] [the Chairman of the meeting], as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the company to be held on [date], and at any adjournment thereof.

Signed on [insert date]"

- 15.4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions. In default of any other form of proxy notice being specified, the following form may be used for this purpose:

"ASPIRE

.....

I/We,, of, being a member/members of the above-named company, hereby appoint of, or failing him [..... of] [the Chairman of the meeting], as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the company, to be held on [date], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for *against [*vote withheld] [*discretionary]

Resolution No. 2 *for *against [*vote withheld] [*discretionary].

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on [insert date]".

- 15.5 Unless a proxy notice indicates otherwise, it must be treated as:

15.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

15.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

- 15.6 Proxy notices may:

15.6.1 in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting

or in any instrument of proxy sent out by Aspire in relation to the meeting not less than 48 hours (including any part of a day that is not a working day) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

15.6.2 in the case of an appointment in electronic form, where an address has been specified for the purpose of receiving documents in electronic form:

- (a) in the notice convening the meeting, or
- (b) in any instrument of proxy sent out by Aspire in relation to the meeting, or
- (c) in any invitation in electronic form to appoint a proxy issued by Aspire in relation to the meeting,

be received at such address not less than 48 hours before (including any part of a day that is not a working day) the time for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote;

15.6.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before (including any part of a day that is not a working day) the time appointed for the taking of the poll; or

15.6.4 in the case of a poll which is not taken forthwith but taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Secretary or to any Trustee;

and a proxy notice which is not deposited, delivered or received in a manner so permitted shall be invalid.

15.7 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to Aspire by or on behalf of that person.

15.8 An appointment under a proxy notice may be revoked by delivering to Aspire a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

15.9 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

16 Representation of Organisations at General Meetings

16.1 Where an organisation is a Member of Aspire, it may authorise any person to act as its representative at any meeting of Aspire. Such a representative shall, subject to Article 16.2, be entitled to exercise on behalf of the Member organisation the same powers as the organisation could exercise if it were an individual member of Aspire.

16.2 Written notice of the representative's authority shall be given to Aspire, failing which Aspire shall not be required to accept the right of the representative to exercise the organisation's

rights at meetings. Any such notice given to Aspire shall be conclusive evidence that the representative is entitled to represent the organisation and that his or her authority has not been revoked. Aspire shall not be required to consider whether the representative has been properly authorised by the organisation.

- 16.3 Aspire shall be entitled to regard the representative as eligible to represent the Member organisation until written notice to the contrary is received by Aspire.

17 Organisation at General Meetings

- 17.1 No business shall be transacted at any general meeting unless a quorum is present.

- 17.2 Three persons or one-half of the persons entitled to vote upon the business to be transacted (whichever is greater), each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.

- 17.3 There shall be a chairman of every general meeting:

17.3.1 The chairman, if any, of the Trustees shall chair every general meeting of Aspire.

17.3.2 In his absence the vice-chairman, if any, of the Trustees shall act as chairman.

17.3.3 If at any meeting neither the chairman nor the vice-chairman is present within ten minutes after the time appointed for the holding of the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting.

17.3.4 If there is only one Trustee present and willing to act, he shall chair the meeting.

17.3.5 If at any meeting no Trustee is willing to act as chairman or if no Trustee is present within ten minutes after the time appointed for the holding of the meeting, the Members present shall choose one of their number to chair the meeting.

- 17.4 If within thirty minutes from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting:

17.4.1 if convened on the requisition of Members, shall be dissolved;

17.4.2 in any other case, shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Trustees may determine.

- 17.5 In relation to adjournment of meetings:

17.5.1 the chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;

- 17.5.2 when a meeting is adjourned for thirty days or more, Aspire shall give at least seven clear days' notice of it to the same persons to whom notice of Aspire's general meetings is required to be given, and containing the same information which such notice is required to contain;
 - 17.5.3 otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 17.6 A person is able to exercise the right to speak at a general meeting when that person is in a position, during the meeting, to communicate to all those attending the meeting any information or opinions which that person has on the business of the meeting.
- 17.7 A person is able to exercise the right to vote at a general meeting when:
 - 17.7.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 17.7.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 17.8 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it (including, but not limited to, attending by means of video conference or any other suitable electronic means).
- 17.9 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 17.10 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

DECISIONS OF MEMBERS

18 Voting at General Meetings

- 18.1 A resolution put to the vote of a general meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.
- 18.2 Unless a poll is duly demanded, a declaration by the chairman and an entry to that effect in the minutes of proceedings of Aspire that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 18.3 In the case of an equality of votes, the chairman of the meeting shall be entitled to a second or casting vote.

19 Votes of Members

- 19.1 Every Member, whether an individual or organisation, shall have one vote.
- 19.2 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

20 Written Resolutions

- 20.1 Save for a resolution to remove a Trustee before the expiration of his period of office or to remove an auditor before the expiration of his term of office, any resolution of the Members may be proposed and passed as a written resolution in accordance with the Act.
- 20.2 A written resolution shall lapse if it is not passed before the end of 28 days beginning with the date on which the resolution is circulated in accordance with the Act.

TRUSTEES

21 Trustees

- 21.1 Unless otherwise determined by Ordinary Resolution the maximum number of Trustees shall be fifteen and the minimum number of Trustees shall be three.

22 Appointment of Trustees

- 22.1 Any person who is willing to act as a Trustee, and is permitted by law to do so, may be appointed to be a Trustee:
 - 22.1.1 by Ordinary Resolution, or
 - 22.1.2 by a simple majority of all the Trustees entitled to attend and vote at any meeting of the Trustees.
- 22.2 No appointment of a Trustee, whether by Aspire in general meeting or by the other Trustees, may be made which would cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.
- 22.3 Subject to Articles 23 and 24 a Trustee shall hold office until his retirement in accordance with Article 25.

23 Removal of Trustees

The Charity may by Ordinary Resolution of which special notice has been given to the Charity in accordance with the Act remove any Trustee before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Charity and such Trustee.

24 Disqualification or Vacation of Office of Trustees

The office of Trustee shall be vacated if:

- 24.1 the Trustee ceases to be a Trustee by virtue of any provision of the Act or becomes prohibited by law from being a Trustee;
- 24.2 the Trustee is disqualified from acting as a charity trustee by virtue of the Charities Act;
- 24.3 the Trustee becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 24.4 a registered medical practitioner who is treating the Trustee gives a written opinion to Aspire stating that the Trustee has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- 24.5 *by reason of the Trustee's mental health, a court makes an order which wholly or partly prevents the Trustee from personally exercising any powers or rights which he would otherwise have;*
- 24.6 the Trustee resigns his office by written notice to Aspire provided at least three Trustees remain in office after the resignation takes effect;
- 24.7 the Trustee is absent from three Trustees' meetings without leave and the Trustees resolve that the office be vacated;
- 24.8 the Trustee is directly or indirectly interested in any contract with Aspire and fails to declare the nature of his interest as required by the Act or the Articles;
- 24.9 so long as Aspire carries out any work with children, the Trustee is or becomes disqualified from working with children or is or becomes disqualified from acting as a trustee of a children's charity;
- 24.10 so long as Aspire carries out any work with vulnerable adults, the Trustee is or becomes disqualified from working with vulnerable people or is or becomes disqualified from acting as a trustee of a vulnerable adults' charity; or
- 24.11 the Trustee fails to agree to a reasonable request by the Trustees for a Disclosure and Barring Service (DBS) check (or equivalent).
- 24.12 The Trustee ceases to be a Member.

25 Retirement of Trustees

- 25.1 Each Trustee shall be appointed for a term of three years at the end of which they shall retire.
- 25.2 A person retiring from the office of Trustee shall be eligible for re-appointment but, where the retirement is at the end of a consecutive period of nine years or more in office, the Trustee shall not be eligible for re-appointment for a further and final consecutive term of three years unless approved by a unanimous vote of the Trustees.

- 25.3 From the adoption of these Articles, the existing Trustees shall decide their terms of office.

26 Powers and Duties of the Trustees

- 26.1 Subject to the provisions of the Act and the Articles and to any directions given by Special Resolution, the business of Aspire shall be managed by the Trustees who may exercise all the powers of Aspire.
- 26.2 No alteration of the Articles and no direction given by Special Resolution shall invalidate anything which the Trustees have done before the making of the alteration or the passing of the resolution.
- 26.3 A meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

27 Agents

The Trustees may, by power of attorney or otherwise, appoint any person or persons to be the agent or agents of Aspire for such purposes, with such powers, authorities and discretions (not exceeding those vested in the Trustees) and on such conditions as the Trustees determine, including authority for the agent or agents to delegate all or any of his or their powers, authorities and discretions, and may revoke or vary such delegation.

28 Proceedings and Decisions of the Trustees

- 28.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
- 28.2 The Trustees shall meet at least two times a year.
- 28.3 A meeting of the Trustees:
- 28.3.1 may be called by any Trustee; and
 - 28.3.2 shall, at the request of a Trustee, be called by the Secretary (if any).
- 28.4 Notice of any meeting of the Trustees must indicate:
- 28.4.1 its proposed date, time and subject matter;
 - 28.4.2 where it is to take place; 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 a meeting of the Trustees must be given to each Trustee, but need not be in writing.

- 28.6 Notice of a meeting of the Trustees need not be given to Trustees who waive their entitlement to notice of that meeting, which they may do by giving notice to that effect to Aspire seven days before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 28.7 Trustees are to be treated as having waived their entitlement to notice of a meeting if they have not supplied Aspire with the information necessary to ensure that they receive the notice before the meeting takes place.
- 28.8 Any Trustee may participate in a meeting of the Trustees by means of video conference, telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in such a meeting shall constitute presence in person at that meeting. Such a meeting will be deemed to take place where the largest group of those participating in the conference is assembled, or, if there is no such group, where the chairman of the meeting then is. The word **meeting** in these Articles is to be construed accordingly.
- 28.9 In relation to the quorum for a meeting of the Trustees:
- 28.9.1 no decision other than a decision to call a meeting of the Trustees or a general meeting shall be taken by the Trustees unless a quorum participates in the decision-making process;
- 28.9.2 the quorum for decision-making by the Trustees may be fixed from time to time by a decision of the Trustees, provided it shall not be less than three, and unless otherwise fixed it is three;
- 28.9.3 if the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision:
- (a) to appoint further Trustees, or
- (b) to call a general meeting so as to enable the Members to appoint further Trustees;
- 28.9.4 a Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 28.10 Questions arising at a meeting shall be decided by a majority of votes.
- 28.10.1 The Trustees may elect (and at any time remove from office) a chairman and vice-chairman from among their number and shall determine the period for which they are to hold office, although they shall always be eligible for re-election.
- 28.10.2 If at any meeting neither the chairman nor the vice-chairman is present within ten minutes after the time appointed for holding the same, or if there is no chairman or vice-chairman, the Trustees present shall choose one of their number to chair the meeting.

- 28.10.3 In the case of an equality of votes, the chairman shall have a second or casting vote. But this does not apply if, in accordance with the Articles, the chairman is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes. No Trustee in any other circumstances shall have more than one vote.
- 28.11 All acts done by any meeting of the Trustees or of a committee, or by any person acting as a Trustee, shall, notwithstanding that it be afterwards discovered that:
- 28.11.1 there was some defect in the appointment of any such Trustee or person acting as a Trustee, or
 - 28.11.2 they or any of them were disqualified, or
 - 28.11.3 they or any of them were not entitled to vote on the matter,
- be as valid as if every such person had been duly appointed and was qualified to be a Trustee.
- 28.12 A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of the Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held and may consist of several documents in like form each signed by one or more Trustees.
- 28.13 Subject to the Articles, the Trustees may make any rules which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to the Trustees.

29 Delegation by the Trustees

- 29.1 The Trustees may delegate any of their powers to any committee consisting of at least two persons of whom at least one or more is a Trustee.
- 29.2 The Trustees shall determine the terms of any delegation to such a committee and may impose conditions, including that:
- 29.2.1 the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate;
 - 29.2.2 no expenditure may be incurred on behalf of Aspire except in accordance with a budget previously agreed with the Trustees.
- 29.3 Subject to and in default of any other terms imposed by the Trustees:
- 29.3.1 the chairman and vice-chairman shall be ex-officio members of every committee appointed by the Trustees;
 - 29.3.2 the members of a committee may invite other persons to attend their meetings (without voting) for the purpose of giving advice or information;

- 29.3.3 the members of a committee may recommend to the Trustees, such additional persons, not being Trustees, as they think fit for appointment as members of that committee;
- 29.3.4 a committee may elect a chairman of its meetings; if no such chairman is elected, or, if at any meeting the chairman is not present within ten minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting;
- 29.3.5 a committee may meet and adjourn as it thinks proper;
- 29.3.6 questions arising at any meeting shall be determined by a majority of votes of the committee members present, and
- 29.3.7 in the case of an equality of votes the chairman of the committee shall have a second or casting vote;

and subject thereto committees to which the Trustees delegate any of their powers shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Trustees.

- 29.4 The terms of any delegation to a committee shall be recorded in the minute book.
- 29.5 The Trustees may revoke or alter a delegation.
- 29.6 All acts and proceedings of committees shall be reported to the Trustees fully and promptly.

30 Delegation of day to day management

- 30.1 The Trustees may delegate day to day management and administration of Aspire to a Chief Executive Officer and one or more managers.
- 30.2 In respect of the Chief Executive Officer and each manager the Trustees shall:
 - 30.2.1 provide a description of the role; and
 - 30.2.2 set the limits of delegated authority.
- 30.3 The managers shall report regularly and promptly to the Trustees on the activities undertaken in accordance with their role.

SECRETARY, MINUTES AND SEAL

31 Secretary

- 31.1 Subject to the provisions of the Act, any Secretary shall be appointed by the Trustees for such term at such remuneration and on such conditions as the Trustees may think fit. Any Secretary so appointed by the Trustees may be removed by them.

- 31.2 A Secretary who is also a Trustee may not be remunerated save as permitted in accordance with the Articles.

32 Minutes

- 32.1 The Trustees shall ensure that Aspire keeps records, in writing, comprising:
- 32.1.1 minutes of all proceedings at general meetings;
 - 32.1.2 copies of all resolutions of Members passed otherwise than at general meetings;
 - 32.1.3 details of appointments of officers made by the Trustees; and
 - 32.1.4 minutes of meetings of the Trustees and committees of the Trustees, including the names of the Trustees present at the meeting.
- 32.2 The Trustees shall ensure that the records comprising 32.1.1 and 32.1.2 above shall be kept for at least 10 years from the date of the meeting or resolution, as the case may be.

33 The Seal

- 33.1 The Trustees shall provide for the safe custody of the Seal (if any), which shall be used only by the authority of the Trustees or of a committee authorised by the Trustees on its behalf. The Trustees may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by at least one authorised person in the presence of a witness who attests the signature.
- 33.2 For the purposes of this Article, an authorised person is:
- 33.2.1 any Trustee;
 - 33.2.2 the Secretary (if any); or
 - 33.2.3 any person authorised by the Trustees for the purpose of signing documents to which the Seal is applied.

ACCOUNTS AND AUDIT

34 Accounts

- 34.1 The Trustees shall comply with the requirements of the Act and of the Charities Act for keeping financial records, the audit or other scrutiny of accounts (as required) and the preparation and transmission to the Registrar of Companies and the Charity Commission, as the case may be, of:
- 34.1.1 annual reports;
 - 34.1.2 annual returns; and

- 34.1.3 annual statements of account.
- 34.2 Accounting records relating to Aspire shall be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 34.3 The Trustees shall supply a copy of Aspire's latest available statement of account to any Trustee or Member on request, and within two months of the request to any other person who makes a written request and pays Aspire's reasonable costs of complying with the request.

35 Audit

Auditors shall be appointed and their duties regulated as required in accordance with the Act and the Charities Act.

COMMUNICATION

36 Means of Communication

- 36.1 Subject to the Articles, Aspire may deliver a notice or other document to a Member:
- 36.1.1 by delivering it by hand to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;
 - 36.1.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;
 - 36.1.3 by fax to a fax number notified by the Member in writing;
 - 36.1.4 in electronic form to an address notified by the Member in writing;
 - 36.1.5 by a website, the address of which shall be notified to the Member in writing; or
 - 36.1.6 by advertisement in at least two national newspapers.
- 36.2 This Article does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.
- 36.3 If a notice or document:
- 36.3.1 is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
 - 36.3.2 is sent by post or other delivery service in accordance with Article 36.1.2 above it is treated as being delivered:
 - (a) 24 hours after it was posted, if first class post was used; or

- (b) 48 hours after it was posted or given to delivery agents, if first class post was not used;
- 36.3.3 provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:
 - (a) properly addressed; and
 - (b) put into the postal system or given to delivery agents with postage or delivery paid.
- 36.3.4 is sent by fax, providing that Aspire can show that it was sent to the fax number provided by the Member, it is treated as being delivered at the time it was sent.
- 36.3.5 is sent in electronic form, providing that Aspire can show that it was sent to the electronic address provided by the Member, it is treated as being delivered at the time it was sent.
- 36.3.6 is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 36.4 If a notice is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

INDEMNITY

37 Indemnity

Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Trustee or other officer or employee of Aspire (other than any person (whether an officer or not) engaged by Aspire as auditor) shall be indemnified out of the assets of Aspire against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of Aspire, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act.

RULES AND BYELAWS

38 Rules or Byelaws

- 38.1 The Trustees may from time to time make such rules or byelaws as it may deem necessary or convenient for the proper conduct and management of Aspire or for the purpose of prescribing classes and conditions of membership of either Aspire or any group established to support Aspire. In particular but without prejudice to the generality of the above, they may by such rules or byelaws regulate:
 - 38.1.1 the rights and privileges of Members and the conditions of membership;

- 38.1.2 the conduct of Members in relation to one another and to Aspire's employees and volunteers;
 - 38.1.3 the setting aside of the whole or any part or parts of Aspire's premises at any particular time or times or for any particular purpose or purposes; and
 - 38.1.4 the procedure at general meetings and meetings of the Trustees and committees in so far as such procedure is not regulated by these Articles.
- 38.2 Aspire in general meeting shall have power by Special Resolution to alter or repeal the rules or byelaws and to make additions to them.
- 38.3 The Trustees shall adopt such means as they deem sufficient to bring to the notice of Members of Aspire all such rules or byelaws which, so long as they shall be in force, shall be binding on all Members of Aspire provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in the Articles.