

Company No: 03996448

Charity No: 1081300

A COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

THE MIGRAINE TRUST

(Adopted by Special Resolution passed on 13 July 2021)

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A company limited by guarantee not having a share capital

Articles of Association

of

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1 Name

1.1 The name of the company is The Migraine Trust (the "**Charity**").

1.2 The Charity may change its name by resolution of the Board.

2 Registered office

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

3 Objects

The objects for which the Charity is established (the "**Objects**") are:

3.1 To relieve sickness and preserve the health of sufferers of migraine, in particular but not exclusively by providing support services to sufferers of migraine;

3.2 To protect and promote the health of the public in particular by research into the nature, causes, diagnosis, prevention and treatment of migraine and to disseminate the useful results of such research;

3.3 To advance the education of health professionals and the public in the subject of migraine, in particular but not exclusively by raising awareness of migraine, its causes and effects amongst the same.

"**Migraine**" means migraines and other headaches, however caused.

4 Powers

The Charity has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular the Charity has the following powers:

4.1 to make grants and loans upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Charity as security for the performance of contracts entered into by any person as may be thought fit for or towards charitable purposes in any way connected with or calculated to further the Objects;

4.2 to organise meetings, lectures, conferences, broadcasts, courses of instruction or other activities;

4.3 to provide or procure the provision of counselling and guidance;

4.4 to promote or carry out research and to publish and distribute the useful results of such research;

- 4.5 to produce or help others to publish and distribute material in any form that may be deemed desirable for the promotion of the Objects or for the purpose of informing contributors and others of the needs or progress of the Charity;
- 4.6 to purchase, acquire and obtain interests in the copyright of or the right to perform, publish or show any material which can be used or adapted for the Objects;
- 4.7 to accept gifts on any terms;
- 4.8 to raise funds for the Charity;
- 4.9 to carry out trade in so far as either the trade is exercised in the course of carrying out the Objects or the trade is temporary and ancillary to the carrying out of the Objects or is otherwise permissible for a charity by law;
- 4.10 to operate bank accounts in the name of the Charity;
- 4.11 to acquire any property of any kind situated anywhere in the world for investment purposes whether involving liabilities or producing income or not and to appoint and pay professional investment managers who are authorised to carry on the requisite regulated activities under the provisions of the Financial Services and Markets Act 2000 and otherwise delegate the management of investments to proper and competent persons;
- 4.12 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property together with any rights or privileges which the Charity may think necessary;
- 4.13 to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use and to make planning applications, applications for consent under bylaws or building regulations and other like applications;
- 4.14 subject to any restrictions imposed by law, to exchange, sell, let, mortgage, charge, dispose of, turn to account, or otherwise deal with all or any of the property or assets of the Charity;
- 4.15 subject to any restrictions imposed by law, to borrow or raise money for the purposes of the Charity on such terms and on such security (if any) as the Trustees may think fit;
- 4.16 to employ, engage or retain the services of such persons as the Trustees think may be necessary or desirable on such terms as the Trustees think fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependents;
- 4.17 to appoint any person to hold any property as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such;
- 4.18 to pay the cost of any premium in respect of any insurance or indemnity to cover liability of the Board or any Trustee or any other officer (other than the Auditor) of the Charity which by virtue of any rule of law would otherwise attach to them, in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Charity provided that any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of that person and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal

prosecution brought against that person in their capacity as a Trustee or officer of the Charity;

- 4.19 to establish or support charitable trusts and to act as trustees of any charitable trust whether established by the Charity or otherwise;
- 4.20 to establish or promote the establishment of any artificial person;
- 4.21 to establish and own in whole or in part any Charity or other entity;
- 4.22 to co-operate with any person operating in furtherance of the Objects or similar charitable purposes;
- 4.23 to amalgamate with, acquire the assets of or in any other way to merge with any person (other than a natural person) which is charitable at law and has objects the same or similar to the Objects;
- 4.24 to pay the costs, charges and expenses of and incidental to the formation and registration of the Charity and its registration as a charity;
- 4.25 to do anything else within the law which promotes or helps to promote the Objects.

5 Benefits for Members and Trustees

The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members and no Trustee or Connected Person shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth at the expense of the Charity: Provided that nothing in this document shall prevent (and the Charity hereby specifically authorises) any payment or provision in good faith by the Charity:

- 5.1 of the usual charges for business done by any Trustee or Connected Person engaged in a profession or business when instructed by the Trustees to act in a professional or business capacity on its behalf: Provided that less than half of the Board (or their respective Connected Persons) benefit under this provision or under Article 5.2 at any one time and that a Trustee shall withdraw from any meeting at which his appointment or remuneration under this provision or that of his partner, firm or company or other Connected Person, is under discussion;
- 5.2 of reasonable and proper remuneration for services rendered (and/or goods supplied) to the Charity by any Member or Trustee or Connected Person
- 5.3 of interest on money lent by any Member or Trustee or Connected Person at a reasonable and proper rate;
- 5.4 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee or Connected Person may also be a member holding not more than 1/100th part of the issued capital of that company;
- 5.5 of reasonable and proper rent for premises demised or let by any member of the Charity or a Trustee or Connected Person;
- 5.6 to any Trustee or Connected Person of reasonable out-of-pocket expenses;
- 5.7 of reasonable and proper premiums in respect of trustee indemnity insurance, effected in accordance with Article 4.18 above;

- 5.8 subject to the consent of the Members where required under the CA 2006, of any other direct or indirect benefit to a Trustee or Connected Person which has been authorised by the Charity Commission;

and none of the above arrangements or transactions shall constitute a breach by a Trustee of his duty under section 175 of the CA 2006.

6 Limited Liability

The liability of the Members is limited.

7 The Board

- 7.1 The number of Trustees shall be not less than five and not more than fifteen individuals.
- 7.2 Those individuals who are Trustees at the date of the adoption of these Articles and whose details have been filed with Companies House shall continue to serve as Trustees until their respective terms of office shall expire.
- 7.3 Future Trustees shall be appointed by resolution of the Board. The Board may from time to time prescribe and vary criteria for the appointment of Trustees and, in selecting individuals for appointment as Trustees, the Board shall have regard to the skills, knowledge and experience needed for the effective administration of the Charity.
- 7.4 A Trustee shall hold office for a term of up to three years from the date of his or her appointment upon expiry of which he or she shall be eligible for reappointment for a second consecutive term of up to three years.
- 7.5 Other than the Chair, no Trustee having served two consecutive terms of office shall be reappointed for a further term until a period of at least one year has elapsed, save in exceptional circumstances and only where the Board (not including the Trustee whose reappointment is under consideration) has resolved by a 75% majority that such Trustee should be reappointed for a further term not exceeding three years.
- 7.6 Notwithstanding Article 7.5, a Trustee whose second or third term of office is due to expire within one year of the date of adoption of these Articles may be reappointed for one further term not exceeding three years, following which he or she shall become ineligible for reappointment until a period of at least one year has elapsed.
- 7.7 Pursuant to Article 17.2, a person validly appointed by the Board as a Trustee shall upon receipt by the Charity of written consent from such person to become a member, be admitted as a Member of the Charity.
- 7.8 Except to the extent permitted by the Articles, no Trustee shall take or hold any interest in property belonging to the Charity or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Charity is a party.
- 7.9 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 (or its committees or sub-committees) or general meetings or otherwise in connection with the discharge of their duties.

8 Chair

- 8.1** The Board shall from time to time appoint one of their number as Chair of their meetings and may at any time remove the person so appointed from that office.
- 8.2** Notwithstanding Article **Error! Reference source not found.**, a person who has been appointed as Chair may continue to serve as a Trustee for as long as he or she remains in the office of Chair provided always that no person shall remain in the office of Chair for a period exceeding 12 years.

9 Removal of Trustees

A Trustee shall cease to hold office if:

- 9.1** he is removed from office by way of a resolution of not less than 75% of the Trustees entitled to attend and vote at a Board meeting; or
- 9.2** he is absent without the permission of the Board from three consecutive Board meetings and the Board resolve that his office be vacated.

10 Termination of office

A Trustee's term of office automatically terminates if:

- 10.1** The person in question ceases to be a Trustee by virtue of any provision in the Statutes or is disqualified from acting as a Trustee by virtue of section 178 of the Charities Act 2011 or is otherwise prohibited by law from being a Trustee;
- 10.2** a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that that person has become physically or mentally incapable of acting as a trustee and may remain so for more than three months.or
- 10.3** he resigns his office by notice to the Charity (but only if, pursuant to article 11.3, a quorum of Trustees will remain in office when the notice or resignation is to take effect);
- 10.4** in the case of a Trustee who is also a Member, the Trustee ceases to be a Member of the Charity.

11 Proceedings of Board

- 11.1** The Trustees shall hold such meetings as they consider necessary to discharge their responsibilities.
- 11.2** Notice of a Board meeting shall be deemed to be properly given to a Trustee if it is given to him personally or by word of mouth or sent to him in hard copy form at his last known address or any other address given by him to the Charity for this purpose or sent in electronic form to him at an address given by him to the Charity for this purpose.
- 11.3** The quorum for the transaction of the business of the Board may be fixed by the Board but shall not be less than three.
- 11.4** The Chair or if the Chair is unable (or unwilling) to do so some other Trustee chosen by the Trustees present shall preside at each meeting.
- 11.5** Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.

- 11.6** The Board may act notwithstanding any vacancies but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a general meeting.
- 11.7** A meeting of the Trustees (and of any Committee of the Board) may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.
- 11.8** Instead of taking a decision at a meeting of the Trustees, a decision of the Trustees can be taken when all eligible Trustees indicate to each other by any means that they share a common view on a matter provided that the eligible Trustees taking such a decision would have formed a quorum had a meeting of the Trustees been held. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in writing (including email). Otherwise, such a decision must be recorded in writing and signed by the Chair to confirm that agreement of all eligible Trustees has been obtained. References in this Article to "**eligible Trustees**" are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.

12 Powers of the Board

- 12.1** The business of the Charity shall be managed by the Board who may exercise all the powers of the Charity and do on behalf of the Charity all such acts as may be exercised and done by the Charity unless they are subject to any restrictions imposed by the Statutes, the Articles or any special resolution of the Members.
- 12.2** No alteration to the Articles and no such special resolution of the Members shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that special resolution had not been passed.
- 12.3** A meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.
- 12.4** The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.
- 12.5** The Board shall have power from time to time to make, repeal and alter rules or regulations for the proper conduct and management of the Charity, any committee and any other matters arising under the Articles provided that no such rule or regulation shall have the effect of altering any provision of these Articles.

13 Committees of the Board

The Board may delegate any of its powers or the implementation of any of its resolutions to any committee provided that:

- 13.1** the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to co-opt persons up to a specified number);
- 13.2** the composition of any such committee shall be entirely in the discretion of the Board and may comprise such of their number (if any) as the resolution may specify; and

- 13.3** the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary.

14 Saving provisions

All acts done by a meeting of the Board, or a committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or member of the committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee or a member of the committee (as the case may be) and had been entitled to vote.

15 Conflicts of interest

- 15.1** A Trustee must declare the nature and extent of any interest direct or indirect, whether personal or by virtue of a duty of loyalty or otherwise, which that Trustee has in a proposed transaction or arrangement with the Charity before that transaction or arrangement is entered into or which the Trustee has in any existing transaction or arrangement already entered into by the Charity which has not been previously declared. That Trustee shall:

15.1.1 provide sufficient information to the other Trustees to enable them to properly debate the matter;

15.1.2 be absent from that part of the meeting at which the matter is discussed;

15.1.3 shall not be counted in the quorum for that part of the meeting; and

15.1.4 shall have no vote on the matter.

- 15.2** In accordance with the requirements set out in Articles 15.3 to 15.5.2 inclusive, the Trustees may authorise any matter proposed to them by any Trustee which would, if not authorised, constitute a breach of the duty to avoid conflicts of interests under section 175 of the CA 2006 ('Conflict').

- 15.3** Any authorisation under Article 15.2 will be effective only if:

15.3.1 the matter in question shall have been proposed by any Trustee for consideration at a meeting of Trustees in the same way that any other matter may be proposed to the Trustees under the provisions of these Articles or in such other manner as the Trustees may determine;

15.3.2 any requirement as to the quorum at the meeting of the Trustees at which the matter is considered is met without counting the Trustee in question and the Trustee concerned shall be absent from that part of the meeting at which the matter is discussed;

15.3.3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted; and

15.3.4 the Trustees, other than the Trustee concerned, consider that it is in the interests of the Charity to authorise the Conflict.

- 15.4** Any authorisation of a Conflict under Article 15.2 may (whether at the time of giving the authorisation or subsequently):
- 15.4.1** extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
 - 15.4.2** be subject to such terms and for such duration, or impose such limits or conditions as the Trustees may in their absolute discretion determine; and
 - 15.4.3** be terminated or varied by the Trustees at any time. This will not affect anything done by the Trustee prior to such termination or variation in accordance with the terms of the authorisation.
- 15.5** In authorising a Conflict the Trustees may decide (whether at the time of giving the authorisation or subsequently) that if a Trustee has obtained any information through his involvement in the Conflict otherwise than as a Trustee of the Charity and in respect of which he owes a duty of confidentiality to another person the Trustee is under no obligation to:
- 15.5.1** disclose such information to the Trustees or to any Trustee or other officer or employee of the Charity; nor
 - 15.5.2** use or apply any such information in performing his duties as a Trustee, where to do so would amount to a breach of that confidence.
- 15.6** Where the Trustees authorise a Conflict:
- 15.6.1** the Trustee will be obliged to conduct himself in accordance with any terms imposed by the Trustees in relation to the Conflict;
 - 15.6.2** the Trustee will not infringe any duty he owes to the Charity by virtue of sections 171 to 177 of the CA 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the Trustees impose in respect of its authorisation; and
 - 15.6.3** neither the Trustee nor any Connected Person may receive any direct or indirect benefit as a result of the authorised Conflict other than a benefit which is authorised under Article 5.

16 Officers

The Board:

- 16.1** shall have power from time to time to appoint a President who shall be entitled to attend Board meetings and general meetings of the Charity but who shall not be entitled to vote;
- 16.2** may appoint such persons as they see fit as Vice-Presidents of the Charity;
- 16.3** may appoint a Secretary. If no Secretary is appointed, the duties of the Secretary shall be carried out by one of the Trustees or such other person as is duly appointed by the Board to carry out those duties;
- 16.4** may appoint or engage a Treasurer, a deputy Company Secretary and such other officers as they shall see fit;

and any such appointment or engagement under this Article may be made for the purpose of discharging such duties and upon such terms as the Board determines and the Board may dismiss any officer so appointed or engaged.

17 Membership

- 17.1** The Charity must maintain a Register of Members as required by the CA 2006.
- 17.2** The Members shall be the Trustees from time to time.
- 17.3** Every person appointed as a Member shall provide written consent to be a Member.
- 17.4** Membership shall not be transferrable and a Member shall cease to be a Member if he ceases to be a Trustee for whatever reason.
- 17.5** The Board may from time to time resolve upon the creation of other classes of members (including honorary members) provided that the rights of such other classes of members do not extend to voting at general meetings. Such categories of membership shall be called by such names and have such rights, privileges, duties and obligations (except the right to vote at general meetings) and membership in such categories may be terminated in such manner as may be specified in the resolution.

18 General meetings

- 18.1** The Board may call general meetings. General meetings may also be called on the requisition of Members pursuant to the provisions of the Statutes.
- 18.2** If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee may call a general meeting.

19 Notice of general meetings

- 19.1** All general meetings shall be called by at least 14 clear days' notice but may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting being a majority together holding not less than 90% of the total voting rights.
- 19.2** The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted and a statement pursuant to the Act informing Members of their rights regarding proxies. The notice shall be given to all Members, Trustees and the Auditor.

20 Proceedings at general meetings

- 20.1** No business other than the appointment of the chair of the meeting shall be transacted at any general meeting unless a quorum is present. Two persons present in person or by proxy and entitled to vote upon the business to be transacted, each being a Member shall constitute a quorum.
- 20.2** If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the chair of the meeting may determine.
- 20.3** The Chair, if any, of the Board or in his absence some other Trustee nominated by the Board shall preside as chair of the meeting, but if neither the Chair nor such Trustee (if any) be present within fifteen minutes after the time appointed for

holding the meeting and willing to act, the Trustees present shall elect one of their number to be chair of the meeting and, if there is only one Trustee present and willing to act, he shall be chair of the meeting.

20.4 In relation to the adjournment of meetings:

20.4.1 the chair of the meeting may, with the consent of a 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 business left unfinished at the meeting from which the adjournment took place;

20.4.2 when a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given in any manner in which notice of a meeting may lawfully be given and containing such information which such notice is required to contain;

20.4.3 otherwise it shall not be necessary to give any notice of an adjournment of the business at an adjourned meeting.

21 Voting at general meetings

21.1 No Member shall debate or vote (whether in person or by proxy) on any matter in which he is personally interested without the permission of the majority of the persons present and voting.

21.2 A resolution put to the vote of a 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 by:

21.2.1 the chair of the meeting; or

21.2.2 at least two Members present in person or by proxy and having the right to vote at the meeting.

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

21.4 Every Member shall have one vote. In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a casting vote in addition to any other vote he may have.

22 Participation in general meetings

22.1 At the absolute discretion of the Board and subject to notification being given to the Charity, a person entitled to be present at a general meeting may participate by means of electronic communications whereby all persons participating in the meeting can understand and communicate with each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

22.2 Such a meeting shall be deemed to take place where it is convened to be held or where the largest group of those participating is assembled, or if there is no such

group, where the chair of the meeting is. The word "meeting" in these Articles shall be construed accordingly.

23 Written resolutions

- 23.1** A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been circulated to every eligible Member and a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Members have signified their agreement.
- 23.2** Neither a resolution removing a Trustee before the expiration of his period of office nor a resolution removing an auditor before the expiration of his term of office can be passed as a written resolution.

24 Proxies

- 24.1** Any Member entitled to attend and vote at any meeting of the Charity shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and to speak and to vote (by show of hands or poll) at a general meeting in their place.
- 24.2** The appointment of a proxy and any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy shall be in such form as the Board may in their absolute discretion direct.
- 24.3** An appointment of a proxy may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person whom or on whose behalf the proxy notice was given.
- 24.4** A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or the adjourned meeting to which it relates.

25 Records, accounts and minutes

- 25.1** The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 25.1.1** annual reports;
 - 25.1.2** annual returns; and
 - 25.1.3** annual statements of account.
- 25.2** The Trustees must keep proper records of:
- 25.2.1** all proceedings at their meetings;
 - 25.2.2** all reports of committees and sub-committees; and
 - 25.2.3** all professional advice obtained.

- 25.3** A copy of the Charity's latest available statement of accounts must be supplied on request to any Trustee, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

26 The seal

The seal (if any) shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. 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 a Trustee and by the Secretary or by a second Trustee.

27 Bank accounts

Any bank account in which any part of the assets of the Charity is deposited shall indicate the name of the Charity.

28 Means of communication

- 28.1** Notwithstanding anything to the contrary in these Articles, any notice or other document or information sent or supplied by or to the Charity (whether authorised or required to be sent or supplied by the Statutes or otherwise) to or by a Member, or to or by any person entitled to enjoy or exercise all or any specified rights of a member in relation to the Charity, may be sent or supplied in any way in which the CA 2006 provides for documents or information to be sent or supplied by or to the Charity for the purposes of the Statutes.

- 28.2** Subject to first obtaining consent of Members, the Charity may supply any document or information to the Members via a website.

- 28.3** A notice or other document or information sent in electronic form shall not be treated as received by the Charity if it is rejected by computer virus protection arrangements.

- 28.4** A Member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

- 28.5** Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

28.5.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

28.5.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

28.5.3 if properly addressed and sent or supplied by electronic means, 24 hours after the document or information was sent or supplied; and

28.5.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is

deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a working day.

- 28.6** The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by a person entitled to receive a notice shall not invalidate the proceedings of that meeting.

29 Indemnity

- 29.1** Subject to the provisions of the Statutes but without prejudice to any indemnity to which a Trustee may otherwise be entitled every Trustee or other officer of the Charity may be indemnified out of the assets of the Charity against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity, and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto.
- 29.2** The Board shall have power to resolve pursuant to Article 4.18 to effect indemnity insurance for any relevant officer notwithstanding their interest in such policy.

30 Dissolution

- 30.1** Every Member undertakes to contribute such amount as may be required (not exceeding £1.00) to the Charity's assets if it should be wound up while he or she is a Member or within one year afterwards, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 30.2** If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any money or property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to or including the Objects and which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Article 5 above, chosen by the Members at or before the time of dissolution and if that cannot be done then to some other charitable object.
- 30.3** Nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with Section 7 of the Charities and Trustee Investment (Scotland) Act 2005.

31 Advisory Council

- 31.1** The Board may at its discretion establish, and appoint any persons to serve on, an Advisory Council on such terms as it thinks fit. The Board may also remove any member of the Advisory Council.
- 31.2** The Advisory Council shall consider and provide advice to the Board on matters referred to it from time to time by the Board.

32 Patrons

The Board may in its discretion appoint a Patron of the Charity (and may remove any Patron) on such terms as they think fit. A Patron may be invited to attend Board meetings and general meetings of the Charity but shall not have a vote.

33 Interpretation

33.1 In these Articles:

"Advisory Council"	means the committee of advisers to the Board appointed in accordance with Article 31;
"Articles"	means these Articles of Association of the Charity;
"Auditor"	means a person appointed to conduct an examination and verification of the Charity's accounts and includes a reporting accountant appointed in accordance with the Statutes;
"Board"	means the board of trustees of the Charity who are directors of the Charity for the purposes of the Companies Act and the charity trustees for the purposes of Section 177 of the Charities Act 2011;
"CA 2006"	means the Companies Act 2006;
"Chair"	means the Chair of the Board appointed from time to time;
"Charity"	means the above-named Company;
"Charity Commission"	means the Charity Commission for England and Wales (or such other organisation as replaces it or is given authority to act as regulator for charities in England and Wales);
"clear days"	in relation to the period of a notice means the 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;
"Companies Acts"	means the Companies Acts (as defined in section 2 of the Companies Act 2006) in so far as they apply to the Charity.
"Connected Person"	means a person connected with a Trustee as set out in section 118 of the Charities Act 2011;
"electronic communication"	means the same as in the CA 2006;
"electronic form" and "electronic means"	have the meanings respectively prescribed to them in the CA 2006;
"hard copy"	has the meaning in section 1168(2) of the CA 2006;

"Members"	means the members of the Charity who, pursuant to article 17.2, are the Trustees of the Charity from time to time;
"Memorandum"	means the Memorandum of Association of the Charity;
"Model Articles"	means the model articles for private companies limited by guarantee contained in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of these Articles;
"month"	means a calendar month;
"seal"	means the common seal of the Charity if it has one;
"Secretary"	means the Company Secretary of the Charity or any other person appointed to perform the duties of the Company Secretary of the Charity;
"Statutes"	means the Companies Acts and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Companies Acts;
"Trustee"	means a member of the Board;
"United Kingdom"	means Great Britain and Northern Ireland.

33.2 Any reference to:

- 33.2.1 a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it;
- 33.2.2 the singular includes the plural and vice versa and the masculine includes the feminine and the neuter genders and vice versa; and
- 33.2.3 a *person* includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, government or state agencies, local authorities, public bodies, foundations and trusts (in each case whether or not having separate legal personality);

33.3 Subject to the preceding provisions of this article and unless the context requires otherwise, words or expressions defined in the Statutes (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Charity) shall bear the same meaning in the Articles.

The Model Articles shall not apply to the Charity and are hereby excluded in their entirety.