

# Articles of Association

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## British Youth Music Theatre

The Companies Acts 1985, 1989 and 2006

Company Limited by Guarantee and not having a Share Capital

as adopted 9 November 2022

following Charity Commission consent

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## British Youth Music Theatre

### Articles of Association

The Companies Acts 1985 and 2006

Company Limited by Guarantee and not having a Share Capital

#### Charitable objects

1. The Charity's objects ('Objects') are specifically restricted to the following: To promote maintain improve and advance the education and training principally but not exclusively of children and young persons by their participation and involvement with all aspects of the performance of educational musical productions including theatre dance drama music singing literature sculpture and painting and the encouragement of the arts generally.

#### Liability of Members

2. The liability of the Members is limited to a sum not exceeding £1.00, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for:
  - 2.1 payment of the Charity's debts and liabilities incurred before they cease to be a Member;
  - 2.2 payment of the costs, charges and expenses of winding up; and
  - 2.3 adjustment of the rights of the contributories among themselves.

#### Powers

3. 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 power:
  - 3.1 to raise funds. In doing so, the Charity must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
  - 3.2 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
  - 3.3 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 117 and 122 of the Charities Act 2011.
  - 3.4 to borrow money and to charge the whole or any part of the property belonging to the charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Charity must comply as appropriate with sections 124 - 126 of the Charities Act 2011 if it wishes to mortgage land;
  - 3.5 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
  - 3.6 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;

- 3.7 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other Charity;
- 3.8 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 3.9 to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Trustee only to the extent it is permitted to do so by Article 28 and provided it complies with the conditions in that Article;
- 3.10 to:
  - 3.10.1 deposit or invest funds;
  - 3.10.2 employ a professional fund-manager; and
  - 3.10.3 arrange for the investments or other property of the Charity to be held in the name of a nominee; in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 3.11 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- 3.12 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity.

#### Application of income and property

- 4. The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 5. A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- 6. A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 7. A Trustee may receive an indemnity from the charity in the circumstances specified in Article 77.
- 8. A Trustee may not receive any other benefit or payment unless it is authorised by Article 30.
- 9. Subject to Article 28, none of the income or property of the charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member. This does not prevent a Member who is not also a Trustee receiving:
  - 9.1 a benefit from the charity in the capacity of a beneficiary of the charity;.
  - 9.2 reasonable and proper remuneration for any goods or services supplied to the charity

## Members

10. As to persons becoming Members:
  - 10.1 the subscribers to the Memorandum and such other persons as are admitted to membership in accordance with the Articles shall be Members subject to their ceasing to be Members in accordance with Article 12;
  - 10.2 no person (other than the subscribers) shall be admitted as a Member other than a Trustee; and
  - 10.3 every person who wishes to become a Member shall deliver to the Company their consent in hard copy or electronic form to become a Member in such form as the Board of Trustees may require.
11. The number of Members shall not be less than FOUR and not more than FIFTEEN.
12. As to a person ceasing to be a Member:
  - 12.1 a person shall cease to be a Member when they cease to be a Trustee and their name shall be removed from the Register of Members;
  - 12.2 no Member may withdraw from membership except on ceasing to be a Trustee (see Article 35 below); and
  - 12.3 Membership shall not be transferable.

## General Meetings of the Members

13. All Members meetings shall be called General Meetings.
14. A General Meeting:
  - 14.1 may be convened whenever the Board of Trustees sees fit; or
  - 14.2 shall be convened by the Board of Trustees if requisitioned in writing to the Secretary by Members holding not less than one-tenth of the total voting rights of all Members; or
  - 14.3 may be convened by the requisitioners if the Board of Trustees has not within 21 days from receipt of a requisition giving notice to convene the meeting.

## Notice of General Meetings

15. As to notice of General Meetings:
  - 15.1 all General Meetings shall be called by at least 14 clear days' notice but may be called by shorter notice if agreed by a majority in number of Members having a right to attend and vote at a meeting of the Members who together hold not less than 90 per cent of the total voting rights;
  - 15.2 the notice shall specify the time, the date and place of the meeting and the general nature of the business to be transacted;
  - 15.3 the notice shall be given to all the Members and to the auditors;

- 15.4 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.
16. See Articles 72 to 76 below for further provisions relating to sending notices and documents.

### Proceedings at General Meetings

17. The quorum for a General Meeting is THREE and no business shall be transacted at any meeting unless a quorum is present.
18. A Member shall not be counted in the quorum on any matter on which they are not entitled to vote.
19. Except where the Companies Acts provide that a special resolution is required, every issue is decided by a simple majority of the votes cast.
20. A Member may appoint another person as his proxy to exercise all or any of their rights and to speak and vote at General Meetings.

### Chairman of a General Meeting

21. The Chairman of Trustees shall normally preside as Chairman at a General Meeting but, if they are unable or unwilling to do so, a Member elected by those present shall preside.

### Adjournment of a General Meeting

22. A General Meeting shall be adjourned to such other time and place within the next 14 days as the Chairman thinks fit if:
- 22.1 the Chairman wishes to adjourn with the consent of the meeting; or
- 22.2 the Chairman is directed to adjourn by the Members at a meeting;
- and no business shall be transacted at the adjourned meeting except business which was to be transacted at the original meeting.
23. If the meeting is adjourned for seven days or more, notice shall be given specifying the time and place of the adjourned meeting.

### Written resolutions of Members

24. Subject to the provisions of the Companies Acts the Company may pass a resolution in writing providing the requisite number of eligible Members have consented to the resolution and the following provisions shall apply:
- 24.1 an eligible Member is one who would be entitled to attend and vote on the resolution at a meeting held on the date on which the resolution is circulated;
- 24.2 the requisite number of eligible Members is:
- 24.2.1 in the case of an ordinary resolution, a simple majority of the total voting rights of eligible Members;

- 24.2.2 in the case of a special resolution, a majority of not less than 75% of the total voting rights of eligible Members;
- 24.3 a proposed written resolution shall lapse if it is not passed before the deadline set out in a statement accompanying the written resolution and in the absence of such statement, shall lapse 56 days after the circulation date;
- 24.4 a Member has agreed to a written resolution where the Company receives from them in hard copy or electronic form (or from someone acting on his behalf) an authenticated document as defined in Article 24.5 that:
  - 24.4.1 identifies the resolution to which it relates; and
  - 24.4.2 indicates the Member's agreement to the resolution;
- 24.5 an authenticated document is one which:
  - 24.5.1 if in hard copy, has been signed by the Member sending or supplying it; or
  - 24.5.2 if in electronic form, is accompanied by a statement of identity of the Member sending or supplying it and the Company has no reason to doubt the truth of that statement.

### Appointment of Trustees

- 25. The number of Trustees shall be not less than FOUR and not more than FIFTEEN competent persons being co-opted Trustees.
- 26. The Board of Trustees may appoint to the Board by a simple majority vote such persons as they consider suitable to be co-opted Trustees.
- 27. Every person wishing to become a Trustee may be required to sign a declaration of acceptance and of willingness to act as a Trustee, and also consent to become a Member, in the form prescribed by the Board of Trustees from time to time.

### Benefits and payments to Trustees and connected persons

- 28. No Trustee or connected person may:
  - 28.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
  - 28.2 sell goods, services, or any interest in land to the Charity;
  - 28.3 be employed by, or receive any remuneration from, the Charity;
  - 28.4 receive any other financial benefit from the Charity;

unless the payment is permitted by Article 29 or authorised by the court or the prior written consent of the Charity Commission has been obtained.

In this Article a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

### Scope and powers permitting Trustees' or connected persons' benefits

- 29.

- 29.1 A Trustee or connected person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way.
- 29.2 A Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- 29.3 Subject to Article 30 a Trustee or connected person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or connected person.
- 29.4 A Trustee or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 29.5 A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

#### Payment for supply of goods only – controls

- 30. The Charity and its Trustees may only rely upon the authority provided by Article 29.3 if each of the following conditions is satisfied:
  - 30.1 the amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity or its Trustees (as the case may be) and the Trustee or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Charity.
  - 30.2 the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
  - 30.3 the other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so.
  - 30.4 the supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with them with regard to the supply of goods to the Charity.
  - 30.5 the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.
  - 30.6 the reason for their decision is recorded by the Trustees in the minute book.
  - 30.7 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 19.
- 31. In Articles 29 and 30:



- 31.1 'Charity' includes any company in which the Charity:
- 31.1.1 holds more than 50% of the shares;
  - 31.1.2 controls more than 50% of the voting rights attached to the shares; or
  - 31.1.3 has the right to appoint one or more Trustees to the board of the company.
- 31.2 'connected person' includes any person within the definition in Article 80 'Interpretation'.

### **Declaration of Trustees' interests**

32. A Trustee must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Trustee must absent themselves from any discussions of the Trustees in which it is possible that a conflict will arise between the interested Trustee's duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

### **Conflicts of interests and conflicts of loyalties**

33. If a conflict of interests arises for a Trustee 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, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:
- 33.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
  - 33.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
  - 33.3 the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.

In this Article 33 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

### **Qualifications and disqualification of Trustees**

34. No person shall take office as a Trustee:
- 34.1 unless they are a natural person, and not a body corporate;
  - 34.2 unless they are aged 18 or over;
  - 34.3 if they are employed by the Company;
  - 34.4 in circumstances such that, had they already been a Trustee, their term of office would be terminated under Article 35;
- but a person may be a Trustee notwithstanding any benefit granted in accordance with the provisions of the Articles.
35. A Trustee's term of office automatically terminates if:

- 35.1 they die; or
  - 35.2 they become incapable by reason of mental disorder, illness or injury of managing or administering his own affairs; or
  - 35.3 they are disqualified from acting as a trustee or director by virtue of section 72 of the Charities Act 1993 or any provision in the Companies Acts; or
  - 35.4 at any time prior to taking office as a Trustee or since taking office they have been convicted, or charged, and the charge has not been dropped, of an offence of a type, or carrying such punishment, as the Board of Trustees may prescribe by Rules made for the purpose; or
  - 35.5 in any other circumstance prior to taking office as a Trustee or since taking office considered by the Board of Trustees to be material they are disqualified in accordance with Rules made for the purpose; or
  - 35.6 they resign their office by notice to the Company (but only if at least FOUR Trustees will remain in office when the notice of resignation is to take effect); or
  - 35.7 they shall for more than four consecutive meetings have been absent without permission of the Board of Trustees from meetings of Trustees and the Board of Trustees resolve that their office be vacated; or
  - 35.8 they shall in the opinion of the Board of Trustees be unable properly to fulfil their duties as a Trustee by reason of illness, disability or infirmity and the Board of Trustees resolve that their office be vacated.
36. In accordance with the Companies Acts, upon giving special notice of 28 clear days, the Members may by passing an ordinary resolution (and complying with sections 168 and 169 of the Companies Act 2006) remove any Trustee from office.
37. The removal of a Trustee shall be without prejudice to and shall not affect any obligation or liability incurred by them or to which they was subject prior to his removal.
38. Where a Trustee is disqualified from holding office in accordance with Article 35, they shall upon becoming so disqualified give notice in hard copy or electronic form of that fact to the Secretary.

## Retirement of Trustees

39. At each annual general meeting other than the first annual general meeting, one-third of the Trustees or, if their number is not three or a multiple of three, the number nearest to one-third, must retire from office under Article 40, but may, subject to Article 42, offer themselves for reappointment by the Trustees.
40. The Trustees to retire by rotation shall be those who have been longest in office since their last appointment. If any Trustees became or were appointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
41. If a Trustee is required to retire at an annual general meeting the retirement shall take effect upon the conclusion of the meeting.

42. No Trustee shall serve for more than nine consecutive years, unless the Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve beyond that period and that Trustee is reappointed in accordance with the Articles.

### Trustee Meetings

43. Subject to the provision of the Articles, the Board of Trustees may regulate their proceedings as they think fit.
44. As regards the number of Trustees at Trustees' meetings:
- 44.1 the quorum for a meeting of the Board of Trustees shall be THREE Trustees;
  - 44.2 the Board of Trustees may act even though there is a vacancy in their body provided that if there are fewer than FOUR Trustees, they may act as the Board of Trustees only to:
    - 44.2.1 appoint, and confirm the appointment of, additional Trustees, including accepting them also as Members; or
    - 44.2.2 convene a General Meeting, and propose resolutions to be considered at such meeting; or
    - 44.2.3 pending the appointment of additional Trustees, act to preserve the assets of the Company or take other urgent action.
45. As to the holding of meetings of Trustees:
- 45.1 the Trustees shall hold at least FOUR meetings in each year;
  - 45.2 meetings of the Board of Trustees shall be convened by the Secretary;
  - 45.3 any TWO Trustees may, by notice in hard copy or in electronic form given to the Secretary, requisition a meeting of the Board of Trustees and it shall be the duty of the Secretary to convene such a meeting as soon as is reasonably practicable.

### Notice of Trustee Meetings

46. As to notice of meetings of the Board of Trustees, each Trustee shall be given, at least seven days before the date of a meeting:
- 46.1 notice in hard copy or in electronic form of the meeting; and
  - 46.2 a copy of the agenda for the meeting together with, so far as is practicable, copies of relevant papers for consideration as envisaged in such agenda;
- provided that where the Chairman of Trustees so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the notice and relevant papers are given within such shorter period as they direct.
47. See Articles 72 to 76 below for further provisions relating to sending notices and documents.

### Proceedings of Trustees

48. As to voting at a meeting of the Board of Trustees:

- 48.1 subject to these Articles, every question to be decided at a meeting of the Board of Trustees shall be determined by a majority of the votes of the Trustees present and voting on the question;
- 48.2 where there is an equal division of votes the chairman of the meeting shall have a second or casting vote.
49. All acts done by a meeting of the Board of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee 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 and had been entitled to vote.
50. A meeting of the Board of Trustees shall be terminated forthwith if:
- 50.1 the Trustees so resolve; or
- 50.2 the number of Trustees present ceases to constitute a quorum for a meeting of the Board of Trustees in accordance with Article 44.
51. Where a meeting is terminated before all the items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the Secretary as soon as is reasonably practicable unless the Board of Trustees otherwise decide.
52. Before resolving to adjourn a meeting before all the items of business on the agenda have been disposed of, the Trustees shall determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items unless they decide otherwise.
53. A meeting of the Board of Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

#### Written resolutions of Trustees

54. A resolution in writing shall be deemed valid and effectual as if it had been passed at a duly convened and held meeting of the Board of Trustees or (as the case may be) of a committee of the Board of Trustees provided that:
- 54.1 in the case of the Board of Trustees, it is sent to all the Trustees entitled to receive notice of a meeting of the Board of Trustees and 75% of them have signified their agreement thereto; or
- 54.2 in the case of a committee of the Board of Trustees, it is sent to all members of the committee who are entitled to vote and 75% of them have signified their agreement thereto.
55. A Trustee has agreed to a written resolution where the Secretary receives from them in hard copy or electronic form (or from someone acting on his behalf) an authenticated document as defined in Article 56 that:
- 55.1 identifies the resolution to which it relates; and

55.2 indicates the Trustee's agreement to the resolution.

56. An authenticated document is one which:

56.1 if in hard copy, has been signed by the Trustee sending or supplying it; or

56.2 if in electronic form, is accompanied by a statement of identity of the Trustee sending or supplying it and the Company has no reason to doubt the truth of that statement.

### Chair and Vice-Chair

57. The Chair of the Board of Trustees shall be appointed and may be removed by a majority of the Trustees.

58. The Chair shall hold office for a term of THREE years for a maximum of THREE terms.

59. The Chair shall have the right to a second or casting vote in any case of equality of votes at meetings of the Board of Trustees.

60. The Vice-Chair of the Board of Trustees shall be appointed and may be removed by a majority of the Trustees.

61. The Vice-Chair shall hold office for a term of THREE years for a maximum of THREE terms.

62. The Chair or Vice-Chair may at any time resign their office by giving notice in hard copy or in electronic form to the Secretary. The Chair or Vice-Chair shall cease to hold office if:

62.1 they cease to be a Trustee;

62.2 they are removed from office in accordance with these Articles; or

62.3 in the case of the Vice-Chair, they are elected in accordance with these Articles to fill a vacancy in the office of Chair.

### General Provisions

63. Trustees may:

63.1 appoint (and remove) any person (who may or may not be a Trustee) to act as Secretary to the Company in accordance with the Companies Acts;

63.2 appoint a Treasurer, Patron or Honorary President as the Trustees think fit;

63.3 subject to the provisions of the Companies Acts, the Charities Acts, the Memorandum and the Articles and to any directions given by special resolution, manage the business of the Company and exercise all the powers of the Company;

63.4 from time to time make such Rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and its affairs, but consistent always with the terms of the Memorandum and these Articles.

64. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Board of Trustees which would have been valid if that alteration had not been made or that direction had not been given.

65. Any bank account in which any part of the assets of the Company is deposited shall be operated by the Board of Trustees and shall indicate the name of the Company.

## Delegation of Trustees' powers

- 66. The Trustees may delegate any of their powers or functions to a committee of two or more Trustees but the terms of any delegation must be recorded in the minute book.
- 67. The membership of any committee of the Board of Trustees may include persons who are not Trustees provided that in the case of a committee whose decisions are binding on the Board of Trustees, a majority of members of any such committee shall be Trustees.
- 68. The Trustees may impose conditions when delegating, including the conditions that:
  - 68.1 the relevant powers are to be exercised exclusively by the committee to which they are delegated;
  - 68.2 no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Trustees.
- 69. The Trustees may revoke or alter a delegation.
- 70. All acts and proceedings of any committees must be fully and promptly reported to the Trustees.

## Annual report and annual return

- 71. The Trustees shall comply with their obligations under the Companies Acts and Charities Acts with regard to the keeping of records and the preparation of the necessary annual filings, together with all forms and resolutions as appropriate.

## Circulation of notices, resolutions and documents

- 72. Notice of meetings and circulation of resolutions or documents shall be sent or supplied to Members and/or Trustees by or through a combination of:
  - 72.1 hard copy (see Article 73); or
  - 72.2 in electronic form (see Article 74).
- 73. A notice, resolution or document sent by hard copy may be given, either personally, by sending it in a prepaid envelope to, or by leaving it at the Member's and/or Trustee's notified address.
- 74. Notices, resolutions or documents sent in electronic form shall:
  - 74.1 only be sent to the Member and/or Trustee if they have not indicated that they do not wish to receive it in that form;
  - 74.2 be sent to a notified address either by electronic means (such as by email) or by post (such as on a disk) in accordance with Article 73.
- 75. As to the sending of notices, resolutions or documents:
  - 75.1 where the notice, resolution or document is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom, and the Company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the recipient 48 hours after it was posted;

- 75.2 where the notice, resolution or document is sent or supplied by electronic means, and the Company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient 48 hours after it was sent;
- 75.3 in calculating a period of hours for the purposes of sending notices, resolutions or documents to Members (but not for the purposes of clear days under Articles 15 and 36) no account shall be taken of any part of a day that is not a working day.
76. Where the Company has given an electronic address in a notice calling a meeting, either of the Members or the Board of Trustees, it is deemed to have agreed that any document relating to proceedings at the meeting may be sent by electronic means to that address (subject to any conditions or limitations specified in the notice).

## Indemnity

77. Every Trustee, auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by them in relation to any proceedings (whether criminal or civil) which relate to anything done or omitted or alleged to have been done or omitted by them acting in their role, save that no Trustee, auditor, Secretary or other office of the Company shall be entitled to be indemnified:
- 77.1 for any liability incurred by them to the Company or any associated bodies corporate of the Company (as defined by the Companies Acts for these purposes);
- 77.2 for any penalty for non-compliance with a regulatory requirement or other fine howsoever incurred;
- 77.3 for any costs for which they have become liable in defending any criminal or civil proceedings (such civil proceedings having been brought by the Company or an associated company) in which they are convicted and such conviction has been final or if a final judgement is made against them;
- 77.4 for any costs for which they have become liable in connection with any application under sections 144 or 727 of the Companies Act 1985 or under section 661(3) or (4), and section 1157 of the Companies Act 2006 in which the court refuses to grant them relief and such refusal has become final.

## Property

78. Nothing in this constitution shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with Section 7 Charities and Trustee Investment (Scotland) Act 2005.

## Dissolution

- 79.
- 79.1 The Members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:
- 79.1.1 directly for the Objects;
- 79.1.2 by transfer to any charity or charities for purposes similar to the Objects; or
- 79.1.3 to any charity or charities for use for particular purposes that fall within the Objects.

- 79.2 Subject to any such resolution of the Members, the Trustees may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Charity be applied or transferred:
- 79.2.1 directly for the Objects;
- 79.2.2 by transfer to any charity or charities for purposes similar to the Objects; or
- 79.2.3 to any charity or charities for use for particular purposes that fall within the Objects.
- 79.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members (except to a Member that is itself a charity) and if no resolution in accordance with Article 79.1 is passed by the Members or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the Court or the Commission.

## Interpretation

80. In these Articles, unless the context otherwise requires:

Articles: means the articles of association of the Company.

Associated Bodies Corporate: has the same meaning as given in Companies Act 2006 s 256.

Board of Trustees: means the directors of the Company, being the charity trustees of the Company (and Trustee means any one of them).

Charities Acts: mean the Charities Act 1992, the Charities Act 1993 and the Charities Act 2006.

Circulation date: means the circulation date of a written resolution being the date at which copies of it are sent or submitted to the Members or to at least one Member.

Clear days: in relation to any period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

Companies Acts: means the Companies Act 1985, the Companies Act 1989 and the Companies Act 2006.

connected person: means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (b) the spouse or civil partner of the Trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within sub-clause (a) or (b) above;
- (d) an institution which is controlled:



- (i) by the Trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
  - (ii) by two or more persons falling within sub-clause (d)(i), when taken together
- (e) a body corporate in which:
- (i) the Trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
  - (ii) two or more persons falling within sub-clause (a)(i) above who, when taken together, have a substantial interest.

Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article.

**Electronic form:** means a document supplied by electronic means (such as by email or by fax) or by any other means which is in electronic form (such as a disk sent by post).

**Hard copy:** means a document supplied in paper copy or similar form capable of being read.

**Member:** means a member of the Company each of whom (for the avoidance of doubt) is also a Trustee (and membership shall be construed accordingly).

**Memorandum:** means the memorandum of association of the Company.

**Month:** means calendar month.

**Office:** means the registered office of the Company.

**Rules:** means rules, whether referred to as rules, regulations, a scheme or bye laws, as referred to in Article 46.4.

**Secretary:** means the secretary of the Company or, from such time as the relevant provisions in the Companies Act 2006 come into force, if no secretary has been appointed the person appointed to carry out the duties of the secretary of the company.

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

81. The following rules of interpretation shall also apply:

- 81.1 **Modification or re-enactment:** reference to any provisions of the Companies Acts or the Charities Acts or any other statute shall be a reference to such provisions as modified or reenacted by any statute or regulations for the time being in force.
- 81.2 **Meanings where there is no inconsistency:** except as provided above, words or expressions defined in the Companies Acts or the Charities Acts (subject to any statutory modification or re-enactment) in force at the date on which these Articles become binding on the Company shall bear the same meanings in these Articles unless inconsistent with the subject or context.
- 81.3 **Words in the singular include the plural and vice versa.**
- 81.4 **Headings, sub-headings, underlinings and format lines** are for ease of reading and unless they form part of a phrase or sentence, do not form part of these Articles.