

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**

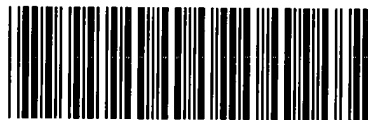
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**ARTICLES OF ASSOCIATION**  
**OF**  
**ARCOLA THEATRE PRODUCTION COMPANY**

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Incorporated on 27 September 2004,  
as amended by Special Resolution on 9 June 2022

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**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**  
**OF**  
**ARCOLA THEATRE PRODUCTION COMPANY**

Incorporated on 27 September 2004,  
as amended by Special Resolution on 9 June 2022

1. **THE COMPANY'S NAME IS** 'ARCOLA THEATRE PRODUCTION COMPANY'  
(and in this document it is called the "Company").

2. **INTERPRETATION**

In the Articles:

<b>"address"</b>	means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Company;
<b>"the Articles"</b>	means the Company's articles of association;
<b>"the Charities Act"</b>	means the Charities Act 2011;
<b>"clear days"</b>	in relation to the period of a notice means a period excluding: <ul style="list-style-type: none"><li>• the day when the notice is given or deemed to be given; and</li><li>• the day for which it is given or on which it is to take effect.</li></ul>
<b>"the Commission"</b>	means the Charity Commission for England and Wales;
<b>"the Company"</b>	means the company intended to be regulated by the Articles;
<b>"Companies Acts"</b>	means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Company;
<b>"connected person"</b>	means any of the following: <ul style="list-style-type: none"><li>a) any parent, child (including stepchild or illegitimate child), brother, sister, grandparent or grandchild of a Director;</li></ul>

- b) the spouse or civil partner of a Director or of any person in (a), including anyone living as the spouse or civil partner of any of the above;
- c) any person carrying on business in partnership with a Director or any person in a) to b) above;
- d) any institution which is controlled either by a Director alone or in combination with any one or more of the persons in a) to c) above;
- e) any body corporate in which a Director, either alone or in combination with any one or more of the persons in a) to c) above, holds more than 20% of the share capital or more than 20% of the voting rights in the body corporate.

Any person who is a connected person in relation to any Director is referred to in these Articles as 'connected' to that Director;

**"the Directors"**

means the Directors of the company. The Directors are charity trustees as defined by Section 177 of the Charities Act;

**"document"**

includes, unless otherwise specified, any document sent or supplied in electronic form;

**"electronic form"**

has the meaning given in section 1168 of the Companies Act 2006;

**"Members"**

shall mean those persons appointed as members of the Company in accordance with Article 9;

**"the Memorandum"**

means the Company's memorandum of association;

**"Officers"**

includes the Directors and the secretary (if any);

**"the Seal"**

means the common seal of the Company if it has one;

**"Secretary"**

means any person appointed to perform the duties of the secretary of the Company;

**"the United Kingdom"**

means Great Britain and Northern Ireland.

**"virtual meeting"**

means a meeting of the members of the Company, or a meeting of the Directors, where arrangements have been made in advance to allow participants to attend the meeting by means of a conference telephone, video link or similar means of electronic communication, at which all participants can be heard and can hear each other without the need for them to be physically present at the same location. A person participating in a meeting by such means shall be deemed to be attending virtually.

Words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires, words or expressions contained in the Articles have the same meaning as in the Companies Acts, but excluding any statutory modification not in force when this constitution becomes binding on the Company.

Apart from the exception mentioned in the previous paragraph, a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

### **3. LIABILITY OF MEMBERS**

The liability of the members is limited to a sum not exceeding £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member, or within one year after he or she ceases to be a member, for:

- 3.1. payment of the Company's debts and liabilities incurred before he or she ceases to be a member;
- 3.2. payment of the costs, charges and expenses of winding up; and
- 3.3. adjustment of the rights of the contributories among themselves.

### **4. OBJECTS**

The Company's objects ('Objects') are specifically restricted to the following:

- 4.1 To promote, maintain, improve and advance the education and appreciation of the public in the Arts.

### **5. POWERS**

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

- 5.1. to raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise, provided that this shall be without prejudice to the ability of the Company to disclaim any gift or legacy or bequest in whole or in part in such circumstances as the Directors may think fit. In doing so, the Company must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
- 5.2. to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 5.3. to provide, endow, furnish and fit out with all necessary furniture and other equipment, and maintain and manage such buildings and other premises as may from time to time be required for the purpose of the Company;
- 5.4. to construct, maintain, alter and improve buildings or erections necessary or convenient for the work of the Company and to provide the same with light, water, drainage and all other necessities;
- 5.5. to create and/or produce performances, exhibitions, workshops, courses and other educational events using any available medium;
- 5.6. to write create and/or publish text or material using any available medium;

- 5.7. to sell, lease or otherwise dispose of all or any part of the property belonging to the Company. In exercising this power, the Company must comply as appropriate with sections 117 and 122 of the Charities Act;
- 5.8. to borrow money and to charge the whole or any part of the property belonging to the Company as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Company must comply as appropriate with sections 124-126 of the Charities Act if it wishes to mortgage land;
- 5.9. to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 5.10. to make any charitable donation, either in cash or assets, for the furtherance of the Objects;
- 5.11. to lend money on such terms, and subject to such security, as may be thought fit.
- 5.12. to enter into contracts;
- 5.13. to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 5.14. to acquire, merge with, or to enter into any partnership or joint venture arrangement with any other Company, and to subscribe to or become a member or affiliate of any other charity with similar objects;
- 5.15. in exchange for full consideration, and subject to Part 7 of Charities Act, to grant licences or make any disposition of the property or assets of the Company to a trading company or subsidiary, formed and operated for the purpose of benefiting the Company;
- 5.16. to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 5.17. subject to Article 6, to employ and pay such architects, surveyors, solicitors and other professionals as are necessary for the furtherance of the Objects;
- 5.18. to employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may employ or remunerate a Director only to the extent it is permitted to do so by Article 6;
- 5.19. to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependents;
- 5.20. in respect of investments to:
  - 5.20.1. deposit or invest funds;
  - 5.20.2. employ a professional fund manager; and
  - 5.20.3. arrange for the investments or other property of the Company to be held in the name of a nominee.

in the same manner, and subject to the same conditions, as the Directors of a trust are permitted to do by the Trustee Act 2000;
- 5.21. to insure at the expense of the Company, and to arrange insurance cover for and to indemnify its staff, voluntary workers and members from and against all such risks incurred in the course of their duties as may be thought fit;

- 5.22. to insure and arrange insurance cover to indemnify its directors and officers from and against the liabilities referred to in Article 5.23 but subject to the restrictions set out in Article 5.24;
- 5.23. the liabilities referred to in Article 5.22 are:
  - 5.23.1 any liability in respect of negligence, default, breach of duty or breach of trust of which the directors or officer may be guilty in respect of the Company;
  - 5.23.2 the liability to make a contribution to the Company's assets under section 214 of the Insolvency Act (wrongful trading);
- 5.24. the following liabilities are excluded from Article 5.23.1:
  - 5.24.1 fines;
  - 5.24.2 the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or officer;
  - 5.24.3 liabilities to the Company resulting from conduct which the Director or officer knew or ought to have known was not in the best interests of the Company, or which the Director or officer did not care whether or not it was in the best interests of the Company;
- 5.25. there is excluded from Article 5.23.2 any liability to make such a contribution where the basis of liability is the Director's knowledge prior to the insolvent liquidation (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;
- 5.26. to do all such other lawful things as are necessary for the attainment of the Objects or any of them.

## **6. RESTRICTIONS ON DISTRIBUTIONS**

- 6.1. The income and property of the Company shall be applied towards achieving the objects of the Company as set out in these Articles. Save as provided in this Article and in Article 7, no part shall be paid or transferred directly or indirectly to the members of the Company and no Director shall be appointed to any office of the Company paid by salary or fees or receive any payment or other financial benefit from the Company.
- 6.2. PROVIDED THAT nothing in this Article 6 shall prevent the payment in good faith by the Company:
  - 6.2.1 of reasonable and proper payment for any services rendered to the Company by any member, officer or servant of the Company who is not Director;
  - 6.2.2 subject to the restrictions contained in Articles 5.24 and 5.25, a Director may benefit from trustee indemnity insurance cover purchased at the Company's expense.

## **7 DEALINGS WITH DIRECTORS**

- 7.1. No Director may buy or sell goods, services or interest in land from or to the Company, be employed by or receive remuneration or receive any financial benefits from the Company unless the payment is permitted by Article 7.2 and the Directors follow the procedure and observe the conditions set out in Article 7.3; or the Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

- 7.2. The payments to Directors permitted pursuant to Article 7.1 are:
- 7.2.1 A Director may receive a benefit from the Company in the capacity of a beneficiary of the Company.
  - 7.2.2 A Director may be employed by the Company or enter into a contract for the supply of goods or services to the Company otherwise than for acting as a Director.
  - 7.2.3 A Director may receive interest on money lent to the Company at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be settled by the Directors.
  - 7.2.4 A company of which a Director is a member may receive fees, remuneration or other benefit in money or money's worth, provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company.
  - 7.2.5 A Director may receive rent for premises let by the Director to the Company if the amount of the rent and the other terms of the lease are reasonable and proper.
- 7.3. The procedures and conditions for payments to Directors pursuant to Article 7.1 are:
- 7.3.1 The Company and its Directors may only rely upon the authority provided by Article 7.2 if each of the following conditions is satisfied:
    - 7.3.1.1 The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances.
    - 7.3.1.2 The Director is absent from the part of any meeting at which there is discussion of his interest or proposed interest, he does not vote on the matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
  - 7.3.2 The other Directors are satisfied that it is in the interest of the Company to employ or to contract with that Director rather than with someone who is not a Director and a majority of the Directors then in office have received no such payments
  - 7.3.3 The reason for their decision is recorded by the Directors in the minute book.
- 7.4. The employment or remuneration of a Director includes the engagement or remuneration of any form or company in which the Director is a partner, employee, consultant, director or a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

## **8 DECLARATION OF DIRECTORS' INTERESTS**

- 8.1. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A Director must absent himself or herself from any discussions of the Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

**9 CONFLICTS OF INTEREST AND CONFLICT OF LOYALTIES**

- 9.1. If a conflict of interests arises for a Director 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 Directors may authorise such a conflict of interest where the following conditions apply:
- 9.1.1 the conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
  - 9.1.2 the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting; and
  - 9.1.3 the unconflicted Directors consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.
- 9.2 In this Article a conflict of interest 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 Director or to a connected person.

**10 MEMBERS**

- 10.1 The members shall be the Directors for the time being of the Company.
- 10.2 Membership is not transferable.
- 10.3 The Directors must keep a register of names and addresses of the members.

**11 TERMINATION OF MEMBERSHIP**

- 11.1 Membership is terminated if:
- 11.1.1 the member dies;
  - 11.1.2 the member ceases to be a Director.

**12 GENERAL MEETINGS**

- 12.1 The Directors may call a general meeting at any time.
- 12.2 General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts, including notice provisions and the appointment of proxies.
- 12.3 The Company may hold a meeting of the members attending in person or virtually, or both. A person attending a meeting virtually shall have the same rights to receive notice, speak, vote and otherwise participate in the meeting as he or she would have if attending the meeting in person.
- 12.4 No business shall be transacted at a general meeting unless a quorum is present.
- 12.5 A quorum is **three** members present in person, virtually or by proxy and entitled to vote upon the business to be conducted at the meeting.
- 12.6 In respect of a quorum, if:
- 12.6.1 a quorum is not present within half an hour from the time appointed for the meeting; or



12.6.2 during a meeting a quorum ceases to be present

the meeting shall be adjourned to such time and place as the Directors shall determine.

- 12.7 A member shall not be counted in the quorum on any matter on which they are not entitled to vote.
- 12.8 General meetings shall be chaired by the person who has been elected as Chairman by the Directors, in accordance with Article 20.11.
- 12.9 If the Chairman is not present within fifteen minutes after the time appointed for the meeting or is conflicted or is unwilling to preside, the Deputy Chairman, if any, shall chair the meeting. If the Deputy Chairman is not present within fifteen minutes after the time appointed for the meeting or is conflicted or is unwilling to preside, the Directors present may appoint one of their number to chair that meeting.

### **13 VOTES OF MEMBERS**

- 13.1 Subject to Article 13.5, every member shall have one vote.
- 13.2 A resolution put to the vote at a meeting shall be decided on a show of hands unless a poll is called for.
- 13.3 A person entitled to vote upon the business may do so either in person or virtually where arrangements for virtual attendance have been made. Where a vote is to be taken by means of a secret ballot, any arrangements for a meeting to be held virtually, or partly in person and partly virtually, shall include a means for those attending virtually to cast their vote secretly.
- 13.4 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- 13.5 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands or poll takes place shall be entitled to a second or casting vote.

### **14 WRITTEN RESOLUTIONS**

- 14.1 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:
- 14.1.1 a copy of the proposed resolution has been sent to every eligible member;
- 14.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
- 14.1.3 it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.
- 14.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.

### **15 DIRECTORS**

- 15.1 A Director must be a natural person aged 16 years or older.

- 15.2 No one may be appointed a Director if he or she would be disqualified from acting under the provisions of Article 18.
- 15.3 The minimum number of Directors shall be **three**, but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.
- 15.4 A Director may not appoint an alternate Director or anyone to act on his or her behalf at meetings of the Directors.

## **16 POWERS OF DIRECTORS**

- 16.1 The Directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution.
- 16.2 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.
- 16.3 Any meeting of Directors at which a quorum is present at the time the relevant decision is made, may exercise all the powers exercisable by the Directors.

## **17 APPOINTMENT OF DIRECTORS**

- 17.1 The Directors for the time being may appoint a person who is willing to act to be a Director. Such appointment should be made by majority vote of the Directors at a properly convened and quorate meeting of the Directors.
- 17.2 A Director shall be appointed for a term of office of **three** years.
- 17.3 The appointment of a Director, whether by the Company in general meeting or by the other Directors, must not cause the number of Directors to exceed any number fixed as the maximum number of Directors.

## **18 DISQUALIFICATION AND REMOVAL OF DIRECTORS**

- 18.1 A Director shall cease to hold office if he or she:
  - 18.1.1 ceases to be a director by virtue of any provision in the Companies Acts, or is prohibited by law from being a director;
  - 18.1.1 is disqualified from acting as a trustee by virtue of sections 178-179 of the Charities Act (or any statutory re-enactment or modification of that provision);
  - 18.1.2 ceases to be a member of the Company;
  - 18.1.3 in the written opinion, given to the Company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
  - 18.1.4 resigns as a Director by written notice to the Company;
  - 18.1.5 is absent without the permission of the Directors from all their meetings held within a period of **twelve** consecutive months and the Directors resolve that his or her office be vacated;

18.1.6 fails to declare the nature of any direct or indirect interest in Company business as required by the Companies Acts or these Articles, and the Directors determine that their office shall be vacated; or

18.1.7 is removed by a **two-thirds** majority of Directors at a specially convened Trustee meeting.

18.2 Any retiring Director shall be eligible for re-appointment.

18.3 A Director who has served for two consecutive terms may not be reappointed for a third consecutive term.

## **19 REMUNERATION OF DIRECTORS**

19.1 The Directors must not be paid any remuneration unless it is authorised by Articles 6 and 7.

## **20 PROCEEDINGS OF DIRECTORS**

20.1 The Directors may regulate their proceedings as they think fit, subject to the provisions of the Articles.

20.2 Any Director may call a meeting of the Directors. Such a meeting may be held in person, or virtually, or both. A person attending a meeting virtually shall have the same rights to receive notice, speak, vote and otherwise participate in the meeting as he or she would have if attending the meeting in person.

20.3 The Secretary (if any) must call a meeting of the Directors if requested to do so by a Trustee.

20.4 Questions arising at a meeting shall be decided by a majority of votes.

20.5 In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.

20.6 A meeting may be held by suitable electronic means agreed by the Directors in which each participant may communicate with all the other participants.

20.7 No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the Directors in which a participant or participants may communicate with all the other participants.

20.8 The quorum shall be **three** Director, or such larger number as may be decided from time to time by the Directors.

20.9 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.

20.10 If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling meetings.

20.11 The Directors shall appoint a Director to chair their meetings and may at any time revoke such appointment.

20.12 If no-one has been appointed to chair meetings of the Directors, or if the person appointed is unwilling to preside, or is not present within ten minutes after the time appointed for the meeting, the Directors present may appoint one of their number to chair that meeting.

- 20.13 The person appointed to chair meetings of the Directors shall have no functions or powers except those conferred by the Articles or delegated to him or her by the Directors.
- 20.14 A resolution in writing or in electronic form agreed by a simple majority of all the Directors entitled to receive notice of a meeting of Directors, or of a committee of Directors, and to vote upon the resolution, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.
- 20.15 The resolution in writing may comprise several documents containing the text of the resolution in like form, to each of which one or more Directors has signified their agreement.

## **21 DELEGATION**

- 21.1 The Directors may delegate any of their powers or functions to a committee including two or more Directors, but the terms of any delegation must be recorded in the minute book.
- 21.2 The Directors may impose conditions when delegating, including the conditions that:
  - 21.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate;
  - 21.2.2 no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Directors.
- 21.3 The Directors may revoke or alter a delegation.
- 21.4 All acts and proceedings of any committees must be fully and promptly reported to the Directors.

## **22 VALIDITY OF DIRECTORS' DECISIONS**

- 22.1 Subject to Article 22.2, all acts done by a meeting of Directors, or of a committee of Directors, shall be valid notwithstanding the participation in any vote of a Trustee:
  - 22.1.1 who was disqualified from holding office;
  - 22.1.2 who had previously retired or who had been obliged by the Articles to vacate office; or
  - 22.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;if without the vote of that Director, and that Director being counted in the quorum, the decision had been made by a majority of the Directors at a quorate meeting.
- 22.2 Article 22.1 does not permit a Director to keep any benefit that may be conferred upon him or her by a resolution of the Directors, or of a committee of Directors if, but for Article 22.1, the resolution would have been void, or if the Director has not complied with Article 8.1.

## **23 SEAL**

- 23.1 If the Company has a seal, it must only be used by the authority of the Directors, or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and, unless otherwise so

determined, it shall be signed by a Director and by the Secretary (if any) or by a second Director.

**24 MINUTES**

**24.1 The Directors must keep minutes of all:**

24.1.1 appointments of officers made by the Directors;

24.1.2 proceedings at general meetings of the Company;

24.1.3 meetings of the Directors, and committees of Directors, including:

24.1.3.1 the names of the Directors present at the meeting;

24.1.3.2 the decisions made at the meetings; and

24.1.3.3 where appropriate, the reasons for the decisions.

**24.2 The minutes of a meeting shall record the names of all persons present at the meeting without distinction between those who attended in person and those who attended virtually.**

**25 ACCOUNTS**

**25.1 The Directors must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.**

**25.2 The Directors must keep accounting records as required by the Companies Acts.**

**26 ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES**

**26.1 The Directors must comply with the requirements of the Charities Act with regard to the:**

26.1.1 transmission of the statements of account to the Commission;

26.1.2 preparation of an Annual Report and its transmission to the Commission;

26.1.3 preparation of an Annual Return and its transmission to the Commission.

**26.2 The Directors must notify the Commission promptly of any changes to the Company's entry on the Central Register of Charities.**

**27 MEANS OF COMMUNICATION TO BE USED**

**27.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.**

**27.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.**

- 27.3 Where arrangements have been made for a meeting to be held virtually, or partly in person and partly virtually, the notice calling the meeting shall state that fact and include details of the means by which a person may attend the meeting virtually.
- 27.4 Any notice to be given to or by any person pursuant to the Articles:
- 27.4.1 must be in writing; or
  - 27.4.2 must be given in electronic form.
- 27.5 The Company may give any notice to a member either:
- 27.5.1 personally;
  - 27.5.2 by sending it by post in a prepaid envelope addressed to the member at his or her address;
  - 27.5.3 by leaving it at the address of the member;
  - 27.5.4 by giving it in electronic form to the member's address; or
  - 27.5.5 by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.
- 27.6 A member who does not register an address with the Company, or who registers only a postal address that is not within the United Kingdom, shall not be entitled to receive any notice from the Company.
- 27.7 A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 27.8 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 27.9 Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
- 27.10 In accordance with section 1147 of the Companies Act 2006, notice shall be deemed to be given:
- 27.10.1 48 hours after the envelope containing it was posted; or
  - 27.10.2 in the case of an electronic form of communication, 48 hours after it was sent.

## **28 INDEMNITY**

- 28.1 The Company shall indemnify any relevant Director against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.
- 28.2 In this Article a "relevant Director" means any Director or former Director of the Company.

## **29 RULES**

- 29.1 The Directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Company.

- 29.2 The bye laws may regulate the following matters but are not restricted to them:
- 29.2.1 The conduct of the Directors in relation to one another, and to the Company's employees and volunteers;
  - 29.2.2 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
  - 29.2.3 the procedure at general meetings and meetings of the Directors in so far as such procedure is not regulated by the Companies Acts or by these Articles;
  - 29.2.4 generally, all such matters as are commonly the subject matter of company rules.
- 29.3 The Company in general meeting has the power to alter, add to or repeal the rules or bye laws.
- 29.4 The Directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Company.
- 29.5 The rules or bye laws shall be binding on all members of the Company. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

### **30 DISPUTES**

- 30.1 If a dispute arises between members of the Company about the validity or propriety of anything done by the members of the company under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

### **31 DISSOLUTION**

- 31.1 If the Company is wound up and any assets are left after all its debts and liabilities have been satisfied these assets will not be distributed among the members of the Company. Instead, they will be given to some other charity, charities or enrolled Environmental Bodies with similar objects to the Company and whose governing document forbids the distribution of income and property to at least the same extent as is set out in Article 6. The charity or charities will be determined by the members of the Company at or before the time of winding up, failing which the assets will be given to some other charitable objects which the Charity Commissioners for England and Wales shall approve.