

5588883

Company Number:

The Companies Acts 1985 and 1989

Company Limited by Guarantee and not Having a Share Capital

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**Memorandum**

**and**

**Articles of Association**

**of**

**THE RESOLUTION FOUNDATION**

**(As amended by special resolution dated 26 May 2006)**

**Bates, Wells & Braithwaite**  
2-6 Cannon St  
London EC4M 6YH  
Tel: 020 7551 7777  
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The Companies Acts 1985 and 1989

Company Limited by Guarantee and not Having a Share Capital

**Memorandum of Association**

**of**

**The Resolution Foundation**

(As amended by Special Resolution dated 26 May 2006)

**Name**

1. The name of the company is The Resolution Foundation. In this Memorandum and the company's Articles of Association it is called the "Charity".

**Registered Office**

2. The registered office of the Charity is situated in England.

**Objects**

3. The objects of the Charity are to promote research and the education of the public into the economic and social sciences including, but without prejudice to the generality, the effect of economic, social and financial factors on the living standards at all stages of life of people benefiting from an income at or below the national average.

**Powers**

4. To further its objects the Charity may:
  - 4.1 provide and assist in the provision of money, materials or other help;
  - 4.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
  - 4.3 publish books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
  - 4.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

- 4.5 provide or procure the provision of advice, counselling and guidance;
- 4.6 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English charity may properly undertake;
- 4.7 acquire any real or personal property and any rights or privileges and construct and maintains, alter and equip any buildings;
- 4.8 subject to any consent required by law dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit;
- 4.9 subject to any consent required by law borrow or raise and secure the payment of money;
- 4.10 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.11 delegate the management of investments to a financial expert provided that:
  - 4.11.1 the financial expert is:
    - (a) an individual who is an authorised person within the meaning of the Financial Services and Markets Act 2000; or
    - (b) a company or firm of repute which is an authorised or exempt person within the meaning of that Act except persons exempt solely by virtue of Article 44 and/or Article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001.
  - 4.11.2 the investment policy is set down in writing for the financial expert by the Trustees;
  - 4.11.3 every transaction is reported promptly to the Trustees;
  - 4.11.4 the performance of the investments is reviewed regularly by the Trustees;
  - 4.11.5 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 4.11.6 the investment policy and the delegation arrangements are reviewed at least once a year;

- 4.11.7 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
- 4.11.8 the financial expert may not do anything outside the powers of the Trustees;
- 4.12 arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or a financial expert acting under their instructions and to pay any reasonable fee required;
- 4.13 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 4.14 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.15 subject to clause 4.16 raise funds by way of subscription, donation or otherwise;
- 4.16 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 4.17 incorporate subsidiary companies to carry on any trade;
- 4.18 subject to clause 5 engage and pay employees and professional or other advisers and make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.19 establish and support or aid in the establishment and support of any other charitable organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.20 undertake and execute charitable trusts;
- 4.21 amalgamate or co-operate with any charity having charitable objects wholly or in part similar to those of the Charity;
- 4.22 acquire or undertake all or any of the property, liabilities and engagements of charities with which the Charity may co-operate or federate;
- 4.23 pay out of the funds of the Charity the costs of forming and registering the Charity;

- 4.24 provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company; and
- 4.25 do all such other lawful things as shall further the Charity's objects.

#### **Limitation on private benefits**

5. The income and property of the Charity shall be applied solely towards the promotion of its objects and (except as provided below) no part may be paid or transferred directly or indirectly by way of benefit to the members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of:
- 5.1 any payments made to any beneficiary of the Charity (including a member);
  - 5.2 reasonable and proper remuneration to any person (not being a Trustee) for any services rendered to the Charity;
  - 5.3 interest on money lent by any person at a reasonable and proper rate;
  - 5.4 any reasonable and proper rent for premises let by any person;
  - 5.5 fees, remuneration or other benefits in money or money's worth to a company of which a Trustee or a member of his or her immediate family holds less than one per cent of the capital;
  - 5.6 reasonable and proper out-of-pocket expenses of Trustees;
  - 5.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.24 of this Memorandum;
  - 5.8 the proper professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf; except that at no time shall a majority of the members of the Charity or of the Trustees benefit under this provision and provided that any

such member or Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion; and

5.9 reasonable remuneration to any Trustee who possesses special skills or knowledge and any firm or company of which such Trustee is a member partner or employee for work carried out for the Charity on the instructions of the Trustees but:

5.9.1 only if the procedure described in Article 40 of the Articles is followed in selecting the Trustee; and

5.9.2 provided that this provision may not apply to more than half the Trustees in any financial year.

### **Limited liability**

6. The liability of the members is limited.

7. Every member of the Charity undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during his or her membership or within one year afterwards:

7.1 for payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member;

7.2 for the costs, charges and expenses of winding up;

7.3 for the adjustment of the rights of the contributories among themselves.

### **Winding up**

8. If any property remains after the Charity has been wound up and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity, but must be given to some other charitable institution or institutions with similar objects. The institution or institutions to benefit shall be chosen by the Trustees.

### **Definitions**

9. Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Charity unless the context otherwise requires.

We the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum

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**Signatures, Names and Addresses of Subscribers**

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**Guarantee**

1.	Clive Adam Cowdery	£1
	38 Bradbourne Street	
	London SW8 3TE	

8<sup>th</sup> October 2005

2.	Christine Jean Alexandrou	£1
	38 Bradbourne Street	
	London SW8 3TE	

8<sup>th</sup> October 2005

Witness: J Hack  
43 Bedford Gardens  
London W8

Banker

The Companies Acts 1985 and 1989  
Company Limited by Guarantee and not Having a Share Capital

**Articles of Association  
of  
The Resolution Foundation**

**Interpretation**

1. In these Articles and the Memorandum the following terms shall have the following meanings:-

<b>Term</b>	<b>Meaning</b>
1.1 "Act"	the Companies Act 1985 including any statutory modification or re-enactment for the time being in force
1.2 "address"	in relation to electronic communications includes any number or address used for the purpose of such communication
1.3 "Articles"	these Articles of Association of the Charity
1.4 "clear days"	in relation to the period of a notice, 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
1.5 "Charity"	The Resolution Foundation
1.6 "electronic communications"	has the meaning ascribed to it in the Electronic Communications Act 2000
1.7 "electronic signature"	has the meaning ascribed to it in the Electronic Communications Act 2000
1.8 "in writing"	means written, printed or transmitted writing including by electronic communication

- 1.9 "Memorandum" the Memorandum of Association of the Charity
- 1.10 "Secretary" the secretary of the Charity
- 1.11 "Trustee and Trustees" the director and directors as defined in the Act
2. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Charity.

### **Members**

3. The Trustees from time to time shall be the only members of the Charity. Membership shall not be transferable and shall cease on death. A member shall cease to be a member if he or she ceases to be a Trustee.

### **Associate Members**

4. The Trustees may establish such classes of associate membership with such description and with such rights as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make provided that no such associate members shall be members of the Charity for the purposes of the Articles or the Act.

### **Patrons**

5. The Trustees may appoint and remove any individual(s) as patron(s) of the Charity and on such terms as they shall think fit. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity as if a member and shall also have the right to receive accounts of the Charity when available to members.

### **Trustees**

#### ***Number of Trustees***

6. There shall be at least two Trustees.

#### ***Appointment, retirement, removal and disqualification of Trustees***

7. The first Trustees shall be the subscribers to the memorandum. Trustees shall be appointed by resolution of the Trustees for an initial term of three years, renewable by resolution of the Trustees for a further term of three years. A Trustee who has served a continuous term of six years shall remain out of office for at least one year unless the remaining Trustees resolve that the

Trustee should continue in office. If the Trustees resolve that such a Trustee should remain in office after a six year term the provisions of this Article 7 shall be deemed to apply as if such appointment was an initial term of three years.

8. If the retirement of a Trustee for whatever reason causes the number of Trustees to fall below that set out in Article 6 then the retiring Trustee shall continue to remain in office until sufficient new appointments are made to bring the number of Trustees up to the minimum required by Article 6.
9. The notice of any meeting at which a person is proposed to be appointed a Trustee of the charity for the first time shall give the particulars of that person which are required to be included in the Company's register of members.
10. No person may be appointed as a Trustee:
  - 10.1 unless he or she has attained the age of 18 years; or
  - 10.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of these Articles.
11. The office of a Trustee shall be vacated if:-
  - 11.1 he or she ceases to be a Trustee by virtue of any provision of the Act or he or she becomes prohibited by law from being a Trustee;
  - 11.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
  - 11.3 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
  - 11.4 he or she resigns by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);
  - 11.5 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
  - 11.6 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least fourteen clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees;
  - 11.7 he or she ceases to be a member of the Charity.

### ***Powers of Trustees***

12. Subject to the provisions of the Act, the Memorandum and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
13. The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees.
14. The Trustees may appoint one of their number to be the chair of the Trustees and may at any time remove him or her from that office.
15. All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.
16. Subject to the provisions of the Articles the Trustees may regulate their proceedings as they think fit.

### ***Delegation of Trustees' powers***

17. The Trustees 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.
18. The Trustees may delegate any of their powers, duties or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Charity to any person or committee in accordance with the conditions set out in these Articles.

### ***Delegations to committees***

19. In the case of delegation of powers to committees:
  - 19.1 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 make co-options up to a specified number);
  - 19.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;

- 19.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary;
- 19.4 all delegations under this Article shall be revocable at any time;
- 19.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and
- 19.6 no committee shall incur expenditure on behalf of the Charity except in accordance with a budget which has been approved by the Trustees.
20. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee.
21. The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any regulations made by the Trustees.

#### ***Delegations of day to day management powers***

22. In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:
- 22.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
- 22.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and
- 22.3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts sufficient to explain the financial position of the Charity.

#### **Meetings**

##### ***Trustees' meetings***

23. Two Trustees may (and the Secretary shall at the request of two Trustees) call a Trustees' meeting .

### ***Annual general meetings***

24. Subject to the passing of an elective resolution dispensing with the need to hold an annual general meeting and to the provisions of the Act, the Charity shall hold an annual general meeting within 18 months of incorporation and afterwards once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next.

### ***Extraordinary general meetings***

25. Any two Trustees may (and the Secretary shall at the request of two Trustees) call an extraordinary general meeting at any time.

### ***Length of notice***

26. An annual general meeting and a general meeting called to pass a special or elective resolution shall be called by at least 21 clear days' written notice and any other general meeting shall be called by at least 14 clear days' written notice unless the Act requires a longer notice period.
27. A Trustees' meeting shall be called by at least seven clear days' notice unless urgent circumstances require shorter notice.
28. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
29. A meeting may be called by shorter notice if it is so agreed by everyone entitled to attend and vote at it.

### ***Contents of notice***

30. Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a Trustees', extraordinary general or annual general meeting, and the general nature of the business to be transacted. If a special or extraordinary resolution is to be proposed at a general meeting, the notice shall include the proposed resolution and specify that it is proposed as a special or extraordinary resolution.

### ***Service of notice***

31. Notice of meetings shall be given to each person entitled to vote at the meeting and in the case of extraordinary general meetings and annual general meetings notice shall also be given to any patron(s) and the auditors of the Charity.

### *Quorum*

32. No business shall be transacted at any meeting unless a quorum is present. Two people present and entitled to vote shall be a quorum. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and places the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

### *Chair*

33. The chair, if any, of the Trustees or in his or her absence another Trustee nominated by the Trustees shall preside as chair of each meeting.

### *Adjournment*

34. The chair 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

### *Voting*

35. Every person present and entitled to vote shall have one vote. A resolution put to the vote of a meeting shall be decided on a show of hands.
36. A declaration by the chair 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.
37. Except where otherwise required by the Act, questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.

### *Irregularities*

38. The proceedings at any meeting shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Act.

39. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.

### ***Conflicts of interest***

40. Whenever a person has a personal interest in a matter to be discussed at a meeting, and whenever a person has an interest in another organisation whose interests are reasonably likely to conflict with those of the Charity in relation to a matter to be discussed at a meeting, he or she must:
- 40.1 declare an interest before discussion begins on the matter;
  - 40.2 withdraw from that part of the meeting unless expressly invited to remain;
  - 40.3 in the case of personal interests not be counted in the quorum for that part of the meeting;
  - 40.4 in the case of personal interests withdraw during the vote and have no vote on the matter.

### ***Written resolutions***

- 41.1 A resolution in writing other than by electronic communication, signed (including by way of electronic signature) by each person who would have been entitled to vote upon it if it had been proposed at a meeting at which he or she was present shall be as valid and effectual as if it had been passed at a meeting duly convened and held and may consist of several instruments in the like form each signed by or on behalf of one or more of those entitled to vote. The date of a written resolution shall be the date on which the last person signs.
- 41.2 A resolution which is not a members' resolution may be passed in accordance with Article 41.1 and in such cases can include a resolution whereby consent is given by electronic communication.

### ***Virtual meetings***

42. A meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

## **General**

### ***Secretary***

43. The Secretary shall be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them.

### ***Minutes***

44. The Trustees shall cause minutes to be made in books kept for the purpose:-

44.1 of all appointments of officers made by the Trustees; and

44.2 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

### ***Records and accounts***

45. The Trustees shall comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:

45.1 annual reports;

45.2 annual returns;

45.3 annual statements of account.

### ***Notices***

46. Any notice to be given to or by any person pursuant to the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the Trustees need not be in writing.

47. The Charity may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address or by leaving it at that address or by electronic communication to an

address provided for that purpose or posted on a website where the recipient has been notified of such posting in a manner agreed by him/her.

48. A member present at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
49. Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication has been transmitted to the proper address shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication at the expiration of 48 hours after the time it was transmitted.

### ***Indemnity***

50. Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity:
  - 50.1 against all costs charges expenses or liabilities incurred by him or her:
    - (a) in defending any civil or criminal proceedings in which judgment is given in his or her favour or in which he or she is acquitted; and
    - (b) in connection with any application in which relief from liability is granted to him or her by the court

where such proceedings or application arise as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the Charity; and

- 50.2 against all costs, charges, losses, expenses or liabilities incurred by him or her in the proper execution and discharge of his or her duties or in relation to the Charity.

### ***Trustees' indemnity insurance***

51. The Trustees shall have power to resolve pursuant to clause 4.23 of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy.

### ***Winding-up***

52. The provisions of clauses 7 and 8 of the Memorandum relating to the winding-up or dissolution of the Charity shall have effect and be observed as if the same were repeated in the Articles.

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**Names, Addresses and Signatures of Subscribers**

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1. Clive Adam Cowdery  
38 Bradbourne Street  
London SW8 3TE

8<sup>th</sup> October 2005

2. Christine Jean Alexandrou  
38 Bradbourne Street  
London SW8 3TE

8<sup>th</sup> October 2005

Witness: Ewen Robertston  
23 Norman Road  
London SW19 1BW  
  
Sales Representative