

DATED

2023

SPORT 4 LIFE UK

(Registered Charity Number: 1115222)

(Registered Company Number: 05664605)

A PRIVATE COMPANY LIMITED BY GUARANTEE

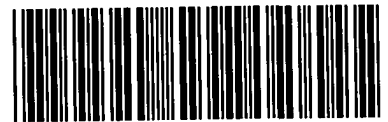
ARTICLES OF ASSOCIATION

HIGGS LLP

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Brierley Hill
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DY5 1LX

Ref: KMM/EJEW/sl/542688/1

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ARTICLES OF ASSOCIATION

DATE

2023

OF

1. Objects

1.1 The Objects of the charity are for the public benefit:

1.1.1 To act as a resource for (in particular but not limited to) young people up to the age of 30 by providing advice and assistance and organising programmes of physical, educational and other activities as a means of:

- (a) advancing in life and helping young people by developing their skills, capacities and capabilities to enable them to participate in society as independent, mature and responsible individuals;
- (b) advancing education;
- (c) relieving unemployment;
- (d) providing recreational and leisure time activity in the interests of social welfare for people who have need by reason of their youth, age, infirmity or disability, poverty or social and economic circumstances with a view to improving the conditions of life of such persons.

1.1.2 The promotion of community participation in healthy recreation in particular by the provision of facilities for the playing of sports.

1.1.3 To advance such other charitable purposes (according to the law of England and Wales) as the trustees see fit from time to time.

2. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 2.1** to do anything within the law which promotes or helps to promote the Objects;
- 2.2** to provide advice or information;
- 2.3** to carry out research;
- 2.4** to co-operate with other bodies;
- 2.5** to support, administer or set up other charities;
- 2.6** to act as a charity trustee of a charitable trust;

- 2.7 to acquire, merge with or enter into any partnership or joint venture arrangement with any other body for the purposes of any of the Objects;
- 2.8 to convert to a charitable incorporated organisation;
- 2.9 to accept or refuse gifts and donations and to raise funds (but not by means of Taxable Trading);
- 2.10 to borrow money;
- 2.11 to give security, including but not limited to guarantees, for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 2.12 to acquire or hire property of any kind;
- 2.13 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.14 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;
- 2.15 to set aside funds for special purposes or as reserves against future expenditure;
- 2.16 to deposit or invest its funds in any manner including without limitation with a view to:
 - 2.16.1 directly furthering the Charity's purpose;
 - 2.16.2 achieving a financial return for the Charity; or
 - 2.16.3 achieving both of the objectives described at 2.16.1 and 2.16.2 above in accordance with and provided that the Trustees comply with their duties under Part 14A of the Charities Act,(but to invest wholly or partly with a view to achieving a financial return only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.17 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 2.17.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 2.17.2 timely reports of all transactions are provided to the Trustees;
 - 2.17.3 the performance of the investments is reviewed regularly with the Trustees;

- 2.17.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 2.17.5 ~~the investment policy~~ and the delegation arrangement are reviewed at least once a year;
- 2.17.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 2.17.7 the Financial Expert must not do anything outside the powers of the Charity;
- 2.18 to arrange for investments or other property of the Charity to be held in the name of a Nominee Company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions, and to pay any reasonable fee required;
- 2.19 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as Custodian, and to pay any reasonable fee required;
- 2.20 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.21 to provide Indemnity Insurance for the Trustees and officers of the Charity in accordance with the restrictions imposed by the Charities Act;
- 2.22 subject to Article 8, to employ or engage paid or unpaid agents, staff or advisers and where appropriate:
 - 2.22.1 to provide for them to benefit under pension and other staff benefit arrangements for them and their dependants; and
 - 2.22.2 to enter into compromise and settlement arrangements with them;
- 2.23 to enter into contracts and agreements of any kind, including without limitation contracts to provide services to or on behalf of other bodies; and
- 2.24 to establish or acquire subsidiaries.

3. The Trustees

- 3.1 The Trustees as Charity Trustees and company directors have general control and management of the administration of the Charity and its property and funds.
- 3.2 The Charity must maintain a register of Trustees (which may be called a register of directors).
- 3.3 Number of Trustees

- 3.3.1 There shall be at least three and not more than ten Trustees all of whom must support the Objects and the eligibility criteria set by the Trustees from time to time and must not be subject to automatic termination of their trusteeship under Article 3.10. If the number of Trustees falls below three, the remaining Trustees may only act to appoint further Trustees as required.
- 3.4 A Trustee may not act as a Trustee unless he/she:
- 3.4.1 is a Member;
 - 3.4.2 is aged 18 or over;
 - 3.4.3 is permitted to do so by law; and
 - 3.4.4 has signed a written declaration of willingness to act as a charity trustee of the Charity. If a Trustee is being re-appointed a fresh declaration must be signed;
 - 3.4.5 if he/she would be disqualified from acting under provisions of Article 3.10.
- 3.5 Appointment of Trustees
- 3.5.1 Trustees are to be appointed by the Members or co-opted by the Trustees.
 - 3.5.2 In accordance with Article 11.2 the Trustees shall become Members by virtue of their appointment as Trustees.
- 3.6 Appointed Trustees
- 3.6.1 The Members may appoint a person who is willing to be a Trustee and is eligible under Articles 3.3.1 and 3.4.
- 3.7 Co-opted Trustees
- 3.7.1 The Trustees may at any time co-opt any individual who is eligible under Articles 3.3.1 and 3.4 above as a Trustee to fill a vacancy in their number or as an additional Trustee provided the number of Co-opted Trustees does not exceed one third of the total number of Trustees for the time being.
 - 3.7.2 Co-opted Trustees shall retire at the next general meeting following their appointment, but shall be eligible for co-option for a further one year only after their reappointment as a Co-opted Trustee.
- 3.8 Terms of Office

- 3.8.1 Other than a Co-opted Trustee, the term of office of a Trustee is four years.
- 3.8.2 In respect of those Trustees in office on the date of adoption of these Articles, the initial term of office for each Trustee will be four years from the date of their most recent appointment. Subsequent terms, whether they follow continuously on from a previous term served or not, will be subject to the limits in Articles 3.8.1 and 3.9.1.
- 3.8.3 A Trustee who has served their term must retire at the next Annual Trustees' Appointment Meeting that occurs nearest to the expiry of their term.
- 3.8.4 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

3.9 Reappointment

- 3.9.1 A retiring Appointed Trustee who is eligible under Articles 3.3.1 and 3.4 may be reappointed for a term of two years.
- 3.9.2 No Appointed Trustee shall serve for more than two consecutive terms of two years, unless:
- (a) the retiring Appointed Trustee has a period of absence of at least one calendar year; or
 - (b) the Trustees consider it would be in the best interests of the Charity for that Appointed Trustee to continue to serve without the period of absence referred to in (a) above;
- 3.9.3 and in either case, the retiring Appointed Trustee may be re-appointed for a further term of office of up to two years.

3.10 Retirement and removal of Trustees

- 3.10.1 Subject to Article 3.10.2, a Trustee's term of office automatically terminates if they:
- (a) reach the end of their term of office in accordance with Article 3.8.1 and 3.8.2;
 - (b) resign by written notice to the Trustees (but only if at least three Trustees will remain in office);
 - (c) cease to meet the eligibility criteria (if any) set by the Trustees from time to time in accordance with Articles 3.3 and 3.4 and are removed by a resolution of a majority of the other Trustees;

- (d) are disqualified under the Charities Act from acting as a Charity Trustee or are prohibited by law from being a director of a company, or are disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005 or Charities Act (Northern Ireland) 2008;
- (e) are, in the reasonable opinion of a majority of the other Trustees, incapable, whether mentally or physically, of managing their own affairs and are removed by a resolution of a majority of the other Trustees;
- (f) are absent without notice from three meetings of the Trustees and are removed by a resolution of a majority of the other Trustees;
- (g) are removed by the Members in accordance with the provisions of the Companies Act;
- (h) are removed by a resolution passed by a majority of the other Trustees for breaching their duties as a Trustee, or for breaching the Trustees' Code of Conduct (if any), or if a majority of the other Trustees reasonably believe that their removal as a Trustee is in the best interests of the Charity; or
- (i) die.

3.10.2 Before passing any resolution under Article 3.10.1(c), 3.10.1(e), 3.10.1(f) or 3.10.1(h) the others Trustees shall first invite the view of the Trustee concerned and have considered the matter in light of any such views.

4. Trustees' proceedings

4.1 The Trustees must hold at least four meetings each year. The Trustees shall designate one meeting of the Trustees each year as the "Annual Trustees' Appointment Meeting". At an Annual Trustees' Appointment Meeting the Trustees may:

- 4.1.1 appoint Trustees;
- 4.1.2 accept the retirement of those Trustees who have reached the end of their term in accordance with Articles 3.3.1 and 3.4;
- 4.1.3 conduct any other business they see fit.

4.2 Quorum

4.2.1 A quorum at a meeting of the Trustees is three Trustees or one third of the Trustees (rounded up to the nearest whole number), if greater.

4.3 Calling Trustees' meetings

- 4.3.1 A Trustee may at any time, and the Secretary (if any) must at the request of a Trustee, summon a meeting of the Trustees.
- 4.3.2 Notice of a meeting of the Trustees must be sent in writing to each of the Trustees at their last known postal or email address or any other postal or email address given by them to the Charity for this purpose.
- 4.3.3 Except where there are matters demanding urgent consideration, each Trustee must be given 14 days' notice of each meeting of the Trustees.

4.4 Attendance and voting at Trustees' meetings

- 4.4.1 A meeting of the 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 simultaneously.
- 4.4.2 The Chair, or if the Chair is not present, unable or unwilling to do so the Vice-Chair (if any), shall preside at each meeting and if neither is present, able or willing then some other Trustee chosen by the Trustees present shall preside at the meeting.
- 4.4.3 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting provided that the number of Trustees who are not Conflicted Trustees is equal to or exceeds the number set as a quorum for a meeting of the Trustees in accordance with Article 4.2. For this purpose the resolution may be contained in more than one document.
- 4.4.4 Every Trustee has one vote on each issue but, in the case of an equality of votes, the chair of the meeting has a second or casting vote.
- 4.4.5 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. **Observers**

- 5.1 The Trustees may allow individuals who are not Trustees to attend Trustees' meetings as Observers on whatever terms they decide.
- 5.2 Observers may not vote but may take part in discussions with the prior consent of the Chair.
- 5.3 The Trustees may exclude Observers from any part of a Trustees' meeting where the Trustees consider the business is private.
- 5.4 The Trustees must exclude an Observer from any Trustees' meeting at which a possible personal benefit to him or her is being considered.

6. Trustees' powers

6.1 The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 6.1.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
- 6.1.2 to delegate in writing any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee, all proceedings of committees must be reported promptly to the Trustees and the delegation may be revoked at any time.
- 6.1.3 to delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including, subject to Article 8, the payment of a salary) as they think fit.
- 6.1.4 to make such reasonable and proper standing orders, rules, regulations or bye laws for the proper conduct and management of the Charity provided that they are consistent with the Articles and the Companies Act.
- 6.1.5 to establish procedures to assist the resolution of disputes or differences within the Charity.
- 6.1.6 to exercise in their capacity as Trustees any powers of the Charity which are not reserved to them in their capacity as Members.

7. The Chair and Vice-Chair

- 7.1 The Chair and Vice-Chair shall be appointed by the Trustees from among their number and the term of each office may commence and end at different times.
- 7.2 The Vice-Chair shall not automatically succeed an outgoing Chair and any Trustee shall be eligible for the position of Chair.

8. Application of Funds

8.1 General

The income and property of the Charity must be applied solely towards promoting the Objects and (except to the extent authorised by this Article 8):

- 8.1.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Member; and
- 8.1.2 a Trustee may not directly or indirectly receive any payment of money or benefit from the Charity.

8.2 Benefits to Members

For the avoidance of doubt nothing in Article 8.1 is to prevent the following payments to Members:

Rent

- 8.2.1 payment of reasonable and proper rent for premises let to the Charity by a Member;

Interest on organisation's loans

- 8.2.2 payment of reasonable and proper interest on money lent by any Member (or other person with the right to appoint Members);

Supply of Goods or Services

- 8.2.3 reasonable payments to a Member (or other person with the right to appoint Members) in return for goods and/or services supplied to the Charity pursuant to a contract;

Out of Pocket Expenses

- 8.2.4 the payment of reasonable and proper out of pocket expenses to those Members who are engaged by the Charity as volunteers in the work of the Charity or in work which is directly funded (in whole or in part) by the Charity and which are actually incurred by them in carrying out their work as volunteers; or

Benefits to Members

- 8.2.5 the grant of a benefit to a Member who is a Beneficiary in furtherance of the Objects.

8.3 Benefits to Trustees

The Charity may make the following payments or grant the following benefits to Trustees:-

Out of pocket expenses

- 8.3.1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Trustees;
- 8.3.2 the payment of reasonable and proper out of pocket expenses to those Trustees who are engaged by the Charity as volunteers in the work of the Charity or in work which is directly funded (in whole or in part) by the Charity and which are actually incurred by them in carrying out their work as volunteers;

Indemnity

8.3.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

8.3.4 the benefit of indemnity insurance under Article 2.21;

Fees to companies in which Trustees have negligible interests

8.3.5 a payment to a company in which a Trustee has no more than a 1% shareholding;

Interest and Rent

8.3.6 payment of reasonable and proper interest on money lent by any Trustee to the Charity;

8.3.7 a reasonable rent or hiring fee for property let or hired by any Trustee to the Charity;

Professional Fees

8.3.8 the usual professional charges for business done by any Trustee who is a solicitor, accountant or other professional or by their firm when instructed by the Charity to act in a professional capacity on its behalf provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which that person's appointment or remuneration or that of their partner is under discussion;

Beneficiaries

8.3.9 benefits provided in furtherance of the Objects to Trustees who are Beneficiaries where those benefits are no different from benefits which are provided to other Beneficiaries; and

Exceptional Circumstances

8.3.10 other payments or benefits (approved in writing in advance by the Charity Commission) in exceptional cases).

8.4 Amendments

This Article may not be amended without the prior written consent of the Charity Commission.

9. Conflicts of interest and Conflicts of loyalty

9.1 A Trustee must declare, as soon as possible and at the latest at the beginning of the meeting at which the matter is to be discussed or before the passing of any written resolution of the Trustees, 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.

9.2 Any Trustee who is or becomes a Conflicted Trustee in relation to any matter to be discussed by the Trustees must:

9.2.1 absent themselves from those discussions, unless the Un-conflicted Trustees invite the Conflicted Trustee to remain in order to provide information to assist the Un-conflicted Trustees in their discussions; and

9.2.2 be absent during any vote and have no vote on the matter whether at a meeting or by written resolution of the Trustees, and shall not be counted in the quorum for that part of the discussion.

9.3 Subject to the provisions of the Companies Act, and provided that they have disclosed to the other Trustees the nature and extent of any interest in accordance with Article 9.1, a Trustee may be an unpaid director or other officer of any undertaking in the same group as the Charity or in which the Charity or any undertaking in the same group as the Charity is otherwise interested. The conditions in Articles 9.1 and 9.2 apply to this authorisation.

9.4 If a Conflict arises for a Trustee because of a duty of loyalty owed to another organisation or person and that Conflict is not authorised by virtue of any other provision in the Articles, the Un-conflicted Trustees may authorise that Conflict where the following conditions apply:

9.4.1 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;

9.4.2 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

9.4.3 the Un-conflicted Trustees consider it is in the interests of the Charity to authorise the Conflict in the circumstances applying; and

9.4.4 the Conflict does not involve a direct or indirect benefit of any nature to a Trustee or to a Connected Person.

9.5 Any authorisation of a Conflict under Article 9.4:

9.5.1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

9.5.2 may impose upon the Conflicted Trustee such other terms for the purposes of dealing with the Conflict as the Trustees think fit; and

- 9.5.3 may provide that, where the Conflicted Trustee obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Trustee) information that is confidential to a third party, they shall not be obliged to disclose that information to the Charity, or to use it in relation to the Charity's affairs where to do so would amount to a breach of that confidence.
- 9.6 Where the Un-conflicted Trustees authorise a Conflict under Article 9.4, the Conflicted Trustee shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Un-conflicted Trustees in relation to the Conflict.
- 9.7 The Trustees may revoke or vary any authorisation given under Article 9.4 at any time, but this shall not affect anything done by the Conflicted Trustee prior to such revocation or variation in accordance with the terms of such authorisation.
- 9.8 A decision of the Trustees will not be invalid because of the subsequent discovery of an interest which should have been declared.
- 10. Records and Accounts**
- 10.1 The Trustees must comply with the requirements of the Charities Act and of the Companies Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- 10.1.1 annual returns; and
- 10.1.2 annual reports and accounts.
- 10.2 The Trustees must also keep records of:
- 10.2.1 all proceedings at meetings of the Trustees, Members and committees;
- 10.2.2 all resolutions in writing;
- 10.2.3 all reports of committees; and
- 10.2.4 all decisions taken by Electronic Means.
- 10.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 10.4 A copy of the Charity's Articles and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

11. Membership

- 11.1 The Charity must maintain a register of Members.
- 11.2 Any person who is appointed as a Trustee will, by virtue of that appointment, agree to become a Member and accordingly will be entered in the register of Members. No person other than a Trustee may be admitted as a Member.
- 11.3 Membership is not transferable.
- 11.4 A person shall automatically cease to be a Member when they cease to be a Trustee and shall be removed from the Register of Members.
- 11.5 The Trustees may establish one or more categories of supporters of the Charity who are not Members of the Charity for the purposes of the Companies Act and who shall therefore have no right to attend or vote at general meetings of the Charity. The Trustees may set out the rights and obligations of such supporters.

12. Irregularities

- 12.1 The proceedings at any meeting or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by 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.
- 12.2 Subject to Article 12.3, all acts done by a meeting of Trustees or by a committee or by a person acting as Trustee shall be valid notwithstanding that it shall afterwards be discovered that there was a defect in the appointment of any Trustee or any member of a committee, or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote.
- 12.3 Article 12.2 does not permit a Trustee or Connected Person to keep any benefit that may be conferred on them by a resolution of the Trustees or a committee of the Trustees if, but for Article 12.2, the resolution would have been void.

13. General Meetings

- 13.1 Members are entitled to attend general meetings in person or, subject to the compliance with Article 15, by proxy.
- 13.2 General meetings are called on at least 14 days' written notice. The notice must:
 - 13.2.1 specify the date time and place of the meeting;
 - 13.2.2 the general nature of the business to be transacted indicating the business to be discussed and (if a Special Resolution is to be proposed) setting out the terms of the proposed Special Resolution;
 - 13.2.3 contain a statement setting out the right of Members to appoint a proxy under section 324 of the Companies Act and Article 15; and

- 13.2.4 be given to all the Members, to all the Trustees and, if any, the Charity's auditors.
- 13.3 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees or at least 10% of the Membership.
- 13.4 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.
- 13.5 A general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.
- 13.6 No business shall be transacted at any general meeting unless a quorum is present.
- 13.7 There is a quorum at a general meeting is the number of Members present in person or by proxy is at least three or one third of the Members (rounded up to the nearest whole number), if greater.
- 13.8 If:
- 13.8.1 a quorum is not present within half an hour from the time appointed for the meeting: or
- 13.8.2 during a meeting a quorum ceases to be present;
- the meeting shall be adjourned to such time and place as the Trustees shall determine.
- 13.9 The Trustees must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 13.10 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present in person or by proxy at that time shall constitute the quorum for that meeting.
- 13.11 Adjourned meetings:
- 13.11.1 The Members present in person or by proxy at a meeting may resolve by Ordinary Resolution that the meeting shall be adjourned.
- 13.11.2 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 13.11.3 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

- 13.11.4 If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 13.12 At all general meetings the Chair shall preside. If there is no such Chair or if the Chair is not present or is unwilling or unable to act, the Vice-Chair (if any) shall chair the meeting, failing which the Members present shall elect a Member to chair the meeting.
- 13.13 The Charity shall not be required to hold an AGM in any year.
- 13.14 Members must annually:
- 13.14.1 receive the accounts of the Charity for the previous Financial Year;
 - 13.14.2 receive a written report on the Charity's activities; and
 - 13.14.3 appoint reporting accountants or auditors for the Charity.
- 13.15 Members may also from time to time;
- 13.15.1 confer on any individual (with his/her consent) or remove from any individual the honorary title of Patron, President or Vice-President of the Charity; and
 - 13.15.2 deal with any other business put before them by the Trustees.
14. **Voting**
- 14.1 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by Ordinary Resolution.
- 14.2 On a show of hands every Member present in person or by proxy shall have one vote. On a poll every Member present in person or by proxy shall have one vote for each vote exercisable by that Member.
- 14.3 Any vote of a meeting shall be decided on a show of hands unless before, or on the declaration of, the result of the show of hands, a poll is demanded. Subject to the provisions of the Companies Act, a poll may be demanded:
- 14.3.1 by the chair of the meeting; or
 - 14.3.2 by at least two Members having the right to vote at the meeting and present in person or by proxy; or
 - 14.3.3 by a Member(s) representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
- 14.4 Unless a poll is duly demanded, a declaration by the chair of the meeting of the result of a vote shall be conclusive evidence of the fact. The result of the vote must be recorded in the minutes of the Charity but it is not necessary to record the number or proportion of the votes cast.

- 14.5 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair of the meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 14.6 A poll must be taken as the chair of the meeting directs and they may appoint scrutineers (who need not be Members) and fix a time, date and place for declaring the results. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 14.7 A poll demanded on the election of the chair of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time, date and place as the chair of the meeting directs not being more than thirty days after the poll is demanded.
- 14.8 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll is demanded.
- 14.9 If the poll is not taken immediately, at least seven clear days' notice must be given specifying the time, date and place at which the poll is to be taken.
- 14.10 Except where otherwise provided by the Articles or the Companies Act, a Written Resolution (whether an Ordinary or a Special Resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the Written Resolution may be set out in more than one document.
- 15. Use of proxy by Members**
- 15.1 A proxy can only be appointed by a written instrument, signed on behalf of the appointer, in one of the forms set out in the Schedule to these Articles or in the form otherwise approved by the Charity, as appropriate.
- 15.2 The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified in such form as may be required by the Trustees or in some other way approved by the Members may:
- 15.2.1 be deposited (including by Electronic Means) at the office as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - 15.2.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - 15.2.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the person chairing the meeting,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

- 15.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 15.4 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 15.5 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 15.6 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

16. Limited Liability

The liability of Members is limited.

17. Guarantee

- 17.1 Every Member promises, if the Charity is dissolved while they remain a Member or within one year after they cease to be a member, to pay up to £1 towards:
 - 17.1.1 payment of those debts and liabilities of the Charity incurred before they ceased to be a Member;
 - 17.1.2 payment of the costs, charges and expenses of winding up; and
 - 17.1.3 the adjustment of rights of contributors among themselves.

18. Communications

- 18.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
 - 18.1.1 by hand;
 - 18.1.2 by post;
 - 18.1.3 by suitable Electronic Means (where specific consent has been received from the Member or Trustee); or
 - 18.1.4 through publication in the Charity's newsletter or on the Charity's website.
- 18.2 The only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.

18.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

18.3.1 24 hours after being sent by Electronic Means, posted on the Charity's website or delivered by hand to the relevant address;

18.3.2 two clear days after being sent by first class post to that address;

18.3.3 three clear days after being sent by second class or overseas post to that address;

18.3.4 immediately on being handed to the recipient personally; or, if earlier,

18.3.5 as soon as the recipient acknowledges actual receipt.

18.4 A technical defect in service of any notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

19. **Winding Up**

19.1 If the Charity is wound up any property remaining after all its debts and liabilities have been satisfied must be applied to another charitable organisations which has objects similar to the Objects.

19.2 The charitable organisation to which the Charity's property is transferred under Article 19.1 is:-

19.2.1 to be nominated by the Members at or before the time of dissolution; or

19.2.2 in default of any nomination under Article 19.2.1 to be selected by the Charity Commission.

19.3 Subject to Articles 19.1 and 19.2 any property remaining must be used for other charitable purposes similar to the Objects.

20. **Interpretation**

20.1 The Articles are to be interpreted without reference to the Model Articles under the Companies Act, which do not apply to the Charity.

20.2 In the Articles, unless the context indicates another meaning:

20.2.1 '**AGM**' means an annual general meeting of the Charity;

20.2.2 '**Annual Trustees' Appointment Meeting**' has the meaning given in Article 4.1;

20.2.3 '**the Articles**' means the Charity's Articles of Association and 'Article' refers to a particular Article;

- 20.2.4 **'Beneficiary'** and **'Beneficiaries'** means the individual or individuals who qualify as beneficiaries of the Charity in accordance with the Objects;
- 20.2.5 **'Chair'** means the chair of the Trustees appointed under Article 7;
- 20.2.6 **'the Charity'** means the company governed by the Articles;
- 20.2.7 **'the Charities Act'** means the Charities Act 2011;
- 20.2.8 **'Charity Trustee'** has the meaning prescribed by section 177 of the Charities Act;
- 20.2.9 **'clear day'** does not include the day on which notice is given or the day of the meeting or other event;
- 20.2.10 **'the Commission'** means the Charity Commission for England and Wales or any body which replaces it;
- 20.2.11 **'the Companies Act'** means as defined in section 2 of the Companies Act 2006;
- 20.2.12 **"Conflict"** means any situation in which a Trustee has or might have a direct or indirect interest (including but not limited to any personal financial interest) that conflicts or possibly might conflict, with the interests of the Charity or which conflicts or possibly might conflict with that Trustee's duty to act solely in the interests of the Charity;
- 20.2.13 **"Conflicted Trustee"** means a Trustee in respect of whom a Conflict exists;
- 20.2.14 **"Connected Person"** means, in relation to a Trustee:
- (a) a child, parent, grandchild, grandparent, brother or sister of that Trustee;
 - (b) the spouse or civil partner of that Trustee or of any person falling within (a) above;
 - (c) a person carrying on business in partnership with that Trustee or with any person falling within (a) or (b) above;
 - (d) an institution which is controlled (whether directly or through one or more nominees):
 - (i) by that Trustee or any person falling within (a),(b) or (c) above or (e) below; or
 - (ii) by two or more persons falling within (i) above, when taken together;
 - (e) a body corporate in which:

(i) that Trustee or any person falling within (a), (b) or (c) or (d) above has a substantial interest; or

(ii) two or more persons falling within (d)(i) above who, when taken together, have a substantial interest,

and sections 350 – 352 of the Charities Act apply for the purposes of interpreting the terms used in this definition;

20.2.15 '**Custodian**' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

20.2.16 '**Director**' means a director of the Charity being also a charity trustee;

20.2.17 "**Electronic Means**" refers to a document or information sent or supplied in electronic form where it is sent or supplied by electronic means (for example by email or fax), or by any other means while in an electronic form (for example sending a disc by post);

20.2.18 "**Financial Benefit**" means a benefit, direct or indirect, which is either money or has a monetary value;

20.2.19 '**Financial Expert**' means a person who is reasonably believed by the Trustees to be qualified to give advice on investments by reason of their ability in and practical experience of financial and other matters relating to investments;

20.2.20 '**Financial Year**' means the Charity's financial year;

20.2.21 '**Firm**' includes a limited liability partnership;

20.2.22 '**Indemnity Insurance**' has the meaning prescribed by section 189 of the Charities Act;

20.2.23 '**Member**' and '**Membership**' refer to company membership of the Charity as a company law member pursuant to the Companies Act;

20.2.24 '**Model Articles**' means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);

20.2.25 '**Month**' means calendar month;

20.2.26 '**Nominee Company**' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

20.2.27 '**Ordinary Resolution**' has the meaning given in section 282 of the Companies Act. Where applicable, 'Members' in this definition means a class of Members;

20.2.28 '**the Objects**' means the Objects of the Charity as defined in Article 1;

- 20.2.29 **'Secretary'** means a company secretary;
 - 20.2.30 **'Special Resolution'** has the meaning given in section 283 of the Companies Act. Where applicable, **'Members'** in this definition means a class of Members;
 - 20.2.31 **'Taxable Trading'** means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
 - 20.2.32 **'Trustee'** means a Director of the Charity and **'Trustees'** means the Directors;
 - 20.2.33 **'Vice-Chair'** means the vice-chair of the Trustees appointed under Article 7;
 - 20.2.34 **'written'** or **'in writing'** refers to a legible document on paper or a document sent by Electronic Means which is capable of being printed out on paper;
 - 20.2.35 **"Un-conflicted Trustees"** means the Trustees who do not have a Conflict in relation to the matter in question;
 - 20.2.36 **'Written Resolution'** has the meaning given in section 288 of the Companies Act; and
 - 20.2.37 **'year'** means calendar year.
- 20.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 20.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

Schedule

An instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual, or which the Trustees may approve):

"I/We,, of, being a Member/Members of the above-named Charity, hereby appoint of, or in their absence, of, as my/our proxy to attend, speak and vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the Charity, to be held on 20[], and at any adjournment thereof.

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

*Resolution No. 1 *for * against*

*Resolution No. 2 *for * against.*

- *Strike out whichever is not desired.*

Unless otherwise instructed, the proxy may vote as they think fit or abstain from voting.

Signed on 20[]"