

Amended Articles of Association
Companies Acts 1985 1989 and 2006
Company limited by guarantee

**ARTICLES OF ASSOCIATION OF JOHN LEWIS & PARTNERS
FOUNDATION**

1. Membership

- 1.1 The Charity must maintain a register of **members**.
- 1.2 **Membership** of the Charity is open to any individual interested in promoting the **Objects** who:
- (1) applies to the Charity in the form required by the **Trustees**;
 - (2) is approved by the Trustees;
 - (3) signs the register of members or consents **in writing** to become a member; and
 - (4) agrees to be a Trustee
- 1.3 The Trustees may establish different classes of membership (including **informal membership**), prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 1.4 Membership is terminated if the member concerned:
- (1) gives **written** notice of resignation to the Charity;
 - (2) dies;
 - (3) is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity. The Trustees may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 **clear days** after receiving notice; or
 - (4) Ceases to be a Trustee
- 1.5 Membership of the Charity is not transferable.

2. General Meetings



- 2.1 Members are entitled to attend general meetings. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 2.2 There is a quorum at a general meeting if the number of members present is at least 3 or 50% of the members if greater.
- 2.3 The **Chairman** or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 2.4 Except where otherwise provided by the **Companies Act**, every issue is decided by a majority of the votes cast.
- 2.5 Except for the chairman of the meeting, who has a casting vote, every member present in person has one vote on each issue.
- 2.6 A written resolution passed in accordance with the Companies Act is as valid as a resolution passed at a general meeting.

3. The Trustees

- 3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 3.2 The Trustees when complete consist of at least 3 and not more than 10 individuals, all of whom must be members at the date of appointment.
- 3.3 The **Partnership Board** shall be entitled by notice in writing signed by them or on their behalf and left at or sent to the registered office of the Foundation to appoint five Trustees and by like notice to remove any Trustee so appointed by them.
- 3.4 The subscribers to the **Memorandum** are the first Trustees each of whom shall be deemed to have been appointed pursuant to Article 3.3 above.
- 3.5 The **Trustee Board** shall be entitled to appoint up to five Trustees by resolution of the Trustee Board and by such resolution be entitled to remove any Trustee so appointed by them.
- 3.6 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee.
- 3.7 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees.
- 3.8 Each Trustee can serve for a three year term of office and shall retire at the board meeting arising after the third anniversary of their appointment.

3.9 A retiring Trustee who remains qualified may be reappointed for a further three year term of office, up to a total of three three year terms of office.

3.10 A Trustee's term of office automatically terminates if he or she:

- (1) is disqualified under the Charities Act from acting as a charity trustee;
- (2) is incapable, whether mentally or physically, of managing his or her own affairs;
- (3) is absent without notice from 3 consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- (4) ceases to be a member but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next Board meeting;
- (5) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
- (6) is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views;
- (7) is a Trustee appointed by the Central Board and is removed by notice pursuant to Article 3.3 above; or
- (8) is a Trustee appointed by the Trustee Board and is removed by notice pursuant to Article 3.5 above.

3.11 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.

4. Trustees' proceedings

4.1 The Trustees must hold at least two meetings each year.

4.2 A quorum at a meeting of the Trustees is 3 Trustees.

4.3 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.

4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

4.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by a majority of the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may

be contained in more than one document and will be treated as passed on the date of the last signature.

- 4.6 Except for the Chairman of the meeting, who has a casting vote, every Trustee has one vote on each issue.
- 4.7 A Trustee must avoid a situation in which he or she has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:
- (1) the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - (2) the situation is authorised by the Trustees in accordance with Article 4.8;
 - (3) the situation relates to the purchase of trustee indemnity insurance in accordance with Clause 4.17 of the Memorandum; or
 - (4) the situation relates to the relationship a Trustee has with John Lewis plc as an employee, partner or otherwise.
- 4.8 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that:
- (1) the procedure in Article 4.9 is followed;
 - (2) authorisation will not result in any direct or indirect material benefit being conferred on any Trustee or any **Person Connected to a Trustee** that would not be permitted by Clause 5 of the Memorandum; and
 - (3) the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.
- 4.9 Whenever a Trustee has an interest or a duty that conflicts with a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
- (1) declare his or her interest before discussion begins on the matter;
 - (2) withdraw from the meeting for that item unless invited to remain in order to provide information;
 - (3) not be counted in the quorum for that part of the meeting; and
 - (4) withdraw during the vote and have no vote on the matter.
- 4.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. Trustees' powers

The Trustees have the following powers in the administration of the Charity:

- 5.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
- 5.2 To appoint a Chairman, Treasurer and other honorary officers from among their number.
- 5.3 To delegate 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, who will be Chairman of the Committee, and all proceedings of committees must be reported promptly to the Trustees.
- 5.4 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings
- 5.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 5.6 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 5.7 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 5.8 To exercise any powers of the Charity which are not reserved to a general meeting.

6. Records and Accounts

- 6.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of:
 - (1) annual returns;
 - (2) annual reports; and
 - (3) annual statements of account.
- 6.2 The Trustees must keep proper records of:
 - (1) all proceedings at general meetings;
 - (2) all proceedings at meetings of the Trustees;

- (3) all reports of committees; and
- (4) all professional advice obtained.

- 6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.
- 6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

7. Notices

- 7.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper or any journal distributed by the Charity.
- 7.2 The only address at which a member is entitled to receive notices sent by post is an address in the U.K. shown in the register of members.
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - (2) two clear days after being sent by first class post to that address;
 - (3) three clear days after being sent by second class or overseas post to that address;
 - (4) on the date of publication of a newspaper containing the notice;
 - (5) on being handed to the member personally; or, if earlier,
 - (6) as soon as the member acknowledges actual receipt.
- 7.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

8. Dissolution

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

9. Interpretation

9.1 In the Memorandum and in the Articles, unless the context indicates another meaning:

‘the Articles’ means the Charity’s articles of association;

‘Chairman’ means the chairman of the Trustees;

‘the Charity’ means the company governed by the Articles;

‘the Charities Act’ means the Charities Act 2011;

‘charity trustee’ has the meaning prescribed by section 177 of the Charities Act;

‘clear day’ means 24 hours from midnight following the relevant event;

‘the Commission’ means the Charity Commissioners for England and Wales;

‘the Companies Act’ means the Companies Act 2006;

‘custodian’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘financial expert’ means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘financial year’ means the Charity’s financial year;

‘firm’ includes a limited liability partnership;

‘indemnity insurance’ means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

‘informal membership’ refers to a supporter who may be called a ‘member’ but is not a company member of the Charity.

‘material benefit’ means a benefit which may not be financial but has a monetary value;

‘member’ and ‘membership’ refer to company membership of the Charity;

‘Memorandum’ means the Charity’s Memorandum of Association;

‘month’ means calendar month;

‘nominee company’ means a corporate body registered or having an established place of business in England and Wales;

‘the Objects’ means the Objects of the Charity as defined in clause 3 of the Memorandum;

‘the Partnership Board’ means the Board of Directors for the time being of John Lewis Partnership plc;

‘Person Connected to a Trustee’ means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee; (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a); (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b); (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together); (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);

‘Secretary’ means the company secretary of the Charity;

‘taxable trading’ means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

‘Trustee’ means a director of the Charity and ‘Trustees’ means the directors.

‘written’ or ‘in writing’ refers to a legible document on paper including a fax message;

‘year’ means calendar year.

9.2 Expressions defined in the Companies Act have the same meaning.

9.3 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.

10. The provisions that immediately before the commencement of section 28 of the Act contained in the company's memorandum, but not provisions of the kind mentioned in section 8 of the Act, are to be treated as provisions of the company's articles of association adopted by special resolution on 8 June 2015.

NAMES & ADDRESSES OF SUBSCRIBERS**SUBSCRIBERS' SIGNATURES**

Name Alan Coates

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Address Westway House
 Hermitage Lane
 Windsor SL4 4AZ

Dated
Name Laura Whyte

.....

Address Flat 4, Grove End Gardens
 Grove End Road
 London, NW8 9LL

Dated 4th January 2007

Name Nick Monger-Godfrey

.....

Address Calvia, High Street
 High Street, South Moreton
 Oxfordshire, OX119AG

Dated 4th January 2007

Witness to the above signatures

Name

Address

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Occupation

Signature