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COMPANIES HOUSE

**COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE**

ARTICLES OF ASSOCIATION

-OF-

GROUNDWORK GREATER MANCHESTER

1. Objects

The Objects of the Charity are, for the public benefit:

- 1.1. To promote the conservation, protection and improvement of the physical and natural environment in the Metropolitan Boroughs of Bolton, Bury Manchester, Oldham, Rochdale Salford, Stockport, Tameside, Trafford; the Unitary Borough of Blackburn with Darwen and the Districts of Burnley, Hyndburn, Pendle, Rossendale and Ribble Valley and such other areas as the Trustees shall in their absolute discretion determine from time to time ("the area of benefit");
- 1.2. To provide facilities in the interests of social welfare for recreation and leisure time occupation with the objective of improving the conditions of life for those living in or working in or resorting to the area of benefit;
- 1.3. To advance public education in environmental matters and of the ways of better conserving, protecting and improving the same wheresoever;
- 1.4. To promote urban or rural regeneration in areas of social and economic deprivation within the area of benefit by all or any of the following means:
 - 1.4.1. the relief of poverty in such ways as may be thought fit;
 - 1.4.2. the relief of unemployment in such ways as may be thought fit including assistance to find employment;
 - 1.4.3. the advancement of education, training or re-training particularly amongst unemployed people and providing unemployed people with work experience;
 - 1.4.4. the provision of financial assistance, technical assistance, business advice or consultancy in order to provide training and employment opportunities for unemployed people in cases of financial or other charitable need through help:
 - 1.4.4.1. in setting up their own businesses; or
 - 1.4.4.2. to existing businesses;
 - 1.4.5. the creation of training and employment opportunities by the provision of work space, buildings and / or land for use on favourable terms;

- 1.4.6. the provision of housing for those who are in conditions of need and the improvement of housing in the public sector or in charitable ownership provided that such power shall not extend to relieving any local authority or other bodies of a statutory duty to provide or improve housing;
- 1.4.7. the maintenance, improvement or provision of public amenities;
- 1.4.8. the preservation of buildings or sites of historic or architectural importance;
- 1.4.9. the provision or assistance in the provision of recreational facilities for the public at large and / or those who by reason of their youth, age, infirmity or disablement, poverty or social and economic circumstances, have need of such facilities;
- 1.4.10. the protection or conservation of the environment, and the promotion and maintenance of sustainable community based projects;
- 1.4.11. the provision of public health facilities and childcare;
- 1.4.12. the promotion of public safety and prevention of crime;
- 1.4.13. such other means as may from time to time be determined subject to the prior written consent of the Commission;
- 1.5. To promote sustainable development within the area of benefit by:
 - 1.5.1. the preservation, conservation and the protection of the environment and the prudent use of resources;
 - 1.5.2. the relief of poverty and the improvement of the conditions of life in socially disadvantaged communities;
 - 1.5.3. the promotion of sustainable means of achieving economic growth and regeneration;
- 1.6. To advance the education of the public in subjects relating to sustainable development and the protection, enhancement and rehabilitation of the environment and to promote study and research in such subjects provided that the useful results of such study are disseminated to the public at large

Sustainable development in this Article and in Article 1.5 above means "development which meets the needs of the present without compromising the ability of future generations to meet their own needs".

2. Powers

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

- 2.1. to educate the public regarding the use and abuse of the environment and promote awareness regarding the conservation and improvement of the physical and natural environment;
- 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 accept gifts and to raise funds (but not by means of taxable trading except to the extent permitted by HM Revenue & Customs and the Commission without jeopardising the Charity's tax exempt and charitable status);
- 2.7. to borrow money;
- 2.8. to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 2.9. to acquire or hire property of any kind;
- 2.10. to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.11. to set aside funds for special purposes or as reserves against future expenditure;
- 2.12. to deposit or invest its funds in any manner (but to invest 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);
- 2.13. to delegate the management of investments to a financial expert, but only on terms that:
 - 2.13.1. the investment policy is set down in writing for the financial expert by the Trustees;
 - 2.13.2. timely reports of all transactions are provided to the Trustees;
 - 2.13.3. the performance of the investments is reviewed regularly with the Trustees;
 - 2.13.4. the Trustees are entitled to cancel the delegation arrangement at any time;
 - 2.13.5. the investment policy and the delegation arrangement are reviewed at least once a year;
 - 2.13.6. 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
 - 2.13.7. the financial expert must not do anything outside the powers of the Charity;
- 2.14. 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;
- 2.15. 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;
- 2.16. to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.17. subject to Article 6.3, to employ paid or unpaid agents, staff or advisers;
- 2.18. to enter into contracts to provide services to or on behalf of other bodies;
- 2.19. to establish or acquire subsidiary companies, including a trading subsidiary;
- 2.20. to do anything else within the law which promotes or helps to promote the Objects.

3. Trustees

- 3.1. The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2. There must be at least three Trustees. If the number falls below this minimum, then the remaining Trustee or Trustees may act only to call a meeting of the Trustees to appoint a new Trustee.
- 3.3. The maximum number of Trustees is twelve.
- 3.4. The Trustees may at any time appoint any individual who is eligible as a Trustee by a resolution passed at a properly convened meeting of the Trustees. Trustees other than the Groundwork UK Trustee shall hold office for such terms determined by the Trustees provided that no Trustee shall serve a term exceeding three years
- 3.5. The Groundwork UK Trustee shall be an individual nominated by Groundwork UK.

Groundwork UK Trustees shall hold office for such terms determined by Groundwork UK provided that no Groundwork UK Trustee shall serve a term exceeding three years

- 3.6. A retiring Trustee or a Trustee whose term of office has come to an end may be reappointed provided that if a Trustee (including any Groundwork UK Trustee) has served as such for a continuous period up to or exceeding six years his / her reappointment for a final term of up to three years shall: (i) be subject to a rigorous review by the Trustees taking into account the need for progressive refreshing of the Board of Trustees; (ii) explained in the Trustees' annual report and (iii) be subject to annual review
- 3.7. A Trustee's term of office as such automatically terminates if he / she:
 - 3.7.1. is disqualified under the Charities Act from acting as a charity trustee;

- 3.7.2. is incapable, whether mentally or physically, of managing his / her own affairs;
- 3.7.3. is absent without permission from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- 3.7.4. resigns by written notice to the Trustees (but only if at least three Trustees will remain in office);
- 3.7.5. is removed by the Members at a general meeting under the Companies Act;
- 3.7.6. ceases to be a Member.

A Groundwork UK Trustee may at any time be removed from office by Groundwork UK.

- 3.8. 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. In selecting individuals for appointment as Trustees the Trustees must have regard to (i) the skills, knowledge and experience needed for the effective administration of the Charity and (ii) the social, ethnic and economic diversity of the wider community within the geographical area of benefit.

4. Trustees' proceedings

- 4.1. The Trustees must hold at least four meetings each year, one of which must approve the annual budget for the Charity.
- 4.2. A quorum at a meeting of the Trustees is at least three or one third of the Trustees in office, whichever is the greater.
- 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 Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.5. 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 entitled to receive notice of a meeting (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.6. Every Trustee has one vote on each issue but in case of an equality of votes, the chair of the meeting shall have a second or casting vote.
- 4.7. 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 in their capacity as Trustees:

- 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 (and remove) a Chair 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 and all proceedings of committees must be reported promptly to the next full meeting of the Trustees.
- 5.4. To make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings.
- 5.5. To make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 5.6. To make regulations consistent with 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 the Members.

6. Benefits and Conflicts

- 6.1. The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:
 - 6.1.1 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - 6.1.2 Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class.
- 6.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 6.2.1 as mentioned in Articles 6.1 or 6.3;
 - 6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 6.2.3 the benefit of indemnity insurance as permitted by the Charities Act;
 - 6.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 6.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).
- 6.3 Subject to Article 6.4, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

- 6.3.1 declare the nature and extent of his or her interest before discussion begins on the matter;
 - 6.3.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 6.3.3 not be counted in the quorum for that part of the meeting; and
 - 6.3.4 be absent during the vote and have no vote on the matter.
- 6.4 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- 6.4.1 continue to participate in discussions leading to the making of a decision and / or to vote, or
 - 6.4.2 disclose to a third party information confidential to the Charity, or
 - 6.4.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity.
- 6.5 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

7. Records and Accounts

- 7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities 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:
- 7.1.1 annual returns;
 - 7.1.2 annual reports; and
 - 7.1.3 annual statements of account.
- 7.2 The Trustees must also keep records of:
- 7.2.1 all proceedings at meetings of the Trustees;
 - 7.2.2 all resolutions in writing;
 - 7.2.3 all reports of committees; and
 - 7.2.4 all professional advice obtained.
- 7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 7.4 A copy of the Charity's constitution 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.

8. Membership

- 8.1 The Charity must maintain a Register of Members.
- 8.2 Membership is limited to the Trustees for the time being and to Groundwork UK.
- 8.3 Membership is not transferable.
- 8.4 A Member shall cease to be a Member:
 - 8.4.1 if by notice in writing to the Charity, the Member resigns. The Member is deemed to have resigned when such notice is received at the Charity's registered office;
 - 8.4.2 if, at a meeting of the Trustees at which not less than half of the Trustees are present, a resolution is passed resolving that the Member be expelled. Such a resolution shall not be passed unless the Member has been given at least 14 clear days' notice in writing that the resolution is to be proposed specifying the circumstances alleged to justify the expulsion, and has been afforded a reasonable opportunity of being heard by or of making representations to the Trustees;
 - 8.4.3 if any subscription or other sum payable by the Member to the Charity is not paid on the due date and remains unpaid seven days after notice served on the Member by the Trustees informing the Member that it will be removed from Membership if it is not paid. The Trustees may readmit to Membership any individual or organisation removed on this ground on payment by the Member of such sum in respect of the sum due as the Trustees may determine;
 - 8.4.4 if the Member dies or otherwise ceases to exist;
 - 8.4.5 if the Member (other than Groundwork UK) ceases to be a Trustee.
- 8.5 The Trustees may recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

9. General Meetings

- 9.1 Members are entitled to attend general meetings in person, by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting) or, in the case of a Member that is an organisation, by way of an authorised representative. General meetings may be held either in person or by suitable electronic means agreed by the Members in which all participants may communicate with all the other participants
- 9.2 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 9.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least two or 50% of the total number of Members, whichever is greater.

- 9.4 The Chair or (if the Chair is unable or unwilling to do so) some other Member chosen by the Members present presides at each meeting.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 9.6 Every Member present in person, by proxy or by way of an authorised representative has one vote on each issue.
- 9.7 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.
- 9.8 The Charity may (but need not) hold an AGM in any year. Members must annually:
- 9.8.1 receive the accounts of the Charity for the previous financial year;
 - 9.8.2 receive a written report on the Charity's activities;
 - 9.8.3 appoint reporting accountants or auditors for the Charity.
- 9.9 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 (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.
- 9.10 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

10. Limited Liability

The liability of Members is limited.

11. Guarantee

Every Member undertakes to contribute such amount as may be required, not exceeding £1, to the Charity's assets if it should be wound up while they are a Member or within one year after they cease to be a Member:

- 11.1 For the payment of the Charity's debts and liabilities contracted before he / she / it ceased to be a Member;
- 11.2 For the costs, charges and expenses of winding up; and
- 11.3 the adjustment among themselves of the rights of persons who have contributed to the Charity's assets.

12. Communications

- 12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- 12.1.1 by hand;
- 12.1.2 by post; or
- 12.1.3 by suitable electronic means.

12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the Register of Members.

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

- 12.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- 12.3.2 two clear days after being sent by first class post to that address;
- 12.3.3 three clear days after being sent by second class or overseas post to that address;
- 12.3.4 immediately on being handed to the recipient personally; or, if earlier,
- 12.3.5 as soon as the recipient acknowledges actual receipt.

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

13. Dissolution

13.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- 13.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- 13.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;
- 13.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

13.2 A final report and statement of account must be sent to the Commission.

13.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

14. Interpretation

14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

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

‘AGM’ means an annual general meeting of the Charity;

‘the Articles’ means the Charity’s Articles of Association and ‘Article’ refers to a particular Article;

‘Chair’ means the chair of the Trustees;

'the Charity' means the company governed by the Articles;

'the Charities Act' means the Charities Acts 1992 to 2016;

'charity trustee' has the meaning prescribed by the Charities Act;

'clear day' does not include the day on which notice is given or the day of the meeting or other event;

'the Commission' means the Charity Commission for England and Wales or any body which replaces it;

'the Companies Act' means the Companies Acts 1985 to 2006;

'Conflicted Trustee' means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

'Connected Person' means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;

'constitution' means the Memorandum and the Articles and any special resolutions relating to them;

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

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

'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;

'Groundwork UK' means The Federation of Groundwork Trusts (charity number 291558; company number 01900511) whose registered office is at Suite B2, The Walker Building, 58 Oxford Street, Birmingham, B5 5NR

'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 act or omission amounts to a criminal offence or the

Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Member' and 'Membership' refer to 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 which holds title to property for another;

'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;

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

'Resolution in writing' means a written resolution of the Trustees;

'Secretary' means a company secretary;

'special resolution' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power;

'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;

'Trustee' means a director of the Charity and 'Trustees' means the directors;

'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;

'written resolution' refers to an ordinary or a special resolution which is in writing;

'year' means calendar year.

14.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

14.4 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.

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COMPANY LIMITED BY GUARANTEE**

ARTICLES OF ASSOCIATION

-OF-

GROUNDWORK GREATER MANCHESTER

**DATE OF INCORPORATION: 25th MARCH 2008
COMPANY NUMBER: 06543150
CHARITY NUMBER: 1124508**

**BRABNERS LLP
55 KING STREET
MANCHESTER
M2 4LQ**

**REF: RNI/62857-13
TEL: 0161 836 8814**

**COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE**

ARTICLES OF ASSOCIATION

-OF-

GROUNDWORK GREATER MANCHESTER

1. Objects

The Objects of the Charity are, for the public benefit:

- 1.1. To promote the conservation, protection and improvement of the physical and natural environment in the Metropolitan Boroughs of Bolton, Bury Manchester, Oldham, Rochdale Salford, Stockport, Tameside, Trafford; the Unitary Borough of Blackburn with Darwen and the Districts of Burnley, Hyndburn, Pendle, Rossendale and Ribble Valley and such other areas as the Trustees shall in their absolute discretion determine from time to time ("the area of benefit");
- 1.2. To provide facilities in the interests of social welfare for recreation and leisure time occupation with the objective of improving the conditions of life for those living in or working in or resorting to the area of benefit;
- 1.3. To advance public education in environmental matters and of the ways of better conserving, protecting and improving the same wheresoever;
- 1.4. To promote urban or rural regeneration in areas of social and economic deprivation within the area of benefit by all or any of the following means:
 - 1.4.1. the relief of poverty in such ways as may be thought fit;
 - 1.4.2. the relief of unemployment in such ways as may be thought fit including assistance to find employment;
 - 1.4.3. the advancement of education, training or re-training particularly amongst unemployed people and providing unemployed people with work experience;
 - 1.4.4. the provision of financial assistance, technical assistance, business advice or consultancy in order to provide training and employment opportunities for unemployed people in cases of financial or other charitable need through help:
 - 1.4.4.1. in setting up their own businesses; or
 - 1.4.4.2. to existing businesses;
 - 1.4.5. the creation of training and employment opportunities by the provision of work space, buildings and / or land for use on favourable terms;

- 1.4.6. the provision of housing for those who are in conditions of need and the improvement of housing in the public sector or in charitable ownership provided that such power shall not extend to relieving any local authority or other bodies of a statutory duty to provide or improve housing;
- 1.4.7. the maintenance, improvement or provision of public amenities;
- 1.4.8. the preservation of buildings or sites of historic or architectural importance;
- 1.4.9. the provision or assistance in the provision of recreational facilities for the public at large and / or those who by reason of their youth, age, infirmity or disablement, poverty or social and economic circumstances, have need of such facilities;
- 1.4.10. the protection or conservation of the environment, and the promotion and maintenance of sustainable community based projects;
- 1.4.11. the provision of public health facilities and childcare;
- 1.4.12. the promotion of public safety and prevention of crime;
- 1.4.13. such other means as may from time to time be determined subject to the prior written consent of the Commission;
- 1.5. To promote sustainable development within the area of benefit by:
 - 1.5.1. the preservation, conservation and the protection of the environment and the prudent use of resources;
 - 1.5.2. the relief of poverty and the improvement of the conditions of life in socially disadvantaged communities;
 - 1.5.3. the promotion of sustainable means of achieving economic growth and regeneration;
- 1.6. To advance the education of the public in subjects relating to sustainable development and the protection, enhancement and rehabilitation of the environment and to promote study and research in such subjects provided that the useful results of such study are disseminated to the public at large

Sustainable development in this Article and in Article 1.5 above means "development which meets the needs of the present without compromising the ability of future generations to meet their own needs".

2. Powers

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

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- 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 accept gifts and to raise funds (but not by means of taxable trading except to the extent permitted by HM Revenue & Customs and the Commission without jeopardising the Charity's tax exempt and charitable status);
- 2.7. to borrow money;
- 2.8. to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 2.9. to acquire or hire property of any kind;
- 2.10. to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.11. to set aside funds for special purposes or as reserves against future expenditure;
- 2.12. to deposit or invest its funds in any manner (but to invest 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);
- 2.13. to delegate the management of investments to a financial expert, but only on terms that:
 - 2.13.1. the investment policy is set down in writing for the financial expert by the Trustees;
 - 2.13.2. timely reports of all transactions are provided to the Trustees;
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 - 2.13.7. the financial expert must not do anything outside the powers of the Charity;
- 2.14. 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;

- 2.15. 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;
- 2.16. to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.17. subject to Article 6.3, to employ paid or unpaid agents, staff or advisers;
- 2.18. to enter into contracts to provide services to or on behalf of other bodies;
- 2.19. to establish or acquire subsidiary companies, including a trading subsidiary;
- 2.20. to do anything else within the law which promotes or helps to promote the Objects.

3. Trustees

- 3.1. The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2. There must be at least three Trustees. If the number falls below this minimum, then the remaining Trustee or Trustees may act only to call a meeting of the Trustees to appoint a new Trustee.
- 3.3. The maximum number of Trustees is twelve.
- 3.4. The Trustees may at any time appoint any individual who is eligible as a Trustee by a resolution passed at a properly convened meeting of the Trustees. Trustees other than the Groundwork UK Trustee shall hold office for such terms determined by the Trustees provided that no Trustee shall serve a term exceeding three years
- 3.5. The Groundwork UK Trustee shall be an individual nominated by Groundwork UK.

Groundwork UK Trustees shall hold office for such terms determined by Groundwork UK provided that no Groundwork UK Trustee shall serve a term exceeding three years

- 3.6. A retiring Trustee or a Trustee whose term of office has come to an end may be reappointed provided that if a Trustee (including any Groundwork UK Trustee) has served as such for a continuous period up to or exceeding six years his / her reappointment for a final term of up to three years shall: (i) be subject to a rigorous review by the Trustees taking into account the need for progressive refreshing of the Board of Trustees; (ii) explained in the Trustees' annual report and (iii) be subject to annual review
- 3.7. A Trustee's term of office as such automatically terminates if he / she:
 - 3.7.1. is disqualified under the Charities Act from acting as a charity trustee;

- 3.7.2. is incapable, whether mentally or physically, of managing his / her own affairs;
- 3.7.3. is absent without permission from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- 3.7.4. resigns by written notice to the Trustees (but only if at least three Trustees will remain in office);
- 3.7.5. is removed by the Members at a general meeting under the Companies Act;
- 3.7.6. ceases to be a Member.

A Groundwork UK Trustee may at any time be removed from office by Groundwork UK.

- 3.8. 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. In selecting individuals for appointment as Trustees the Trustees must have regard to (i) the skills, knowledge and experience needed for the effective administration of the Charity and (ii) the social, ethnic and economic diversity of the wider community within the geographical area of benefit.

4. Trustees' proceedings

- 4.1. The Trustees must hold at least four meetings each year, one of which must approve the annual budget for the Charity.
- 4.2. A quorum at a meeting of the Trustees is at least three or one third of the Trustees in office, whichever is the greater.
- 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 Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.5. 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 entitled to receive notice of a meeting (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.6. Every Trustee has one vote on each issue but in case of an equality of votes, the chair of the meeting shall have a second or casting vote.
- 4.7. 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 in their capacity as Trustees:

- 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 (and remove) a Chair 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 and all proceedings of committees must be reported promptly to the next full meeting of the Trustees.
- 5.4. To make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings.
- 5.5. To make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 5.6. To make regulations consistent with 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 the Members.

6. Benefits and Conflicts

- 6.1. The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:
 - 6.1.1 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - 6.1.2 Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class.
- 6.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 6.2.1 as mentioned in Articles 6.1 or 6.3;
 - 6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 6.2.3 the benefit of indemnity insurance as permitted by the Charities Act;
 - 6.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 6.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).
- 6.3 Subject to Article 6.4, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

- 6.3.1 declare the nature and extent of his or her interest before discussion begins on the matter;
 - 6.3.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 6.3.3 not be counted in the quorum for that part of the meeting; and
 - 6.3.4 be absent during the vote and have no vote on the matter.
- 6.4 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- 6.4.1 continue to participate in discussions leading to the making of a decision and / or to vote, or
 - 6.4.2 disclose to a third party information confidential to the Charity, or
 - 6.4.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity.
- 6.5 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

7. Records and Accounts

- 7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities 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:
- 7.1.1 annual returns;
 - 7.1.2 annual reports; and
 - 7.1.3 annual statements of account.
- 7.2 The Trustees must also keep records of:
- 7.2.1 all proceedings at meetings of the Trustees;
 - 7.2.2 all resolutions in writing;
 - 7.2.3 all reports of committees; and
 - 7.2.4 all professional advice obtained.
- 7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 7.4 A copy of the Charity's constitution 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.

8. Membership

- 8.1 The Charity must maintain a Register of Members.
- 8.2 Membership is limited to the Trustees for the time being and to Groundwork UK.
- 8.3 Membership is not transferable.
- 8.4 A Member shall cease to be a Member:
 - 8.4.1 if by notice in writing to the Charity, the Member resigns. The Member is deemed to have resigned when such notice is received at the Charity's registered office;
 - 8.4.2 if, at a meeting of the Trustees at which not less than half of the Trustees are present, a resolution is passed resolving that the Member be expelled. Such a resolution shall not be passed unless the Member has been given at least 14 clear days' notice in writing that the resolution is to be proposed specifying the circumstances alleged to justify the expulsion, and has been afforded a reasonable opportunity of being heard by or of making representations to the Trustees;
 - 8.4.3 if any subscription or other sum payable by the Member to the Charity is not paid on the due date and remains unpaid seven days after notice served on the Member by the Trustees informing the Member that it will be removed from Membership if it is not paid. The Trustees may readmit to Membership any individual or organisation removed on this ground on payment by the Member of such sum in respect of the sum due as the Trustees may determine;
 - 8.4.4 if the Member dies or otherwise ceases to exist;
 - 8.4.5 if the Member (other than Groundwork UK) ceases to be a Trustee.
- 8.5 The Trustees may recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

9. General Meetings

- 9.1 Members are entitled to attend general meetings in person, by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting) or, in the case of a Member that is an organisation, by way of an authorised representative. General meetings may be held either in person or by suitable electronic means agreed by the Members in which all participants may communicate with all the other participants
- 9.2 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 9.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least two or 50% of the total number of Members, whichever is greater.

- 9.4 The Chair or (if the Chair is unable or unwilling to do so) some other Member chosen by the Members present presides at each meeting.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 9.6 Every Member present in person, by proxy or by way of an authorised representative has one vote on each issue.
- 9.7 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.
- 9.8 The Charity may (but need not) hold an AGM in any year. Members must annually:
- 9.8.1 receive the accounts of the Charity for the previous financial year;
 - 9.8.2 receive a written report on the Charity's activities;
 - 9.8.3 appoint reporting accountants or auditors for the Charity.
- 9.9 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 (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.
- 9.10 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

10. Limited Liability

The liability of Members is limited.

11. Guarantee

Every Member undertakes to contribute such amount as may be required, not exceeding £1, to the Charity's assets if it should be wound up while they are a Member or within one year after they cease to be a Member:

- 11.1 For the payment of the Charity's debts and liabilities contracted before he / she / it ceased to be a Member;
- 11.2 For the costs, charges and expenses of winding up; and
- 11.3 the adjustment among themselves of the rights of persons who have contributed to the Charity's assets.

12. Communications

- 12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- 12.1.1 by hand;
 - 12.1.2 by post; or
 - 12.1.3 by suitable electronic means.
- 12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the Register of Members.
- 12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 12.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 12.3.2 two clear days after being sent by first class post to that address;
 - 12.3.3 three clear days after being sent by second class or overseas post to that address;
 - 12.3.4 immediately on being handed to the recipient personally; or, if earlier,
 - 12.3.5 as soon as the recipient acknowledges actual receipt.
- 12.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. Dissolution

- 13.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:
- 13.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - 13.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;
 - 13.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.
- 13.2 A final report and statement of account must be sent to the Commission.
- 13.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

14. Interpretation

- 14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.
- 14.2 In the Articles, unless the context indicates another meaning:
- ‘AGM’ means an annual general meeting of the Charity;
- ‘the Articles’ means the Charity’s Articles of Association and ‘Article’ refers to a particular Article;
- ‘Chair’ means the chair of the Trustees;

'the Charity' means the company governed by the Articles;

'the Charities Act' means the Charities Acts 1992 to 2016;

'charity trustee' has the meaning prescribed by the Charities Act;

'clear day' does not include the day on which notice is given or the day of the meeting or other event;

'the Commission' means the Charity Commission for England and Wales or any body which replaces it;

'the Companies Act' means the Companies Acts 1985 to 2006;

'Conflicted Trustee' means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

'Connected Person' means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;

'constitution' means the Memorandum and the Articles and any special resolutions relating to them;

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

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

'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;

'Groundwork UK' means The Federation of Groundwork Trusts (charity number 291558; company number 01900511) whose registered office is at Suite B2, The Walker Building, 58 Oxford Street, Birmingham, B5 5NR

'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 act or omission amounts to a criminal offence or the

Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Member' and 'Membership' refer to 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 which holds title to property for another;

'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;

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

'Resolution in writing' means a written resolution of the Trustees;

'Secretary' means a company secretary;

'special resolution' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power;

'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;

'Trustee' means a director of the Charity and 'Trustees' means the directors;

'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;

'written resolution' refers to an ordinary or a special resolution which is in writing;

'year' means calendar year.

14.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

14.4 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.