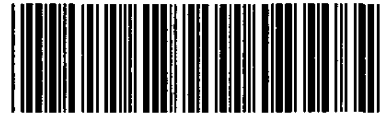


**Company Number: 06758215**

THURSDAY



\*R8GA9KPE\*  
RM 17/10/2019 #139  
COMPANIES HOUSE

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**COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

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**ARTICLES OF ASSOCIATION**

**of**

**RASPBERRY PI FOUNDATION**

**Incorporated in England and Wales  
under the Companies Acts 1985 to 2006**

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**ADOPTED BY SPECIAL RESOLUTION ON 10 OCTOBER 2019**

## **ARTICLES OF ASSOCIATION**

**- of -**

### **RASPBERRY PI FOUNDATION**

**(the "Charity")**

**1. NAME**

The name of the Charity is the Raspberry Pi Foundation.

**2. REGISTERED OFFICE**

The registered office of the Charity is to be in England and Wales.

**3. OBJECT**

The object of the Charity is to further the advancement of education of adults and children, particularly in the field of Computers, Computer Science and related subjects ("**Object**").

**4. POWERS**

The Charity has power to do anything which is calculated to further its Object or is conducive or incidental to doing so including, without limitation, the power:

- 4.1 to raise funds. In doing so, the Charity must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
- 4.2 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.3 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 117 and 122 of the Charities Act 2011;
- 4.4 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Charity must comply as appropriate with sections 124 - 126 of the Charities Act 2011 if it wishes to mortgage land;
- 4.5 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 4.6 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Object;

- 4.7 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;
- 4.8 to set aside income as a reserve against future expenditure, including in accordance with any written policy of the Charity regarding reserves as is adopted by the Trustees from time to time;
- 4.9 to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Trustee only to the extent it is permitted to do so by Article 6 and provided it complies with the conditions in that Article;
- 4.10 to:
  - 4.10.1 deposit or invest funds;
  - 4.10.2 employ a professional fund-manager; and
  - 4.10.3 arrange for the investments or other property of the charity to be held in the name of a nominee,in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 4.11 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011; and
- 4.12 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity.

## **5. APPLICATION OF PROPERTY AND INCOME**

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of the Object.
- 5.2 A Trustee:
  - 5.2.1 is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity;
  - 5.2.2 may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
  - 5.2.3 may receive an indemnity from the Charity in the circumstances specified in Article 21; and

5.2.4 may not receive any other benefit or payment unless it is authorised by Article 6.

5.3 Subject to Article 6, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member. This does not prevent a Member who is not also a Trustee receiving:

5.3.1 a benefit from the Charity in the capacity of a beneficiary of the Charity; or

5.3.2 reasonable and proper remuneration for any goods or services supplied to the Charity.

## **6. BENEFITS TO MEMBERS AND TRUSTEES**

6.1 No Trustee or connected person may:

6.1.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;

6.1.2 sell goods, services, or any interest in land to the Charity;

6.1.3 be employed by, or receive any remuneration from the Charity; or

6.1.4 receive any other financial benefit from the Charity,

unless the payment is permitted by Article 6.2, or authorised by the court or the Charity Commission.

In this Article 6.1 a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

6.2 A Trustee or connected person may:

6.2.1 receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way;

6.2.2 enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011;

6.2.3 subject to Article 6.3, provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or connected person;

6.2.4 receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate);

- 6.2.5 receive rent for premises let by the Trustee or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion; and
  - 6.2.6 take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 6.3 The Charity and its Trustees may only rely upon the authority provided by Article 6.2.3 if each of the following conditions is satisfied:
- 6.3.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity or its Trustees (as the case may be) and the Trustee or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Charity.
  - 6.3.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
  - 6.3.3 The other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so.
  - 6.3.4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity.
  - 6.3.5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.
  - 6.3.6 The reason for their decision is recorded by the Trustees in the minute book.
  - 6.3.7 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by this Article 6.
- 6.4 In Articles 6.2 and 6.3:
- 6.4.1 'Charity' includes any company in which the Charity:
    - 6.4.1.1 holds more than 50% of the shares; or
    - 6.4.1.2 controls more than 50% of the voting rights attached to the shares; or

6.4.1.3 has the right to appoint one or more Trustees to the board of the company.

6.4.2 'connected person' means:

6.4.2.1 a child, parent, grandchild, grandparent, brother or sister of the relevant Trustee;

6.4.2.2 the spouse or civil partner of the Trustee or of any person falling within Article 6.4.2.1 above;

6.4.2.3 a person carrying on business in partnership with the Trustee or with any person falling within Articles 6.4.2.1 or 6.4.2.2 above;

6.4.2.4 an institution which is controlled:

6.4.2.4.1 by the Trustee or any connected person falling within Articles 6.4.2.1, 6.4.2.2 or 6.4.2.3 above; or

6.4.2.4.2 by two or more persons falling within Article 6.4.2.4.1, when taken together.

6.4.2.5 a body corporate in which:

6.4.2.5.1 the Trustee or any connected person falling within Articles 6.4.2.1, 6.4.2.2 or 6.4.2.3 has a substantial interest; or

6.4.2.5.2 two or more persons falling within Article 6.4.2.5.1 who, when taken together, have a substantial interest.

Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article 6.4.2.

## **7. DECLARATION OF TRUSTEES' INTERESTS**

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

## **8. CONFLICTS OF INTERESTS AND CONFLICTS OF LOYALTIES**

8.1 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision

in these Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

- 8.1.1 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, unless a majority of the remaining Trustees present at the meeting invite the conflicted Trustee to remain, for the purposes of providing information only;
  - 8.1.2 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
  - 8.1.3 the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.
- 8.2 In this Article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

## **9. MEMBERSHIP**

- 9.1 The number of Members is unlimited.
- 9.2 The Charity must maintain a register of Members.
- 9.3 Membership is open to any individual or organisation interested in promoting the Object who is appointed by a resolution of the Trustees and signs the Register of Members or consents in writing to become a Member either personally or (in the case of a Member organisation) through an authorised representative.
- 9.4 The Trustees may establish different classes of Membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 9.5 Membership is terminated if:
  - 9.5.1 the Member dies or, if it is an organisation, ceases to exist;
  - 9.5.2 the Member resigns by written notice to the Charity unless, after the resignation, there would be less than three Members;
  - 9.5.3 any sum due from the Member to the Charity is not paid in full within six months of it falling due;
  - 9.5.4 the Member is removed from Membership by a resolution of the Trustees that it is in the best interests of the Charity that his or her or its Membership is terminated. A resolution to remove a Member from Membership may only be passed if:

- 9.5.4.1 the Member has been given at least fourteen days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed; and
  - 9.5.4.2 the Member or, at the option of the Member, the Member's representative (who need not be a Member) has been allowed to make representations to the meeting.
- 9.6 Membership is not transferable.
- 9.7 Members shall be appointed by the Trustees. Appointment is for a term of three years, which term shall be extended for further periods, each of three years, if approved by the Trustees, save that, subject to Article 9.8, the initial appointment term of those persons who are Members at the date of adoption of these Articles shall be deemed to commence on the date of adoption of these Articles.
- 9.8 If a Member is appointed a Trustee, then such Member shall continue to be a Member during their term (or terms) as a Trustee and the unexpired proportion of such Member's Membership term at the point of such election shall run from the expiry of their term as a Trustee.
- 10. **GENERAL MEETINGS**
- 10.1 Members are entitled to attend general meetings either personally, by proxy, or (in the case of a Member organisation) by an authorised representative. General meetings are called on at least fourteen clear days' written notice (unless a shorter period is agreed in writing by at least 90% of the Members) specifying the business to be discussed and setting out the right of Members to appoint a proxy under section 324 of the Act and Article 10.11.
- 10.2 There is a quorum at a general meeting if the number of Members (present in person or by proxy) or authorised representatives personally present, is at least three (or 50% of the Members if greater).
- 10.3 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee elected by those present presides at a general meeting.
- 10.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast (whether in person or by proxy).
- 10.5 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson shall have a second or casting vote.
- 10.6 The following provisions apply in respect of written Members' resolutions:
  - 10.6.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Members who would have



been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

- 10.6.1.1 a copy of the proposed resolution has been sent to every eligible Member;
  - 10.6.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified its agreement to the resolution; and
  - 10.6.1.3 it is contained in an authenticated document (which, for these purposes, shall include an electronic pdf copy of an signed written resolution attached to an email but shall exclude a resolution set out in the body of an email) which has been received at the registered office within the period of 28 days beginning with the circulation date.
- 10.6.2 A resolution in writing may comprise several copies to which one or more Members have signified their agreement.
- 10.6.3 In the case of a Member that is an organisation, its authorised representative may signify its agreement.
- 10.7 The Charity must hold an AGM in every calendar year which all Members (whether in person or by proxy) are entitled to attend.
- 10.8 At an AGM the Members may:
- 10.8.1 receive the accounts of the Charity for the previous financial year;
  - 10.8.2 receive the Trustees' report on the Charity's activities since the previous AGM;
  - 10.8.3 elect persons to be Trustees to fill the vacancies arising;
  - 10.8.4 appoint auditors for the Charity;
  - 10.8.5 confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and
  - 10.8.6 discuss and determine any issues of policy or deal with any other business put before them.
- 10.9 At any general meeting the Members may:
- 10.9.1 elect persons to be Trustees to fill the vacancies arising;

- 10.9.2 confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity;
  - 10.9.3 discuss and determine any issues of policy or deal with any other business put before them; and
  - 10.9.4 remove any Trustee from office in accordance with section 168 of the Act.
- 10.10 Subject to Article 10.1, a general meeting other than an AGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least three Members.
- 10.11 Proxies may only be validly appointed by way of a notice in writing ("**Proxy Notice**") which:
- 10.11.1 states the name and address of the Member appointing the proxy;
  - 10.11.2 identifies the person appointed to be proxy for that Member and the general meeting in relation to which that person is appointed;
  - 10.11.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
  - 10.11.4 is delivered to the Charity in accordance with these Articles and any instructions contained in or circulated with the notice of the general meeting to which it relates.
- 10.12 The Charity may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes. Proxy notices may also specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 10.13 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 10.13.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 10.13.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 10.14 A Member 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 Member.
- 10.15 Notwithstanding any other provision of these Articles, the Charity shall be under no obligation to ensure that any person appointed as a proxy exercises its right to vote in accordance with the instructions it has been given by the Member appointing it, and

the business conducted at the meeting shall not be invalidated if it is subsequently found that this is not the case.

- 10.16 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 Member by whom or on whose behalf the Proxy Notice was given, providing that such notice will only take effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 10.17 If a Proxy Notice is not executed by the Member appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the Member's behalf.

## **11. THE TRUSTEES**

- 11.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 11.2 The Trustees when complete consist of at least three and not more than twelve natural persons.
- 11.3 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees.
- 11.4 A Trustee's term of office automatically terminates if he or she:
  - 11.4.1 is disqualified under the Charities Act 2011 from acting as a Charity Trustee or under the Act from acting as a company director;
  - 11.4.2 ceases to be a director by virtue of any provision in the Act or is prohibited by law from being a director;
  - 11.4.3 is incapable, whether mentally or physically, of managing his or her own affairs;
  - 11.4.4 is subject to an adjudication of bankruptcy by a court in England and Wales or Northern Ireland, or any individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
  - 11.4.5 is convicted of an offence (other than a road traffic offence);
  - 11.4.6 is absent without the permission of the Trustees from all the meetings of the Trustees held within a period of six consecutive months and a majority of the other Trustees resolve that his/her office be vacated;
  - 11.4.7 acts in a manner that, in the reasonable opinion of a majority of the other Trustees, brings or is likely to bring such Trustee and/or the Charity into disrepute;

- 11.4.8 ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming Membership before the next AGM);
  - 11.4.9 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office when the notice of resignation is to take effect); or
  - 11.4.10 is removed by resolution passed by at least three-quarters of the Members.
- 11.5 The Trustees may at any time co-opt any Member duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 11.6 Notwithstanding the provisions of Article 9.7, any Trustee or former Trustee as at the date of adoption of these Articles who retires or has retired as a Trustee shall, if such Trustee is a Member or becomes a Member, be entitled to hold the title of "Founder Member" of the Charity in perpetuity following such retirement and shall be a Member for a term of up to six years from the date of such retirement as a Trustee or such readmission as a Member, as applicable.
- 11.7 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.

## 12. APPOINTMENT AND RETIREMENT OF TRUSTEES

- 12.1 Any person willing to serve as a Trustee may be appointed as a Trustee:
- 12.1.1 by the Trustees pursuant to Article 11.5; or
  - 12.1.2 by the Members at an AGM pursuant to Article 10.8.3, at any other general meeting pursuant to Article 10.9.1 or by resolution pursuant to Article 10.6,
- and, if so appointed, shall serve for a term (a "**Term**", and the first such Term served by a Trustee being an "**Initial Term**") and shall, unless immediately re-appointed at the end of a Term, resign in accordance with, subject to and as soon as permitted by Article 11.4.9 and Article 12.3.
- 12.2 Unless otherwise determined by resolution of the Members in respect of any Trustee:
- 12.2.1 the Initial Term of those Trustees in office as at 2 December 2014 shall expire on the earlier of:
    - 12.2.1.1 the date falling two years after adoption of these Articles; and
    - 12.2.1.2 the date of the AGM that takes place in the calendar year 2017;

- 12.2.2 the Term of any Trustee appointed by the Members under Articles 10.6, 10.8.3 or 10.9.1 shall commence on such Trustee's appointment and expire on the earlier of:
  - 12.2.2.1 the third calendar anniversary of such appointment; and
  - 12.2.2.2 the date of the AGM that takes place in the third calendar year following such appointment; and
- 12.2.3 the Term of any Trustee appointed by the Trustees pursuant to Article 11.5 shall, to the extent such Trustee is re-appointed by the Members at the first AGM following his/her appointment by the Trustees expire on the earlier of:
  - 12.2.3.1 the third calendar anniversary of the date on which such Trustee is so re-appointed; and
  - 12.2.3.2 the date of the AGM that takes place in the third calendar year following such re-appointment.
- 12.3 Subject to Article 12.4, on the expiry of his or her Term, a Trustee shall be deemed to have retired from office and may not offer himself or herself for re-appointment as a Trustee at any time otherwise than in accordance with Articles 12.4 and 12.5, unless such retirement would cause the number of Trustees then in office to be lower than the Minimum, in which case that Trustee shall continue to hold office until such time as such retirement would not cause the number of Trustees then in office to be lower than the Minimum (unless the other Trustees agree to defer such retirement to the next following AGM). In the event that more than one Trustee is due to retire on the same day in accordance with this Article 12.3 and the effect of the retirement of all such Trustees (but not some only) would be to cause the number of Trustees then in office to be lower than the Minimum, then such number of such Trustees shall retire as shall not cause the number of Trustees then in office to be lower than the Minimum, and, unless otherwise agreed between such Trustees, the Trustee(s) to retire pursuant to this Article 12.3 shall be those who have been longest in office since their last appointment. If any such Trustees became or were appointed Trustees on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. Any Trustee(s) not retiring pursuant to this Article 12.3 because his/her proposed retirement would cause the number of Trustees then in office to be lower than the Minimum shall continue to hold office until such time as his/her retirement would not cause the number of Trustees then in office to be lower than the Minimum.
- 12.4 Upon the expiry of a Trustee's Initial Term, a Trustee may offer himself or herself for re-election as a Trustee for one further Term, which shall commence on the expiry of such Trustee's Initial Term.
- 12.5 A former Trustee shall be eligible for re-appointment as a Trustee for a Term following the expiry of the three-year period that commences on the expiry of such former

Trustee's previous Term (the "**Interim Period**"), provided that, unless the other Trustees otherwise resolve, such former Trustee shall have served as a Member for the entirety of such Interim Period (including any term of Membership extended pursuant to Article 9.7). There shall be no limitation on the number of Terms served by any person in accordance with the provisions of this Article 12.5.

### **13. PROCEEDINGS OF TRUSTEES**

- 13.1 The Trustees must hold at least four meetings each year.
- 13.2 A quorum at a meeting of the Trustees is three Trustees (or 50% of the Trustees if greater).
- 13.3 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 (including, without limitation, through the use of audio or audio-visual technology such as Skype, video conference or telephone) and any Trustee in attendance through such electronic means shall be counted in the quorum for the purposes of Article 13.2.
- 13.4 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 13.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees (other than, as regards any issue, any Trustee conflicted in respect of that issue) is as valid as a resolution passed at a meeting (and 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). For the purposes of this Article 13.5, a written resolution shall include a resolution circulated to all of the Trustees in electronic form (which shall include a resolution set out in an attachment to an email or in the body of an email) to which all of the Trustees have indicated their agreement.
- 13.6 Except for the chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 13.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

### **14. POWERS OF TRUSTEES**

- 14.1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Act, these Articles or any special resolution.
- 14.2 Without limiting Article 14.1, the Trustees have the following powers in the administration of the Charity:

- 14.2.1 to appoint (and remove) any person to act as Secretary to the Charity in accordance with the Act;
- 14.2.2 to appoint a Chairperson, Deputy or Vice Chairperson, Treasurer and other honorary officers from among their number;
- 14.2.3 to delegate any of their functions to employees or committees consisting of two or more individuals appointed by them (but at least two members of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees);
- 14.2.4 to make Standing Orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 14.2.5 to make Rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 14.2.6 to make Regulations consistent with these Articles and the Act to govern the administration of the Charity and the use of its seal (if any);
- 14.2.7 to provide consent to any matter requiring the consent of the Charity pursuant to the constitutional documents of any subsidiary undertaking of the Charity;
- 14.2.8 to appoint any person who is willing to act and who is permitted by law to do so, as a director of any subsidiary undertaking of the Charity and remove from office any such director;
- 14.2.9 to establish procedures to assist the resolution of disputes within the Charity;
- 14.2.10 to change the name of the Charity with the prior approval of the Commission;  
and
- 14.2.11 to exercise any powers of the Charity which are not reserved to a general meeting.

## **15. RECORDS & ACCOUNTS**

- 15.1 The Trustees must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
  - 15.1.1 annual reports;
  - 15.1.2 annual returns; and
  - 15.1.3 annual statements of account.
- 15.2 The Trustees must keep proper records of:

- 15.2.1 all proceedings at general meetings;
  - 15.2.2 all proceedings at meetings of the Trustees (including any written resolutions passed by the Trustees pursuant to Article 13.5); and
  - 15.2.3 all reports of committees.
- 15.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 15.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

## **16. DISPUTES**

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

## **17. NOTICES**

- 17.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to Members generally) may be published in any suitable journal or national newspaper or any newsletter distributed by the Charity.
- 17.2 The only address at which a Member is entitled to receive notices is the address shown in the register of Members.
- 17.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 17.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - 17.3.2 two clear days after being sent by first class post to that address;
  - 17.3.3 three clear days after being sent by second class or overseas post to that address;
  - 17.3.4 on the date of publication of a newspaper containing the notice;
  - 17.3.5 on being handed to the Member (or, in the case of a Member organisation, its authorised representative) personally or, if earlier;
  - 17.3.6 as soon as the Member acknowledges actual receipt.



- 17.4 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.

18. **LIMITED LIABILITY**

The liability of Members is limited.

19. **GUARANTEE**

Every Member promises, if the Charity is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a Member.

20. **DISSOLUTION**

- 20.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

20.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same or as similar to the Object;

20.1.2 directly for the Object or charitable purposes within or similar to the Object; or

20.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

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

21. **INDEMNITY**

- 21.1 The Charity shall indemnify a relevant Trustee against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.

- 21.2 In this Article 21, a 'relevant Trustee' means any Trustee or former Trustee.

22. **INTERPRETATION**

In these Articles:

"**Act**" means the Companies Act 2006;

"**AGM**" means an annual general meeting of the Charity;

"**these Articles**" means these articles of association;

"**authorised representative**" means an individual who is authorised by a Member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary;

**"Chairperson"** means the chairperson of the Trustees from time to time;

**"Charity"** means the company governed by these Articles;

**"Charity Trustee"** has the meaning prescribed by section 177 of the Charities Act 2011;

**"clear day"** means 24 hours from midnight following the relevant event;

**"Commission"** means the Charity Commissioners for England and Wales;

**"Initial Term"** has the meaning given in Article 12.1;

**"Interim Period"** has the meaning given in Article 12.5;

**"Member"** and **"Membership"** refer to membership of the Charity;

**"Minimum"** means the minimum stipulated in Article 11.2;

**"month"** means calendar month;

**"Proxy Notice"** has the meaning given in Article 10.11;

**"Secretary"** means the Secretary of the Charity;

**"Term"** has the meaning given in Article 12.1;

**"Trustee"** means a director of the Charity and **"Trustees"** means all of the directors;

**"written"** or **"in writing"** refers to a legible document on paper including a fax message or electronic pdf copy;

**"year"** means calendar year.

22.1 Expressions defined in the Act have the same meaning.

22.2 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.