

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
THE MISS BERYL BILLINGS (KNOWN AS MARGOT BOYD) CHARITABLE TRUST

Adopted by Special Resolution on [date] 2022

Incorporated on 28 July 2009

Company No: 06974351

Charity No: 1131146



SK | STONE KING

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
THE MISS BERYL BILLINGS (KNOWN AS MARGOT BOYD) CHARITABLE TRUST

1 NAME

The name of the company is the Miss Beryl Billings (known as Margot Boyd) Charitable Trust (the "Charity").

2 REGISTERED OFFICE

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

3 OBJECTS

The objects of the Charity are for the public benefit:

- (a) to advance education in, and to promote and provide opportunities for the appreciation, enjoyment and understanding of, the theatrical arts in Bath; and
- (b) to relieve sickness, promote health, and relieve financial hardship among active and retired members of the acting profession, in particular but without limitation by the provision of grants.

(the "Objects")

4 POWERS

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

- 4.1 to promote or carry out research;
- 4.2 to provide advice;
- 4.3 to publish or distribute information;
- 4.4 to advertise in such manner as may be thought expedient;
- 4.5 to co-operate with other bodies;
- 4.6 to support, administer or set up other charities;
- 4.7 to establish charitable trusts for any particular purposes of the Charity, to act as trustees of such special charitable trust whether established by the Charity or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its Objects;
- 4.8 to raise funds (but not by means of Taxable Trading) and in its discretion to disclaim any particular contribution;
- 4.9 to receive and administer bequests and donations;
- 4.10 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 4.11 to acquire or hire property of any kind;
- 4.12 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011);

- 4.13 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.14 to set aside funds for special purposes or as reserves against future expenditure;
- 4.15 to deposit or invest funds in any manner (but to invest only after obtaining advice from a Financial Expert and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it;
- 4.16 to delegate the management of investments to a Financial Expert, but only on terms that:
- (a) the investment policy is set down in writing for the Financial Expert by the Trustees;
 - (b) every transaction is reported promptly to the Trustees;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) 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;
 - (g) the Financial Expert must not do anything outside the powers of the Trustees;
- 4.17 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.18 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.19 to provide indemnity insurance for the Trustees or any other officer of the Charity in relation to any such liability as is mentioned in sub-Article 4.20 of this Article, but subject to the restrictions specified in sub-Article 4.21 of this Article;
- 4.20 The liabilities referred to in sub-Article 4.19 are:
- (a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;
 - (b) the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading);
- 4.21 The following liabilities are excluded from sub-Article 4.20(a):
- (a) fines;
 - (b) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
 - (c) liabilities to the Charity that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not;
- 4.22 There is excluded from sub-Article 4.20(b)

- 4.23 any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;
- 4.24 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.25 to enter into contracts to provide services to or on behalf of other bodies;
- 4.26 to establish subsidiary companies to assist or act as agents for the Charity;
- 4.27 to pay the costs of forming the Charity; and
- 4.28 to do anything else within the law which promotes or helps to promote the Objects.

5 BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.

5.2

- (a) A Trustee 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.
- (b) Subject to the restrictions in sub-Article 5.4, a Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense.
- (c) A Trustee may receive an indemnity from the Charity in the circumstances specified in Article 16.

- 5.3 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 of the Charity.

- 5.4 No Trustee may:

- (a) buy any goods or services from the Charity;
- (b) sell goods, services, or any interest in land to the Charity;
- (c) be employed by, or receive any remuneration from the Charity;
- (d) receive any other financial benefit from the Charity;

unless:

- (i) the payment is permitted by sub-Article 5.5 of this clause, does not exceed an amount that is reasonable in all the circumstances, and does not result in a majority of the Trustees having received a financial benefit from the Charity; or
- (ii) the Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

5.5

- (a)
 - (i) A Trustee may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
 - (ii) A Trustee may enter into a contract for the supply of goods or services to the Charity where that is permitted in accordance with, and subject to the conditions in, section 185 and 186 of the Charities Act 2011.

- (iii) A Trustee may receive interest on money lent to the Charity at a reasonable and proper rate not exceeding two per cent (or more) per annum below the base rate of a clearing bank to be selected by the Trustees.
 - (iv) A company of which a Trustee is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Trustee holds no more than one per cent of the issued capital of that company.
 - (v) A Trustee may receive rent for premises let by the Trustee to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper and provided that such a Trustee shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
 - (vi) The Trustees may arrange for the purchase, out of the funds of the Charity, of insurance designed to indemnify the Trustees in accordance with the terms of, and subject to the condition, in section 189 of the Charities Act 2011.
- (b) The employment or remuneration of a Trustee includes the engagement or remuneration of any partnership, firm or company in which the Trustee is:
- (i) a partner;
 - (ii) a member;
 - (iii) an employee;
 - (iv) a consultant;
 - (v) a director; or
 - (vi) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than one percent of the issued capital

5.6 In sub-Article 5.2 – 5.5 of this Article 5:

- (a) "Charity" shall include any company in which the Charity:
 - (i) holds more than fifty per cent of the shares; or
 - (ii) controls more than fifty per cent of the voting rights attached to the shares; or
 - (iii) has the right to appoint one or more directors to the Board of the company.
- (b) "Trustee" shall include any child, parent, grandchild, grandparent, brother, sister spouse or civil partner of the Trustee or any person living with the Trustee as his or her partner.

5.7 If a conflict of interest 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 interest where the following conditions apply:

- (a) 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;
- (b) 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;

- (c) the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances applying.

6 LIMITED LIABILITY

The liability of Members is limited.

7 GUARANTEE

Every Member promises if the Charity is dissolved while he she or it remains a Member or within twelve months afterwards to contribute up to one pound (£1) towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a Member.

8 DISSOLUTION

8.1 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 as the Trustees may decide:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (b) directly for the Objects or charitable purposes within or similar to the Objects; or
- (c) in such other manner consistent with charitable status as the Commission approve in writing in advance.

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

9 MEMBERSHIP

9.1 The Charity must maintain a register of Members and any person ceasing to be a Member shall be removed from the Register.

9.2 The Trustees from time to time shall be the only Members. A Trustee shall become a Member on becoming a Trustee.

9.3 Membership is terminated if the Member concerned:

- (a) ceases to be a Trustee; or
- (b) dies.

9.4 Membership of the Charity is not transferable.

10 GENERAL MEETINGS OF MEMBERS

10.1 General Meetings

Members are entitled to attend general meetings. A general meeting may be called at any time by the Trustees and must be called on a request from the requisite number of Members in accordance with the Act.

10.2 Notice

- (a) Subject to sub-Article (b), general meetings are called on at least fourteen Clear Days notice (unless the Act requires a longer notice period) specifying:
 - (i) the time, date and place of the meeting;
 - (ii) the general nature of the business to be transacted; and
 - (iii) notifying Members of their right to appoint a proxy.
- (b) A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.

- (c) Notice of general meetings should be given to every Member, and to the Charity's auditors.
- (d) The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

10.3 **Quorum**

- (a) No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person or by proxy, is at least two or fifty percent of the total Membership, whichever is the greater.
- (b) If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.

10.4 **Chairperson of the Meeting**

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.

10.5 **Adjournment**

The chairperson may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

10.6 **Voting General**

- (a) On a show of hands or a poll every Member present in person or by proxy, unless the proxy is himself a Member entitled to vote, shall have one vote.
- (b) A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such, deputy, registered attorney, curator bonis or other person may, on a show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the Charity's registered office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not earlier than forty eight hours (excluding public holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- (c) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson whose decision shall be final and conclusive.

10.7 **Poll Voting**

- (a) A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- (i) by the chairperson; or
 - (ii) by at least two Members having the right to vote at the meeting; or
 - (iii) by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting;
- and a demand by a person as proxy for a member shall be the same as a demand by the Member.
- (b) Unless a poll is duly demanded a declaration by the chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (c) A demand for a poll may be withdrawn, if:
- (i) the poll has not yet been taken; and
 - (ii) the chairperson consents to the withdrawal;
- a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- (d) A poll shall be taken as the chairperson directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (e) A poll demanded on the election of a chairperson or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairperson directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- (f) No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

10.8 **Proxy Voting**

- (a) On a poll or a show of hands, votes may be given either personally or by proxy.
- (b) The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Trustees which:
- (i) states the name and address of the Member appointing the proxy;
 - (ii) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (iii) is executed by or on behalf of the Member appointing the proxy; and

- (iv) is delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.

In sub-Articles (c) and (d), "address", includes any number or address used for the purposes of sending or receiving documents by Electronic Means.

- (c) The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may:
 - (i) in the case of an instrument in Hard Copy Form be deposited at the Charity's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting, or in any instrument of proxy sent out by the Charity in relation to the meeting not earlier than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (ii) in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:
 - (1) in the notice convening the meeting, or
 - (2) in any instrument of proxy sent out by the Charity in relation to the meeting, or
 - (3) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Charity in relation to the meeting,
 - (iii) be received at such address not earlier than forty-eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
 - (iv) in the case of a poll taken more than forty-eight hours (excluding public holidays and weekends) after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not earlier than twenty-four hours (excluding public holidays and weekends) before the time appointed for the taking of the poll; or
 - (v) where the poll is not taken immediately but is taken not more than forty-eight hours (excluding public holidays and weekends) after it was demanded, be delivered at the meeting at which the poll was demanded to the chairperson or to the Secretary or to any Trustee;

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

- (d) A vote given or poll demanded by proxy or by the duly authorised representative of an organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

- (e) An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

10.9 **Written Resolutions**

Subject to the provisions of the Act:

- (a) A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.
- (b) A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution.
- (c) A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.
- (d) A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.
- (e) A Member indicates his or her agreement to a written resolution when the Charity receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:
 - (i) by the Member's signature if the document is in Hard Copy Form; or
 - (ii) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Charity, accompanied by a statement of the Member's identity which the Charity has no reason to doubt, if the document is in Electronic Form.
- (f) A written resolution lapses if the required number of agreements has not been obtained by twenty-eight days beginning with the Circulation Date of the resolution.

11 **THE TRUSTEES**

- 11.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 11.2 The Trustees in post as at the date of the adoption of these Articles shall continue to hold office for the following terms, at the end of which each shall retire:
 - (a) Andrew John Mortimer until 31 December 2026; and
 - (b) Judith Anne Pepler until 31 December 2025.
- 11.3 The number of Trustees shall not be less than two and shall not exceed five.
- 11.4 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.
- 11.5 A Trustee may not appoint an alternate Trustee or anyone to act on their behalf at meetings of the Trustees.
- 11.6 Any person willing to act as a Trustee, and who is permitted by law to do so, may be appointed to be a Trustee by a resolution of the Trustees provided that the appointment of the Trustee must not cause the maximum number of Trustees provided for in Article 11.3 to be exceeded. Such appointment shall be for a term of five years, at the end of which they shall retire.
- 11.7 A Trustee shall, upon retirement, be eligible for reappointment.

- 11.8 A Trustee's term of office automatically terminates if he or she:
- (a) is removed by ordinary resolution of the Charity pursuant to the Act;
 - (b) ceases to be a Trustee by virtue of any provision in the Act of is prohibited by law from being a Trustee;
 - (c) is disqualified under the Charities Act 2011 from acting as a charity trustee;
 - (d) ceases to be a Member of the Charity;
 - (e) in the written opinion of a registered medical practitioner who is treating the Trustee, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
 - (f) is absent from three consecutive meetings of the Trustees without a reason acceptable to the Trustees;
 - (g) has a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts; or
 - (h) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office).
- 11.9 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 PROCEEDINGS OF TRUSTEES

- 12.1 The Trustees must hold at least two meetings each year.
- 12.2 A quorum at a meeting of the Trustees is two or fifty percent of the total number of Trustees whichever is the greater, except where only two Trustees have been appointed, and one Trustee is conflicted and not able to be counted in the quorum, in this situation the quorum may be one.
- 12.3 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 simultaneously.
- 12.4 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.
- 12.5 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 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).
- 12.6 Except for the chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 12.7 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 of interest 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).
- 12.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13 POWERS OF TRUSTEES

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

- 13.1 to appoint (and remove) any Trustee to act as Secretary to the Charity in accordance with the Act;
- 13.2 to appoint a Chairperson, Treasurer and other honorary officers from among their number;
- 13.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees);
- 13.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 13.5 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 13.6 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);
- 13.7 to establish procedures to assist the resolution of disputes within the Charity; and
- 13.8 to exercise any powers of the Charity which are not reserved to a general meeting.

14 RECORDS & ACCOUNTS

- 14.1 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:

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

- 14.2 The Trustees must keep proper records of:

- (a) all proceedings at general meetings;
- (b) all proceedings at meetings of the Trustees;
- (c) all reports of committees; and
- (d) all professional advice obtained.

- 14.3 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 if the Trustees so decide.

- 14.4 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.

15 MEANS OF COMMUNICATION TO BE USED

- 15.1 Any notice document or proxy form to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form.
- 15.2 A notice document or proxy form may only be given in Electronic Form where the recipient has agreed (in the method required by the Act) that the document or information may be sent in that form, and this agreement has not been revoked.

15.3 The Charity can deliver a notice or other document, including a proxy form or guarantee certificate, to a Member:

- (a) by delivering it by hand to the address recorded for the Member on the register;
- (b) by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the address recorded for the Member on the register;
- (c) by fax (except a guarantee certificate) to a fax number notified by the Member in writing;
- (d) by electronic mail (except a guarantee certificate) to an address notified by the Member in writing;
- (e) by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing; or
- (f) by advertisement in at least two national newspapers.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

15.4 If a notice or document or proxy form is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

15.5 If a notice or document or proxy form is sent by post or other delivery service not referred to below, it is treated as being delivered:

- (a) forty-eight hours after it was posted, if first class post was used; or
- (b) seventy-two hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

- (c) properly addressed; and
- (d) put into the post system or given to delivery agents with postage or delivery paid.

15.6 If a notice or document or proxy form (other than a guarantee certificate) is sent by fax, it is treated as being delivered forty-eight hours after it was sent.

15.7 If a notice or document or proxy form (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered forty-eight hours after it was sent.

15.8 If a notice or document or proxy form (other than a guarantee certificate) is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

15.9 If a notice or document or proxy form is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

15.10 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.

15.11 A Member present in person, by duly authorised representative of an organisation or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.

15.12 A Member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

16 INDEMNITY

Subject to the provisions of the Act every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in that capacity in defending any proceedings whether civil or criminal in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

17 INTERPRETATION

17.1 In these Articles:

"Act" means the Companies Act 2006;

"these Articles" means these articles of association;

"Chairperson" means the person elected under Article 13.2 to chair Trustees' meetings and other meetings as laid out in these Articles;

"Charity" means the company governed by these Articles;

"charity trustee" has the meaning prescribed by section 177 of the Charities Act 2011;

"Circulation Date" subject to the Act, means the date on which copies of a written resolution are sent or submitted to Members (or if copies are sent or submitted to Members on different days to the first of those days);

"Clear Day" means 24 hours from midnight following the relevant event;

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

"Electronic Form" and **"Electronic Means"** have the meanings respectively prescribed to them in the Companies Act 2006;

"Eligible Member" subject to the Act, means Members who would have been entitled to vote on the resolution at the time that the first copy of the resolution is sent or submitted to a Member for his agreement on the Circulation Date of the resolution;

"executed" includes any mode of execution;

"Financial Expert" means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;

"Hard Copy Form" has the meaning prescribed by the Companies Act 2006;

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

"Memorandum" means the Charity's memorandum of association;

"month" means calendar month;

"Objects" means the Objects of the Charity as defined in Article 3;

"Secretary" means the Secretary of the Charity;

"Taxable Trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax;

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

"written" or **"in writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation, by Hard Copy, Electronic Means or otherwise; and

"year" means calendar year.

17.2 Expressions defined in the Act have the same meaning.

17.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.