Company number: 07033553
Charity number: 1132048

Companies Act 2006

Certificate of Passing of Special Resolutions

The Royal Foundation of The Duke and Duchess of Cambridge and The Duke and Duchess of Sussex ("the Charity")

The following special resolutions were duly passed on Thursday, 8th August 2019 by way of written special resolution under Chapter 2 of Part 13 of the Companies Act 2006.

1. Change of name

That the name of the Charity be changed to "The Royal Foundation of The Duke and Duchess of Cambridge".

2. Amendments to the Articles of Association of the Company

That the Articles of Association attached be adopted in place of the existing Articles of Association of the Charity.

Signed: .....

Trustee, CHARLES MINDENHALL

Date: 14/08/19

TUESDAY
A8E6J7U9
A13 17/09/2019 #71
COMPANIES HOUSE

Company Number: 07033553

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

Articles of Association

of

The Royal Foundation of The Duke and Duchess of Cambridge

As amended by special resolutions dated 28 April 2011, 1 November 2011, 29 February 2012, 11 July 2012, 12 January 2017, 8 June 2018 and 8 August 2019

Interpretation

1. The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

Name

2. The name of the Charity is The Royal Foundation of The Duke and Duchess of Cambridge. It is so named because it has been established as the principle vehicle for the charitable work of TRHs The Duke and Duchess of Cambridge.

Objects

3. The objects of the Charity are to advance any purpose which is charitable under the laws of England and Wales.

Powers

4. To further its objects the Charity may:

4.1 provide and assist in the provision of money, materials or other help;

4.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

4.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;

4.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

4.5 provide or procure the provision of advice;

4.6 operate, or support other charities operating, in any part of the United Kingdom or internationally;

4.7 enter into contracts to provide services to or on behalf of other bodies;

4.8 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

4.9 subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit;

4.10 subject to any consent required by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds;

4.11 set aside funds for special purposes or as reserves against future expenditure;

4.12 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;

4.13 delegate the management of investments to a financial expert or experts provided that:

4.13.1 the investment policy is set down in writing for the financial expert or experts by the Trustees;

4.13.2 transactions are reported regularly to the Trustees;

4.13.3 the performance of the investments is reviewed regularly by the Trustees;

4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time;

4.13.5 the investment policy and the delegation arrangements are reviewed at least once a year;

4.13.6 all payments due to the financial expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

4.13.7 the financial expert or experts may not do anything outside the powers of the Trustees;

4.14 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business) under the control of the Trustees or of a financial expert or experts acting under their instructions and pay any reasonable fee required;

4.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;

4.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;

4.17 subject to the restriction in Article 4.19 raise funds by way of subscription, donation or otherwise;

4.18 invite gifts of money and any other property and accept or disclaim gifts as the trustees in their absolute discretion consider to be in the best interests of the Charity;

4.19 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;

4.20 incorporate subsidiary companies to carry on any trade;

4.21 subject to Article 5:

4.21.1 engage and pay employees, consultants and professional or other advisers; and

4.21.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;

4.22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;

4.23 become a member, associate or affiliate of or act as Trustee or appoint Trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);

4.24 undertake and execute charitable trusts;

4.25 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity;

4.26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;

4.27 pay out of the funds of the Charity the costs of forming and registering the Charity;

4.28 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;

4.29 provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity, including without limitation any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:

4.29.1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not;

4.29.2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her;

4.29.3 a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or

4.29.4 in relation to any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986, 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;

and

4.30 do all such other lawful things as shall further the Charity's objects.

5. Limitation on private benefits

5.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

5.2 Except as provided below no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of benefit to the members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of:

5.2.1 any payments made to any member, Trustee or Connected Person in their capacity as a beneficiary of the Charity;

5.2.2 reasonable and proper out of pocket expenses of the Trustees;

5.2.3 reasonable and proper remuneration to any Trustee for any goods or services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that:

(a) the procedure described in Articles 67 to 68 (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision; and

(b) this provision together with Articles 5.2.4 and 5.3.3 may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee);

5.2.4 reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Charity (including services performed under a contract of employment with the Charity) provided that:

(a) if such person is a Connected Person the procedure described in Articles 67 to 68 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and

(b) this provision together with Articles 5.2.3 and 5.3.3 may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee).

5.2.5 interest on money lent by any member, Trustee or Connected Person at a reasonable and proper rate;

5.2.6 any reasonable and proper rent for premises let by any member, Trustee or Connected Person;

5.2.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 4.29;

5.2.8 any payments made to any Trustee or officer under the indemnity provisions set out at Article 84;

5.3 Except as provided below no part of the income and property of any Subsidiary Company may be paid or transferred directly or indirectly by way of benefit to the members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from any Subsidiary Company. This shall not prevent any payment in good faith by any Subsidiary Company of:

5.3.1 any payments made to any member, Trustee or Connected Person in their capacity as a beneficiary of the Charity and/or of the Subsidiary Company;

5.3.2 reasonable and proper out of pocket expenses of the Trustees;

5.3.3 reasonable and proper remuneration to any person for any goods or services supplied to the Subsidiary Company (including services performed under a contract of employment with the Subsidiary Company) provided that:

(a) if such person is a Trustee or a Connected Person such remuneration and any changes to it must be approved by the Trustees following the procedure described in Articles 67 to 68 as far as the relevant Trustee is concerned; and

(b) this provision together with Articles 5.2.3 and 5.2.4 may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee);

5.3.4 interest on money lent by any member, Trustee or Connected Person at a reasonable and proper rate;

5.3.5 any reasonable and proper rent for premises let by any member, Trustee or Connected Person;

5.3.6 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 4.29;

5.3.7 any payments made to any Trustee or officer under the indemnity provisions set out at Article 84.

5.4 For any transaction authorised by Articles 5.2 or 5.3, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Articles 5.2 or 5.3 have been complied with.

Limited liability

6. The liability of the members is limited.

7. Every member of the Charity undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during his or her membership or within one year afterwards:

7.1 for payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member;

7.2 for the costs, charges and expenses of winding up;

7.3 for the adjustment of the rights of the contributories among themselves.

Members

8. The Principals shall be the only members of the Charity.

9. Membership shall not be transferable and shall cease on death. In the event that there are no members of the Charity, the Trustees may admit members.

Advisory Panel

10. The Trustees may constitute such advisory panel or panels as they think fit with power to advise the Trustees in relation to the affairs of the Charity. The Trustees shall determine the composition, proceedings and remit of any such panel.

Trustees

Number of Trustees

11. There shall be at least three Trustees.

Appointment, retirement, removal and disqualification of Trustees

12. The Private Secretaries shall be ex officio Trustees of the Charity.

13. Other Trustees may be appointed by resolution of the Trustees following nomination of a candidate by the Founder.

14. With the exception of the ex officio Trustees (referred to in Article 12), the Trustees shall serve for an initial term of three years and may be re-appointed by resolution of the Trustees with the prior written approval of the Founder for a further two terms of three years. Thereafter Trustees may be re-appointed by resolution of the Trustees with prior written approval from the Founder annually without limitation. The following procedure shall apply:

14.1 Retirement of Trustees shall be dealt with at the annual retirement meeting which is the meeting of the Trustees at which the accounts of the Charity are adopted;

14.2 The retirement shall take effect at the conclusion of the annual retirement meeting if the Trustee is not re-appointed;

14.3 For the purposes of this Article a year in office shall be deemed to run from one annual retirement meeting to the next; and

14.4 When a Trustee is first appointed, any time in office prior to their first annual retirement meeting shall be discounted when calculating their term in office.

15. The Founder's rights to nominate and approve the reappointment of Trustees cease on death and thereafter these rights will be exercised by the members. Should the number of Trustees fall below the minimum required by the Articles and the Founder or, if applicable, the members, fail to nominate further Trustees having been given 28 days notice of the vacancy then the remaining Trustee(s) may appoint further Trustees.

16. If the retirement of a Trustee under Article 14 causes the number of Trustees to fall below that set out in Article 11 then the retiring Trustee shall remain in office until a new appointment is made.

17. No person may be appointed as a Trustee:

17.1 unless he or she has attained the age of 18 years; or

17.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of the Articles.

18. The office of a Trustee shall be vacated if:

18.1 he or she is removed by the Founder serving written notice on the Charity and the Trustee so removed;

18.2 he or she ceases to be a Trustee by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a Trustee;

18.3 he or she is disqualified under the Charities Act 1993 from acting as a Trustee;

18.4 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

18.5 he or she resigns by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);

18.6 he or she is one of the Private Secretaries and ceases to hold that role;

18.7 (with the exception of the Private Secretaries) he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason; or

18.8 (with the exception of the Private Secretaries) at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either, at the option of the trustee being removed, being heard by or of making written representations to the Trustees.

Powers of Trustees

19. Subject to the Companies Acts and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

20. The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees.

21. All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

22. Subject to the Articles the Trustees may regulate their proceedings as they think fit.

Chair

23. The Founder may appoint one of the Trustees (who is not one of the Private Secretaries) to be the chair of the Trustees and may at any time remove him or her from that office.

Delegation of Trustees' powers

24. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

25. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Charity to any person or committee in accordance with the conditions set out in these Articles.

Delegation to committees

26. In the case of delegation to committees:

26.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);

26.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;

26.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary;

26.4 all delegations under this Article shall be variable or revocable at any time;

26.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and

26.6 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

27. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee.

28. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any regulations made by the Trustees.

Delegation of day to day management powers

29. In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:

29.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;

29.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and

29.3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts sufficient to explain the financial position of the Charity.

Meetings

Trustees' meetings

30. Two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a Trustees' meeting at any time.

Members' general meetings

31. Any two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a members' general meeting at any time.

Advisers

32. The Trustees may invite advisers to attend and advise at but not vote at meetings of the Trustees on such terms as they agree from time to time.

Length of notice

33. Subject to Article 34, a members' general meeting shall be called by at least 14 clear days' notice.

34. A members' general meeting may be called by shorter notice if it is so agreed by a majority of the members having a right to attend and vote at that meeting. Any such majority shall together represent at least 90% of the total voting rights at that meeting of all the members.

35. A Trustees' meeting shall be called by at least seven clear days' notice unless either:

35.1 all the Trustees agree; or

35.2 urgent circumstances require shorter notice.

Contents of notice

36. Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a Trustees' or members' annual general or general meeting, and the general nature of the business to be transacted. If a special resolution is to be proposed at a members' general meeting, the notice shall include the proposed resolution and specify that it is proposed as a special resolution.

37. In every notice calling a members' general meeting of the Charity there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a members' general meeting.

Service of notice

38. Notice of meetings shall be given to each Trustee and in the case of members' general meetings notice shall also be given to the auditors of the Charity.

Manner of serving notice

39. Notice of meetings shall be given in accordance with Articles 79 to 83.

Quorum

40. No business shall be transacted at any meeting unless a quorum is present. At Trustees' meetings three people present in person or by telephone or other televisual means agreed by the Trustees and entitled to vote shall be a quorum. At members' meetings one person present in person or by proxy and entitled to vote shall be a quorum. If a quorum is not present within half an hour from the time appointed for the meeting, 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 and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

Chair

41. The chair, if any, of the Trustees or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each meeting. (For the avoidance of doubt a proxy holder who is not a Trustee shall not be entitled to be appointed chair.)

Adjournment

42. The chair 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.

43. When a members' general meeting is adjourned for 14 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.

Voting at Trustees' meetings

44. At a Trustees' meeting every person present in person and entitled to vote shall have one vote.

45. A resolution put to the vote of a Trustees' meeting shall be decided on a show of hands.

46. Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.

Voting at members' general meetings

47. A resolution put to the vote of a members' general 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 Companies Acts, a poll may be demanded:

47.1 by the chair; or

47.2 by at least two members present in person or by proxy and having the right to vote at the meeting; or

47.3 by any person who, by virtue of being appointed proxy for one or more members having the right to vote at the meeting, holds two or more votes; or

47.4 by a member or members present in person or by proxy representing at least one-tenth of the total voting rights of all the members having the right to vote at the meeting.

48. Unless a poll is duly demanded a declaration by the chair 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.

49. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

50. A poll shall be taken as the chair 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.

51. A poll demanded on the election of the chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than 30 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.

52. No notice need be given of a poll not taken forthwith 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.

53. 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 chair whose decision shall be final and binding.

54. On a show of hands every person present and entitled to vote shall have a maximum of one vote. On a poll, every member present in person or by proxy shall have one vote. In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall not be entitled to a casting vote in addition to any other vote he or she may have.

55. The appointment of a proxy shall be in such form as is usual or which the Trustees may approve.

56. Unless the appointment of a proxy indicates otherwise, it must be treated as:

56.1 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

56.2 appointing that person as a proxy in relation to any adjournment of the members' general meeting to which it relates as well as the meeting itself.

57. The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may:

57.1 in the case of an instrument in writing be deposited at the registered office of the Charity 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 at least 48 Hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

57.2 in the case of an appointment sent by electronic means, where an address has been specified for the purpose of receiving documents or information by electronic means:

57.2.1 in the notice convening the meeting, or

57.2.2 in any instrument of proxy sent out by the Charity in relation to the meeting, or

57.2.3 in any invitation to appoint a proxy issued by the Charity in relation to the meeting which is sent by electronic means,

be received at such address not less than 48 Hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

57.3 in the case of a poll taken more than 48 Hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and at least 24 Hours before the time appointed for the taking of the poll; or

57.4 where the poll is not taken forthwith but is taken not more than 48 Hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary (if any) or to any Trustee;

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

58. 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. Attendance by a member in person at a meeting automatically revokes any appointment of a proxy by that member.

Virtual meetings of Trustees

59. A Trustees' meeting may be held by telephone or using any televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

Decisions without a meeting

Written members' resolutions

60. Subject to Article 61, a written resolution of the members of the Charity passed in accordance with these Articles 60 to 62 shall have effect as if passed by the Charity in a members' general meeting.

60.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.

60.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as special resolution.

60.3 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.

61. A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiry of his or her term of office may not be passed as a written resolution.

62. A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.

63. A member signifies their agreement to a proposed written resolution when the Charity receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution.

63.1 If the document is sent to the Charity in hard copy form, it is authenticated if it bears the member's signature.

63.2 If the document is sent to the Charity by electronic means, it is authenticated if it bears the member's signature or if it is accompanied by a statement of the identity of the member and the Charity has no reason to doubt the truth of that statement.

64. A written resolution is passed when the required majority of eligible members have signified their agreement to it.

65. A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

Trustees' decision-making

66.1 A resolution in writing or in electronic form agreed by a simple majority of all the Trustees entitled to receive notice of a meeting of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held provided that:

66.1.1 A copy of the resolution is sent or submitted to all the Trustees eligible to vote; and

66.1.2 A simple majority of Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date. For the avoidance of doubt an authenticated document shall include (without limitation) an email from a known email address of a Trustee or a copy of the resolution signed by the Trustee.

66.2 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.

Conflicts of interest

67. Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.

68. Whenever a matter is to be discussed at a meeting or decided in accordance with Article 66 and a Trustee has a Conflict of Interest in respect of that matter then, subject to Article 70, he or she must:

68.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;

68.2 not be counted in the quorum for that part of the meeting; and

68.3 withdraw during the vote and have no vote on the matter.

69. If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.

Trustees' power to authorise a conflict of interest

70. The Trustees may (subject to such terms as they may impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:

70.1 any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which he or she has a Conflict of Interest; and

70.2 the manner in which a Conflict of Interest arising out of any Trustee's office, employment or position may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum,

provided that when deciding to give such authorisation the provisions of Article 68 shall be complied with and provided that nothing in this Article 70 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with the Articles.

71. If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 70 then, even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.

72. A Trustee shall not be accountable to the Charity for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 70 (subject to any limits or conditions to which such approval was subject).

73. When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

Register of Trustees' interests

74. The Trustees shall cause a register of Trustees' interests to be kept. 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.

Irregularities

75. The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

General

Secretary

76. A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

76.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and

76.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

Minutes

77. The Trustees shall cause minutes to be made in books kept for the purpose:

77.1 of all appointments of officers made by the Trustees;

77.2 of all resolutions of the Charity and of the Trustees; and

77.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings. The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

Records and accounts

78. The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

78.1 annual reports;

78.2 annual returns;

78.3 annual statements of account.

Communications by and to the Charity

79. Subject to the provisions of the Companies Acts and these Articles:

79.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form or in electronic form;

79.2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement.

79.3 Any document or information (including any notice) sent to a member under the Articles may be sent to the member's postal address as shown in the Charity's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member.

80. Any document to be served on the Charity or on any officer of the Charity under the Articles may only be served:

80.1 in the case of documents in hard copy form, by sending or delivering them to the Charity's registered office or delivering them personally to the officer in question; or

80.2 in the case of documents in electronic form, by sending them by electronic means to an address notified to the members for that purpose.

81. A member present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

82. Where a document or information is sent or supplied under the Articles:

82.1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.

82.2 Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.

83. Where any document or information has been sent or supplied by the Charity by electronic means and the Charity receives notice that the message is undeliverable:

83.1 if the document or information has been sent to a member and is notice of a members' general meeting of the Charity or a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so; and

83.2 in all other cases, the Charity will send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.

83.3 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

Indemnity

84. Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

Trustees' indemnity insurance

85. The Trustees shall have power to resolve pursuant to Article 4.29 to effect Trustees' indemnity insurance, despite their interest in such policy.

Winding-up

86. If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity, but must be given to some other institution or institutions with similar objects which is or are regarded as charitable under the law of every part of the United Kingdom (and the term "charitable" shall in these Articles be construed accordingly). The institution or institutions to benefit shall be chosen by the Trustees at or before the time of winding up or dissolution.

Exclusion of model articles

87. The relevant model articles for a company limited by guarantee are hereby expressly excluded.

Schedule

Definitions

1. In these Articles the following terms shall have the following meanings:

	Term	Meaning
1.1	**"address"**	includes a number or address used for the purposes of sending or receiving documents by electronic means;
1.2	**"annual retirement meeting"**	has the meaning given to it in Article 14.1;
1.3	**"Articles"**	these Articles of Association of the Charity;
1.4	**"Charity"**	The Royal Foundation of the Duke and Duchess of Cambridge;
1.5	**"circulation date"**	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6	**"clear days"**	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.7	**"Companies Acts"**	has the meaning given to it in section 2 of the Companies Act 2006;
1.8	**"Conflict of Interest"**	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Charity;
1.9	**"Connected Person"**	any person falling within one of the following categories and where payment to that person might result in the Trustee obtaining benefit: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (c) any company or firm of which a Trustee is a paid director, partner or employee, or shareholder holding more than 1% of the capital;
1.10	**"electronic form" and "electronic means"**	have the meanings respectively given to them in the Companies Act 2006;
1.11	**"financial expert"**	an individual, company or firm who is authorised to give investment advice under the Financial Services and

		Markets Act 2000;
1.12	**"Founder"**	HRH the Duke of Cambridge;
1.13	**"hard copy" and "hard copy form"**	have the meanings respectively given to them in the Companies Act 2006;
1.14	**"Hour"**	any full period of an hour but not including any part of a day that is a Saturday, Sunday or Bank Holiday in England;
1.15	**"Memorandum"**	the Memorandum of Association of the Charity;
1.16	**"Principals"**	TRHs the Duke and Duchess of Cambridge;
1.17	**"Private Secretaries"**	collectively the Private Secretary to HRH the Duke of Cambridge (or, where there is more than one Private Secretary, the Principal Private Secretary as nominated by HRH the Duke of Cambridge) and the Private Secretary to HRH the Duchess of Cambridge (or, where there is more than one Private Secretary, the Principal Private Secretary as nominated by HRH the Duchess of Cambridge);
1.18	**"Secretary"**	the secretary of the Charity (if any);
1.19	**"Subsidiary Company"**	any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company; and
1.20	**"Trustee" and "Trustees"**	the director and directors as defined in the Companies Acts.

2. In these Articles:

2.1 Subject to paragraph 2.2, any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

2.2 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles became binding on the Charity.