

Company no. 7570312

**The Companies Act 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**YORK MINSTER FUND LIMITED**  
**(the "Company")**

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**SPECIAL RESOLUTION**

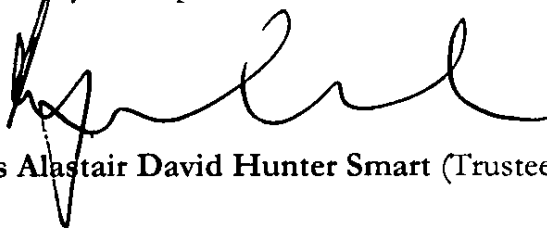
**Passed on 29 September 2015**

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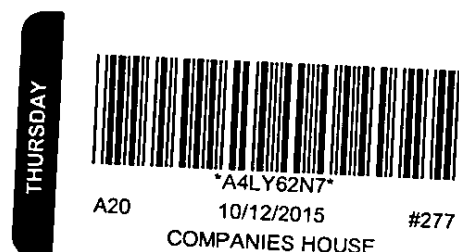
The following resolution was passed by the Members for the time being of the above named Company, who are entitled to receive notice of, attend and vote at any general meeting of the Company, as a written resolution pursuant to sections 283 and 288 of the Companies Act 2006, on the above date, being the date on which at least 75% of the Members had signed their consent

**"SPECIAL RESOLUTION**

It is resolved that the Company's Articles of Association be and are hereby deleted in their entirety and replaced with the attached Articles of Association "



**Angus Alastair David Hunter Smart (Trustee)**



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**COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**NOT HAVING A SHARE CAPITAL**

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**ARTICLES OF ASSOCIATION**

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-of-

**YORK MINSTER FUND LIMITED**

**Company number: 7570312**

**Date of incorporation: 18 March 2011**

**(as amended by special resolution passed on 29 September 2015)**

## **1. Definitions and interpretation**

1 1 In these Articles the following words and phrases shall have the following meanings unless the context otherwise requires

<b>Act</b>	means the Companies Act 2006 including any statutory modification or re-enactment thereof the time being in force,
<b>Articles</b>	means these Articles of Association,
<b>Charities Act</b>	means the Charities Act 2011 including any statutory modification or re-enactment thereof for the time being in force,
<b>The Company</b>	means York Minster Fund Limited,
<b>The Charity</b>	means York Minster Fund (registered charity number 252157),
<b>clear days</b>	in relation to a period of notice means a 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,
<b>Charity Commission</b>	means the Charity Commission for England and Wales,
<b>Custodian</b>	means a person or body who undertakes safe custody of assets or of documents or records relating to them,
<b>document</b>	includes, unless otherwise specified, any document sent or supplied in electronic form,
<b>electronic form</b>	includes electronic means (for example, e-mail or fax) or any other means while in electronic form (for example, sending a disk through the post),
<b>Financial Expert</b>	means an individual, company or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
<b>Firm</b>	includes a limited liability partnership and company,
<b>Indemnity Insurance</b>	means indemnity insurance as permitted by section 189 of the Charities Act 2011,

<b>Member</b>	means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles,
<b>Memorandum</b>	means the memorandum of association of The Company,
<b>Model Articles</b>	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulation 2008 (SI 2008/3229),
<b>Nominee Company</b>	means a corporate body registered or having an established place of business in England and Wales,
<b>Objects</b>	the objects of The Company as set out in Article 4,
<b>Ordinary Resolution</b>	means a resolution (of the Members or, if applicable, a class of the Members) that is passed <ul style="list-style-type: none"> <li>(i) if a written resolution, by Members representing a simple majority of the total voting rights of eligible Members,</li> <li>(ii) on a show of hands at a meeting, by a simple majority of the votes cast by those entitled to vote,</li> <li>(iii) on a poll at a meeting, by Members representing a simple majority of the total voting rights of Members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance,</li> </ul>
<b>Secretary</b>	means any person appointed to perform the duties of the secretary of The Company,
<b>Special Resolution</b>	means a resolution (of the Members or, if applicable, a class of Members) passed <ul style="list-style-type: none"> <li>(i) if a written resolution, by Members representing not less than 75% of the total voting rights of eligible Members;</li> <li>(ii) on a show of hands at a meeting, by a majority not less than 75% of the votes cast by those entitled to vote,</li> <li>(iii) on a poll at a meeting, by members representing not less than 75% of the total voting rights of</li> </ul>

the Members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance,

<b>Taxable Trading</b>	means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax,
<b>Trustee</b>	means a director of The Company and includes any person occupying the position of director, by whatever name called The Trustees are charity trustees as defined in the Charities Act,
<b>Trust Deed</b>	means the Trust Deed dated 3 April 1967 by which The Charity was established,
<b>United Kingdom</b>	means the United Kingdom of Great Britain and Northern Ireland,
<b>writing</b>	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 in electronic form or otherwise,
<b>York Minster</b>	means the Cathedral and Metropolitan Church of St Peter in York

- 1 2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on The Company
- 1 3 All words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine
- 1 4 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of the Articles
- 1.5 The Model Articles shall not apply to The Company

## **Charity Details**

### **2. Name**

The name of The Company is York Minster Fund Limited

### **3. Registered office**

The registered office of The Company is to be situated in England and Wales

## **Objects and powers**

### **4. Objects**

The Company's objects are to act as the sole corporate trustee of The Charity and in so doing to further the objects of The Charity as set out in clause 2 of the Trust Deed annexed to these Articles or as subsequently amended

### **5. Powers**

In furtherance of the Objects, but not further or otherwise, and in addition to any other powers it may have The Company shall have the following powers

- 5 1 to act as a trustee of The Charity and any other charity or charities having objects which are the same as or similar to those of The Charity,
- 5 2 to seek from the Lord Chancellor or the Charity Commission authority to act as and, if obtained, to act as a trust corporation in relation to charitable trusts (including, for avoidance of doubt, The Charity),
- 5 3 to exercise, or concur in exercising all lawful powers and discretions by law or by the Trust Deed (as amended from time to time) or the instrument creating the trust conferred upon the trustee or trustees of any trust undertaken by the Company,
- 5 4 to undertake executorships or the administration with will annexed and either solely or jointly with one or more others of estates given wholly or in part for charitable purposes in connection with the objects of The Charity,
- 5 5 to promote or carry out research,
- 5 6 to provide advice,
- 5 7 to publish or distribute information,
- 5 8 to co-operate with other bodies,
- 5 9 to support, administer or set up other charities,
- 5 10 to raise funds (but not by means of Taxable Trading),
- 5 11 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act),
- 5 12 to acquire or hire property of any kind,

- 5.13 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act),
- 5.14 to make grants or loans of money and to give guarantees,
- 5.15 to set aside funds for special purposes or as reserves against future expenditure,
- 5.16 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification),
- 5.17 to delegate the management of investments to a Financial Expert, but only on terms that
  - 5.17.1 the investment policy is set down in writing for the Financial Expert by the Trustees,
  - 5.17.2 every transaction is reported regularly to the Trustees,
  - 5.17.3 the performance of the investments is reviewed regularly with the Trustees,
  - 5.17.4 the Trustees are entitled to cancel the delegation arrangement at any time,
  - 5.17.5 the investment policy and the delegation arrangement are reviewed at least once a year,
  - 5.17.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are reported regularly to the Trustees on receipt, and
  - 5.17.7 the Financial Expert must not do anything outside the powers of the Trustees,
- 5.18 to arrange for investments or other property of The Company to be held in the name of a Nominee Company acting under the control of the Trustees or of a Financial Expert acting under their instructions, and to pay any reasonable fee required,
- 5.19 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as Custodian, and to pay any reasonable fee required,
- 5.20 to insure the property of The Company against any foreseeable risk and take out other insurance policies to protect The Company when required,
- 5.21 to pay for Indemnity Insurance for the Trustees,

- 5 22 subject to Articles 6, 7 and 8, to employ paid or unpaid agents, staff or advisers,
- 5 23 to enter into contracts to provide services to or on behalf of other bodies,
- 5 24 to establish or acquire subsidiary companies to assist, or act as agents for, The Company,
- 5 25 to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects,
- 5 26 to do anything else within the law which promotes or helps to promote the Objects

**Application, payment or distribution of the Company's property and income and limited liability of members**

**6. Application of income and property**

- 6 1 The income and property of The Company shall be applied solely towards the promotion of the Objects
- 6.2 None of the income or property of The Company may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to Members of The Company This does not prevent a Member who is not also a Trustee of The Company receiving
  - 6 2 1 1 a benefit from The Company in the capacity of a beneficiary of The Company,
  - 6 2 2 reasonable and proper remuneration for any goods or services rendered to The Company,
  - 6 2 3 interest on money lent to The Company at a reasonable and proper rate not exceeding either 2% per annum below the base lending rate prescribed for the time being by a clearing bank in London selected by the Trustees or 3%, whichever is the greater,
  - 6 2 4 reasonable and proper rent for premises demised to let to The Company,
  - 6 2.5 the benefit of Indemnity Insurance as permitted by the Charities Act 2011

A Member who is also a Trustee may only receive a benefit, directly or indirectly, in accordance with Article 6 3 below



6 3 A Trustee.

6 3 1 shall be entitled to be paid reasonable out-of-pocket expenses properly incurred when acting on behalf of The Company,

6 3 2 may receive an indemnity from The Company in accordance with Article 37,

subject thereto, and to Article 8, no Trustee may receive any payment or other material benefit, directly or indirectly from The Company

## 7. Conflicts of interest

7 1 Whenever a Trustee has a personal interest (including but not limited to a personal interest or a duty of loyalty owed to another organisation or person) directly or indirectly in a matter to be discussed at a meeting of the Trustees or a committee of the Trustees or in any transaction or arrangement with The Company (whether proposed or already entered into), the Trustee concerned shall

7 1 1 declare an interest at or before any discussion on the item,,

7 1 2 withdraw from any discussion on the item save to the extent that he is invited expressly to contribute information,

7 1 3 not be counted in the quorum for the part of any meeting and any vote devoted to that item, and

7 1 4 withdraw during the vote and have no vote on the item

7 2 Articles 7 1 2 to 7 1 4 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised in the Articles

7 3 If a conflict of interest arises for a Trustee, which may but need not be 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 the Articles, then, on the matter being proposed to the Trustees, the unconflicted Trustees, may authorise the conflict of interests (the "**authorised conflict**") subject to the conditions in Article 7 4

7 4 A conflict of interests may only be authorised under Article 7 3 if

7 4 1 the unconflicted Trustees consider it is in the interests of The Company to do so in the circumstances applying,

7 4 2 the procedures of Article 7 1 are followed in respect of the authorised conflict, and

7 4 3 the terms of Article 6 are complied with in respect of any direct or indirect benefit to the conflicted Trustee which may arise from the authorised conflict

7 5 Where a conflict is authorised in accordance with Articles 7 3 and 7 4 above, the unconflicted Trustees, as they consider appropriate in the interests of The Company, may set out any express terms of the authorisation and may impose conditions on the authorisation

## **8. Charging Article**

Notwithstanding any other provision of the Articles, any firm, company or organisation which possesses specialist skills or knowledge required by The Company for its proper administration may charge and be paid reasonable charges for work of that nature done by it notwithstanding that one or more of the Trustees of The Company is a director or other senior officer or employee or partner or member of that firm, company or organisation and such charges may include charges in respect of work carried out by such Trustee

## **9. Limited Liability of Members**

The liability of the Members is limited to £1, being the amount that each Member undertakes to contribute to the assets of The Company in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for

9 1 payment of the debts and liabilities of The Company contracted before he ceases to be a Member,

9 2 payment of the costs, charges and expenses of winding up, and

9 3 adjustment of the rights of the contributories among themselves

## **10. Surplus assets**

10 1 If on winding-up or dissolution of The Company there remains, after the satisfaction of all its debts and liabilities, any property whatever of The Company (The Company's **surplus assets**), the same shall not be paid to or distributed among the Members of The Company, but shall be given or transferred in accordance with this Article

10 2 The Members of The Company may at any time before, and in expectation of, its dissolution resolve that The Company's surplus assets shall on or before the dissolution of The Company be applied or transferred in any of the following ways

10 2 1 directly for one or more of the Objects;

10 2 2 to any one or more charities for purposes which are similar to the Objects, or

- 10 2 3 to any one or more charities for use for particular purposes falling within the Objects
- 10 3 Subject to any such resolution of the Members of The Company, the Trustees of The Company may at any time before and in expectation of its dissolution resolve that The Company's surplus assets shall on or before dissolution of The Company be applied or transferred in any of the following ways
- 10 3 1 directly for one or more of the Objects,
- 10 3 2 to any one or more charities for purposes which are similar to the Objects, or
- 10 3 3 to any one or more charities for use for particular purposes falling within the Objects
- 10 4 In the event of no resolution being passed by the Members or the Trustees in accordance with this Article on the winding-up or dissolution of The Company, The Company's surplus assets shall be applied for charitable purposes as directed by the Court or the Charity Commission
- 10 5 If The Company is a trustee of any trusts at the time it is wound up or dissolved, The Company shall procure the appointment of a new trustee or trustees of those trusts in the place of The Company

## **MEMBERSHIP**

### **11. Members**

- 11 1 Any Trustee shall, by agreeing to become a Trustee, agree to become a Member of The Company and accordingly shall be admitted to membership of The Company on his appointment as Trustee No person other than a Trustee may be admitted as a Member of The Company
- 11 2 Membership is not transferable
- 11 3 The Company shall maintain a register of Members

### **12. Classes of Membership**

The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions

### **13. Termination of membership**

Membership is terminated if

- 13 1 the Member dies,

- 13 2 the Member retires by written notice to The Company provided that after such retirement the number of Members is not less than two,
- 13 3 any sum due from the Member to The Company has been wholly or partly outstanding for at least six months and The Company serves notice in writing on the Member terminating the membership In such circumstances the termination of membership shall take effect from the date and time when the notice is served,
- 13 4 the Member is removed from membership by a resolution of the Trustees that is in the best interests of The Company that his or her membership is terminated Such a resolution may only be passed if
  - 13 4 1 the Member has been given at least 14 clear days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons for its proposals, and
  - 13 4 2 the Member or, at the option of the Member, the Member's representative, who need not be a Member of The Company, has been permitted to make representations to the meeting,
- 13 5 the Member ceases to be a Trustee

## **MEETINGS OF MEMBERS**

### **14. General Meetings**

- 14 1 The Trustees may call general meetings
- 14 2 On the requisition of Members pursuant to the Act the Trustees shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any Member may call a general meeting in accordance with the provisions of the Act

### **15. Notice of general meetings**

- 15 1 General meetings shall be called by at least 14 clear days' notice.
- 15 2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than 90% of the total voting rights at that meeting of all the Members
- 15 3 The notice shall specify the place, the day and the time of the meeting and the general nature of the business to be transacted
- 15 4 Subject to the provisions of the Articles and to any restrictions imposed on any classes of membership, notice of general meeting shall be given in any manner authorised by these Articles to.

15 4 1 every Member except those Members who (having no registered address within the United Kingdom) have not supplied to The Company an address within the United Kingdom for giving of notices to them,

15 4 2 the auditor for the time being of The Company (if any), and

15 4 3 each Trustee

No other person shall be entitled to receive notice of general meetings.

15 5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

15 6 A Member present at any meeting of The Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called

## **16. Organisation at general meetings**

16 1 No business shall be transacted at any general meeting unless a quorum is present

16 2 Three persons entitled to vote upon the business to be transacted, each being a Member shall be a quorum

16 3 There shall be a chairman of every general meeting

16 3 1 The chairman, if any, of the Trustees shall chair every general meeting of The Company

16 3 2 In his absence the deputy chairman, if any, of the Trustees shall act as chairman

16 3 3 If at any meeting neither the chairman nor the deputy chairman is present within ten minutes after the time appointed for the holding of the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting

16 3 4 If there is only one Trustee present and willing to act, he shall chair the meeting

16 3 5 If at any meeting no Trustee is willing to act as chairman or if no Trustee is present within ten minutes after the time appointed for the holding of the meeting, the Members present shall choose one of their number to chair the meeting

16 4 If within thirty minutes from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting

16 4 1 if convened on the requisition of Members, shall be dissolved,

16 4 2 in any other case, shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Trustees may determine

16 5 In relation to adjournment of meetings

16 5.1 the chairman may, with the consent of any 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place,

16 5 2 when a meeting is adjourned for fourteen days or more, The Company shall give at least seven clear days' notice of it to the same persons to whom notice of The Company's general meetings is required to be given, and containing the same information which such notice is required to contain,

16 5 3 otherwise it shall not be necessary to give any more notice of an adjournment or of the business to be transacted at an adjourned meeting

## **DECISIONS OF MEMBERS**

### **17. Voting at general meetings**

17 1 A resolution put to the vote of a 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

17 2 Unless a poll is duly demanded, a declaration by the chairman and an entry to that effect in the minutes of the proceedings of The Company that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution

### **18. Votes of Members**

18 1 Every Member shall have one vote.

18 2 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 chairman whose decision shall be final and conclusive.

**19. Written resolutions**

- 19 1 Save for a resolution to remove a Trustee before the expiration of his period of office or to remove an auditor before the expiration of his term of office, any resolution of the Members may be proposed and passed as a written resolution in accordance with the Act

**TRUSTEES**

**20. Trustees**

- 20 1 Unless otherwise determined by Ordinary Resolution the minimum number of Trustees shall be seven and the maximum number of Trustees shall be twelve
- 20 2 The first Trustees shall be those persons notified to Companies House as the first Trustees of The Company
- 20 3 The Dean of York Minster shall be an ex officio Trustee

**21. Appointment of Trustees**

- 21 1 Subject to Article 20 1, any person who is willing to act as a Trustee, and is permitted by law to do so, may be appointed to be a Trustee by a resolution of the Trustees
- 21 2 Subject to Articles 22 and 23, a Trustee shall hold office until his retirement in accordance with Article 24

**22. Removal of Trustees**

Any Trustee may be removed before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between The Company and such Trustee, by Ordinary Resolution of which special notice has been given to The Company in accordance with the Act

**23. Disqualification or vacation of office of Trustees**

The office of Trustee shall be vacated if

- 23.1 the Trustee ceases to be a Trustee by virtue of any provision of the Act or becomes prohibited by law from being a Trustee,
- 23 2 the Trustee is disqualified from acting as a charity trustee by virtue of the Charities Act,

- 23 3 the Trustee becomes bankrupt or makes any arrangement or composition with his creditors generally,
- 23 4 a registered medical practitioner who is treating the Trustee gives a written opinion to The Company stating that the Trustee has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months,
- 23 5 by reason of the Trustee's mental health, a court makes an order which wholly or partly prevents the Trustee from personally exercising any powers or rights which he would otherwise have,
- 23 6 the Trustee resigns his office by written notice to The Company provided at least seven Trustees remain in office after the resignation takes effect,
- 23.7 the Trustee is absent from two consecutive Trustees' meetings without leave and the Trustees resolve that the office be vacated,
- 23 8 the Trustee is directly or indirectly interested in any contract with The Company and fails to declare the nature of his interest as required by the Act or the Articles,
- 23 9 the Trustee is still in office on 31 December in the year that he attains the age of 72 years,
- 23 10 the Trustee fails to agree to a reasonable request by the Trustees for a Criminal Records Bureau check (or equivalent) to be undertaken in respect of them

## **24. Retirement of Trustees**

- 24 1 Trustees shall be appointed for terms of 5 years , provided that no person shall be a Trustee after the 31 December in the year in which he shall have attained the age of 72 years
- 24 2 A retiring Trustee who remains qualified may be reappointed for one further term of office of 2 years (i.e 7 years in total) if a majority of the other Trustees resolve that the circumstances are exceptional and that it is in the best interests of The Company
- 24 3 A Trustee who has served for two consecutive terms (i.e 7 years in total) may not be reappointed for a third consecutive term (unless a majority of the other Trustees resolve that the circumstances are exceptional and that it is in the best interests of The Company), but may be reappointed after an interval of at least five years

## **25. Powers and duties of the Trustees**

- 25 1 Subject to the provisions of the Act and the Articles and to any directions given by Special Resolution, the business of The Company shall be



managed by the Trustees who may exercise all the powers of The Company

25 2 No alteration of the Articles and no direction given by Special Resolution shall invalidate anything which the Trustees have done before the making of the alteration or the passing of the resolution

25 3 A meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees

## **26. Proceedings and decisions of the Trustees**

26 1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit

26 2 The Trustees shall meet as often as they deem necessary properly to conduct the business of The Company

26 3 A meeting of the Trustees

26 3 1 may be called by any Trustee, and

26 3 2 shall, at the request of a Trustee, be called by the Secretary (if any)

26 4 Notice of any meeting of the Trustees must indicate

26 4 1 its proposed date, time and subject matter,

26 4 2 where it is to take place, and

26 4 3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

26 5 In fixing the date and time of any meeting of the Trustees, the Trustee calling it shall try to ensure, subject to the urgency of any matter to be decided by the Trustees, that as many Trustees as practicable are likely to be available to participate in it

26 6 Except where there are matters demanding urgent consideration, each Trustee must be given at least seven clear days' written notice of each meeting of the Trustees.

26 7 Any Trustee may participate in a meeting of the Trustees by means of video conference, telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in such a meeting shall constitute presence in person at that meeting

26 8 In relation to the quorum for a meeting of the Trustees

- 26 8 1 no decision other than a decision to call the meeting of the Trustees or a general meeting shall be taken by the Trustees unless a quorum participates in the decision-making process,
- 26 8 2 the quorum for decision-making by the Trustees is five,
- 26 8 3 if the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision
- 26 8 3 1 to appoint further Trustees in accordance with the process set out in Article 21 1,
- 26 8 4 a Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote
- 26 9 Questions arising at a meeting shall be decided by a majority of votes and in case of an equality of votes the chairman shall have a second or casting vote
- 26 10
- 26 10 1 The Trustees shall elect (and may remove) a chairman and the chairman may appoint a deputy-chairman from among their number and the Trustees shall determine the period for which they are to hold office The Dean of York Minster may not be elected as chairman
- 26 10 2 If at any meeting neither the chairman nor the deputy chairman is present within ten minutes after the time appointed for holding the same, or if there is no chairman or deputy chairman, the Trustees present shall choose one of their number to chair the meeting.
- 26 10 2 1 In the case of an equality of votes, the chairman shall have a second or casting vote But this does not apply, if, in accordance with the Articles, the chairman is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes No Trustee in any other circumstances shall have more than one vote
- 26 11 All acts done by any meeting of the Trustees or of a committee, or by any person acting as a Trustee, shall, notwithstanding that it be afterwards discovered that
- 26 11.1 there was some defect in the appointment of any such Trustee or person acting as a Trustee, or
- 26.11 2 they or any of them were disqualified, or

26 11 3 they or any of them were not entitled to vote on the matter,  
be as valid as if every such person had been duly appointed and was  
qualified to be a Trustee

26 12 A resolution in writing, signed by all the Trustees entitled to receive notice  
of a meeting of the 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 and may consist of several documents in like form each  
signed by one or more Trustees

26 13 Subject to the Articles, the Trustees may make any rules which they think  
fit about how they take decisions, and about how such rules are to be  
recorded or communicated to the Trustees

## **27. Delegation by the Trustees**

27 1 The Trustees may delegate any of their powers to any committee consisting  
of one or more Trustees

27 2 The Trustees shall determine the terms of any delegation to such a  
committee and may impose conditions, including that

27 2 1 the relevant powers are to be exercised exclusively by the  
committee to whom the Trustees delegate,

27 2 2 no expenditure may be incurred on behalf of The Company except  
in accordance with a budget previously agreed with the Trustees

27 3 Subject to and in default of any other terms imposed by the Trustees

27 3 1 the chairman and deputy chairman shall be ex-officio members of  
every committee appointed by the Trustees,

27 3 2 the members of a committee may, with the approval of the  
Trustees, appoint such persons, not being Trustees, as they think fit  
to be members of that committee,

27 3 3 a committee may elect (and remove) a chairman of its meetings, if  
no such chairman is elected, or, if at any meeting the chairman is  
not present within ten minutes after the time appointed for holding  
the same, the members present may choose one of their number to  
chair the meeting,

27 3 4 a committee may meet and adjourn as it thinks proper,

27 3 5 questions arising at any meeting shall be determined by a majority  
of votes of the committee members present, and

27 3 6 in the case of an equality of votes the chairman of the committee shall have a second or casting vote,

and subject thereto committees to which the Trustees delegate any of their powers shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Trustees

27 4 The Company shall keep a written record of the terms of any delegation to a committee

27 5 The Trustees may revoke or alter a delegation.

27 6 All acts and proceedings of committees shall be reported to the Trustees fully and regularly.

## **28. Delegation of day to day management**

28 1 The Trustees may delegate day to day management and administration of The Company to one or more managers

28 2 In respect of each manager the Trustees shall:

28 2 1 provide a description of the manager's role, and

28 2 2 set the limits of the manager's authority

28 3 The managers shall report regularly and promptly to the Trustees on the activities undertaken in accordance with their role

## **SECRETARY and MINUTES**

### **29. Secretary**

29 1 Subject to the provisions of the Act, any Secretary shall be appointed by the Trustees for such term at such remuneration and on such conditions as the Trustees may think fit Any Secretary so appointed by the Trustees may be removed by them

29 2 A Secretary who is also a Trustee may not be remunerated save as permitted in accordance with the Articles

### **30. Minutes**

30.1 The Trustees shall ensure that The Company keeps records, in writing, comprising,

30 1 1 minutes of all proceedings at general meetings;

- 30 1 2 copies of all resolutions of Members passed otherwise than at general meetings,
  - 30 1 3 details of appointments of officers made by the Trustees, and
  - 30 1.4 minutes of meetings of the Trustees and committees of the Trustees, including the names of the Trustees present at the meeting
- 30 2 The Trustees shall ensure that the records comprising 30 1 1 and 30 1 2 above shall be kept for at least 10 years from the date of the meeting or resolution, as the case may be

## **ACCOUNTS AND AUDIT**

### **31. Accounts**

- 31 1 The Trustees shall comply with the requirements of the Act and of the Charities Act for keeping financial records, the audit or other scrutiny of accounts (as required) and the preparation and transmission to the Registrar of Companies and the Charity Commission, as the case may be, of
- 31 1 1 annual returns,
  - 31 1 2 annual reports, and
  - 31 1 3 annual statements of account
- 31 2 Accounting records relating to The Company shall 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
- 31 3 The Trustees shall supply a copy of The Company's latest available statement of account to any Trustee or Member on request, and within two months of the request of any other person who makes a written request and pays The Company's reasonable costs of complying with the request

### **32. Audit**

Auditors shall be appointed and their duties regulated as required in accordance with the Act and the Charities Act

## COMMUNICATION

### 33. Means of communication

33 1 Subject to the Articles, The Company may deliver a notice or other document to a Member

33 1 1 by delivering it by hand to an address as provided in accordance with paragraph 4 of schedule 5 to the Act,

33 1 2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address as provided in accordance with paragraph 4 of schedule 5 to the Act,

33 1 3 by fax to a fax number notified by the Member in writing,

33 1 4 in electronic form to an address notified by the Member in writing, or

33 1.5 by a website, the address of which shall be notified to the Member in writing

33 2 This Article does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way

33 3 If a notice or document

33 3 1 is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member,

33.3 2 is sent by post or other delivery service in accordance with Article 34 1 2 above it is treated as being delivered

33 3.2 1 24 hours after it was posted, if first class post was used, or

33 3 2 2 48 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

33 3 2 3 properly addressed, and

33 3 2 4 put into the postal system or given to delivery agents with postage or delivery paid;

33 3 3 is sent by fax, providing that The Company can show that it was sent to the fax number provided by the Member, it is treated as being delivered at the time it was sent,

33 3 4 is sent in electronic form, providing that The Company can show that it was sent to the electronic address provided by the Member, it is treated as being delivered at the time it was sent,

33 3 5 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

## **INDEMNITY**

### **34. Indemnity**

Subject to the provisions made of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Trustee or other officer of The Company (other than any person (whether an officer or not) engaged by The Company as auditor) shall be indemnified out of the assets of The Company against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of The Company, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act

### **35. Rules or byelaws**

35 1 The Trustees may from time to time make such rules or byelaws as they may deem necessary or convenient for the proper conduct and management of The Company or for the purpose of prescribing classes and conditions of membership of either The Company or any group established to support The Company In particular but without prejudice to the generality of the above, they may by such rules or byelaws regulate

35 1 1 the rights and privileges of Members and the conditions of membership,

35 1 2 the conduct of Members in relation to one another and to The Company's employees and volunteers,

35 1 3 the setting aside of the whole or any parts of The Company's premises at any particular time or times or for any particular purpose or purposes, and

35 1 4 the procedure at general meetings and meetings of the Trustees and committees in so far as such procedure is not regulated by these Articles

- 35 2 The Company in general meeting shall have power by Special Resolution to alter or repeal the rules or byelaws and to make additions to them
- 35 3 The Trustees shall adopt such means as they deem sufficient to bring to the notice of Members of The Company all such rules or byelaws which, so long as they shall be in force, shall be binding on all Members of The Company provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in the Articles