

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 7641153

The Registrar of Companies for England and Wales, hereby certifies that

BURES COMMON LAND

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 19th May 2011



\*N07641153E\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



**Companies House**

— for the record —

# IN01(ef)

## Application to register a company

Received for filing in Electronic Format on the: 19/05/2011



XO6GZU99

Company Name  
in full:

**BURES COMMON LAND**

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative*

Company Type:

**Private limited by guarantee**

Situation of Registered  
Office:

**England and Wales**

Proposed Register  
Office Address:

**2-3 NAYLAND ROAD  
BURES ST MARY  
SUFFOLK  
UNITED KINGDOM  
CO8 5BX**

*I wish to adopt entirely bespoke articles*

*Company Director*    **1**

*Type:*                                **Person**

*Full forename(s):*                **LEIGH ANDREW**

*Surname:*                            **ALSTON**

*Former names:*

*Service Address:*                **2-3 NAYLAND ROAD  
BURES ST MARY  
SUFFOLK  
UNITED KINGDOM  
CO8 5BX**

*Country/State Usually Resident:*    **UNITED KINGDOM**

*Date of Birth:*    **03/03/1963**                                *Nationality:*    **BRITISH**

*Occupation:*    **ARCHITECTURAL HISTORIAN**

*Consented to Act:*    **Y**                                *Date authorised:*    **19/05/2011**                                *Authenticated:*    **YES**

---

*Company Director* 2

*Type:* **Person**  
*Full forename(s):* **ANDREW**

*Surname:* **RYMAN**

*Former names:*

*Service Address:* **2-3 NAYLAND ROAD  
BURES ST MARY  
SUFFOLK  
UNITED KINGDOM  
CO8 5BX**

*Country/State Usually Resident:* **UNITED KINGDOM**

*Date of Birth:* **27/11/1942** *Nationality:* **BRITISH**  
*Occupation:* **RETIRED**

*Consented to Act:* **Y** *Date authorised:* **19/05/2011** *Authenticated:* **YES**

## Statement of Guarantee

---

*I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :*

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

*Name:*        ANDREW RYMAN

*Address:*    2-3 NAYLAND ROAD  
                 BURES ST MARY  
                 SUFFOLK  
                 UNITED KINGDOM  
                 CO8 5BX

*Amount Guaranteed:*    GBP1

*Name:*        LEIGH ANDREW ALSTON

*Address:*    2-3 NAYLAND ROAD  
                 BURES ST MARY  
                 SUFFOLK  
                 UNITED KINGDOM  
                 CO8 5BX

*Amount Guaranteed:*    GBP1

## Statement of Compliance

---

*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*memorandum delivered by an agent for the subscriber(s):* **Yes**

*Agent's Name:* **7SIDE LIMITED**

*Agent's Address:* **14 - 18  
CITY ROAD  
CARDIFF  
UNITED KINGDOM  
CF24 3DL**

---

## *Authorisation*

*Authoriser Designation:* **agent**

*Authenticated:* **Yes**

*Agent's Name:* **7SIDE LIMITED**

*Agent's Address:* **14 - 18  
CITY ROAD  
CARDIFF  
UNITED KINGDOM  
CF24 3DL**

Company no:

Charity no: (*registration pending*)

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION  
OF

BURES COMMON LAND

Taylor Vinters  
Merlin Place  
Milton Road  
CAMBRIDGE  
CB4 0DP

Tel: 01223 423444  
Fax: 01223 423944

Email: [julia.harkness@taylorvinters.com](mailto:julia.harkness@taylorvinters.com)

Our Ref: JMT/JH/416204.2

8252133v1

**COMPANY NOT HAVING A SHARE CAPITAL  
MEMORANDUM OF ASSOCIATION  
OF  
Bures Common Land**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

---

**Name of each subscriber**

---

LEIGH ANDREW ALSTON

ALAN RYMAN

---

Dated: 19 May 2011



Company no:

Charity no: (*registration pending*)

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION  
OF

BURES COMMON LAND

Taylor Vinters  
Merlin Place  
Milton Road  
CAMBRIDGE  
CB4 0DP

Tel: 01223 423444  
Fax: 01223 423944

Email: [julia.harkness@taylorvinters.com](mailto:julia.harkness@taylorvinters.com)

Our Ref: JMT/JH/416204.2

8252133v1

## TITLE OF DOCUMENT

### INDEX

CLAUSE .....	PAGE
PART 1 - PRELIMINARY .....	1
1 NAME AND STATUS.....	1
2 DISAPPLICATION OF MODEL ARTICLES.....	1
3 DEFINITIONS AND INTERPRETATION .....	1
PART 2 – OBJECTS AND POWERS OF THE CHARITY .....	4
4 OBJECTS .....	4
5 POWERS .....	4
6 APPLICATION OF INCOME AND PROPERTY .....	7
7 WINDING UP OR DISSOLUTION .....	8
PART 3 - MEMBERS.....	9
8 MEMBERSHIP .....	9
9 LIABILITY OF MEMBERS .....	9
10 MEETINGS OF MEMBERS .....	10
11 NOTICE OF AND PROCEEDINGS AT MEETINGS OF MEMBERS .....	10
PART 4 - TRUSTEES .....	11
12 THE TRUSTEES .....	11
13 APPOINTMENT AND RETIREMENT OF TRUSTEES .....	12
14 DISQUALIFICATION AND REMOVAL OF TRUSTEES .....	12
15 TRUSTEES' PROCEEDINGS .....	13
16 TRUSTEES' POWERS .....	14
17 BENEFITS AND CONFLICTS.....	14
PART 5 – ADMINISTRATIVE ARRANGMENTS AND ANNUAL REPORT .....	16
18 THE SEAL .....	16
19 RECORDS AND ACCOUNTS.....	16
20 COMMUNICATIONS.....	17
21 INDEMNITY .....	18
22 RULES & BYLAWS .....	18

## **PART 1 - PRELIMINARY**

### **1 NAME AND STATUS**

- 1.1 The name of this Charity is “**BURES COMMON LAND**”.
- 1.2 The Charity is registered, under the Companies Act, as a company limited by guarantee in England and Wales.

### **2 DISAPPLICATION OF MODEL ARTICLES**

- 2.1 The Articles alone shall constitute the regulations of the Charity. The regulations contained in The Model Articles for Private Companies Limited by Guarantee (contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) shall not apply to the Charity.

### **3 DEFINITIONS AND INTERPRETATION**

- 3.1 In the Articles, unless the context indicates another meaning:

'AGM' means an annual general meeting of the Charity;

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

'Chairman' means the chairman of the Trustees;

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

'the Charities Acts' means the Charities Acts 1992 to 2006;

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

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

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

'the Companies Act' means the Companies Act to 2006 including any statutory modification or re-enactment thereof for the time being in force;

'Conflicted Trustee' means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other

than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

'Connected Person' means, in relation to a Trustee, either: a member of the Trustee's family or household; a person or body who is a business associate of the Trustee or the Trustee's family; an institution that is controlled by the Trustee, his family or his business associate; or any body corporate where the Trustee, the Trustee's family or business associate has an interest that consists of more than 20% of the share capital of the body or controls more than 20% of the voting rights at a general meeting of the body;

'Corporate Member' means any local authorities or charities admitted to Membership of the Charity;

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

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

'financial expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

'financial year' means the Charity's financial year;

'firm' includes a limited liability partnership;

'indemnity insurance' means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

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

'Member' and 'Membership' refer to company Membership of the Charity;

'Memorandum' means the Charity's Memorandum of Association;

'month' means calendar month;

'nominee company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

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

'the Objects' means the Objects of the Charity as defined in Article 4;

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

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

'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

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

'written' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

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

'year' means calendar year.

3.2 Expressions not otherwise defined which are defined in the Companies

Act have the same meaning.

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

## **PART 2 – OBJECTS AND POWERS OF THE CHARITY**

### **4 OBJECTS**

4.1 The Objects of the Charity are:

- 4.1.1 To provide, improve and/or maintain, and own land in Bures St Mary (Suffolk) and Bures Hamlet to be used as an area of recreation or other leisure time occupation by the public at large with the object of improving their conditions of life in the interests of social welfare and for the benefit of the public.
- 4.1.2 To advance public education in historical matters relating to the heritage of England in general and of Bures St Mary (Suffolk) and Bures Hamlet in particular.
- 4.1.3 To advance citizenship through the promotion of volunteering and of the voluntary sector for the benefit of the public at large and in particular in Bures St Mary (Suffolk) and Bures Hamlet and the surrounding areas including but not limited to supporting local community based groups to maintain open spaces for the benefit of the public to be used as areas of information recreation or other leisure time activities.

### **5 POWERS**

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

- 5.1 Purchase, take on lease or in exchange, hire or otherwise acquire, alter, improve, manage, develop, let on lease or otherwise to mortgage, charge or otherwise dispose of any real or personal property;
- 5.2 Establish and implement an on-going strategy for the sustained development and maintenance of any interests in land;
- 5.3 Borrow or raise money. In doing so, the Charity must not undertake any

substantial permanent trading activity and must comply with any relevant statutory regulations

- 5.4 Advertise and promote the Objects and/or the social and environmental benefit of the Charity's activities locally, nationally and worldwide;
- 5.5 Develop, organise and implement volunteer programmes and opportunities;
- 5.6 Co-operate with other bodies in any way, including the exchange of information and advice, entering partnerships, joint working arrangements and joint ventures;
- 5.7 Support, administer or set up other charities, associations or institutions;
- 5.8 Accept gifts;
- 5.9 Draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
- 5.10 Make grants or loans of money and to give guarantees;
- 5.11 Give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Acts);
- 5.12 Pay outgoings and expenses and execute documents and do all things required in connection with the use, maintenance, upkeep, expansion, alteration or improvement of any such property;
- 5.13 Sell, manage, let or mortgage, charge, dispose of or turn to account all or any of the property or assets of the Charity, subject to such consents as may be required by law;
- 5.14 Deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 5.15 Delegate the management of investments to a financial expert, but only on terms that:

- 5.15.1 The investment policy is set down in writing for the financial expert by the Trustees;
- 5.15.2 Timely reports of all transactions are provided to the Trustees;
- 5.15.3 The performance of the investments is reviewed regularly with the Trustees;
- 5.15.4 The Trustees are entitled to cancel the delegation arrangement at any time;
- 5.15.5 The investment policy and the delegation arrangement are reviewed at least once a year;
- 5.15.6 All payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 5.16 Arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 5.17 Make donations, grants, provide sponsorship or otherwise support organisations, projects or initiatives which further the Charity's Objects;
- 5.18 Provide, promote and sponsor conferences, lectures, discussions, exhibitions and other like events;
- 5.19 Deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 5.20 Insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 5.21 Subject to Article 17.3, employ paid or unpaid agents, staff or advisers and to make all reasonable and necessary provisions towards the payment of pensions and superannuation to staff;
- 5.22 Enter into contracts to provide services to or on behalf of other bodies;



- 5.23 Establish or acquire subsidiary companies;
- 5.24 Pay out of the funds of the Charity the costs, charges and expenses incurred in relation to the formation and registration of the Charity;
- 5.25 Do anything else within the law which promotes or helps to promote the Objects.

## **6 APPLICATION OF INCOME AND PROPERTY**

- 6.1 The income and property of the Charity shall be applied solely towards the promotion of its Objects and no portion of that income or property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to Members and no Trustee of the Charity shall be appointed to any office of the Charity paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Charity, provided that nothing herein shall prevent any payment in good faith by the Charity:
  - 6.1.1 Of reasonable and proper remuneration to any officer or servant of the Charity (not being a Trustee) for any services rendered to the Charity and of travelling expenses necessarily incurred in carrying out the duties of any Member, officer or servant of the Charity;
  - 6.1.2 Of interest on money lent by a Member or Trustee of the Charity at a reasonable and proper rate per annum;
  - 6.1.3 To any Trustee of reasonable out-of-pocket expenses;
  - 6.1.4 In respect of Trustee indemnity insurance cover for the benefit of the Trustees which is purchased at the Charity's expense in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993 (as amended from time to time) and save that a Trustee may receive an indemnity from the Charity in the circumstances specified in Article 21;
  - 6.1.5 Of fees, remuneration or other benefit in money or money's worth to a company partnership or limited liability partnership of which a Member (if also a Trustee) may be a member so long as:
    - 6.1.5.1 The Member (if also a Trustee) discloses his or her interest in any such arrangement; and

- 6.1.5.2 Where professional services are supplied to the Charity by a partnership or limited liability partnership in which the Trustee is a partner or member the Trustee does not personally provide those services;
- 6.1.6 Of reasonable and proper rent for premises demised or let by any Member of the Charity or any Trustee;
- 6.1.7 Of reasonable and proper remuneration by the Charity to any Trustee or a Connected Person for performing services actually rendered provided that:
- 6.1.7.1 Any such Trustee is absent from and takes no part in all meetings of the Trustees during the relative discussions;
- 6.1.7.2 The other Trustees are satisfied that the transactions arising out of such decisions are advantageous to the charitable purposes of the Charity;
- 6.1.7.3 The amount of remuneration to be received by the Trustee or Connected Person is set out in any agreement between the Charity and the Trustee or Connected Person; and
- 6.1.7.4 At no time shall the majority of the total number of Trustees receive any such remuneration, or be connected to a person who is entitled to receive such remuneration.
- 6.2 Nothing in Article 6.1 above shall prevent any Trustee or person connected with a Trustee from receiving charitable services from the Charity, provided that the relevant Trustee does not take part in or vote on decisions to provide benefits specifically to them or persons connected with them.
- 7 WINDING UP OR DISSOLUTION**
- 7.1 If upon the winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other charitable body or bodies having objects similar to the Objects of the Charity and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under or by virtue of Article 6 hereof, such body or bodies to be determined by the

Members of the Charity at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body.

### **PART 3 - MEMBERS**

#### **8 MEMBERSHIP**

8.1 The subscribers to the Memorandum of Association shall be the first Members of the Charity.

8.2 Every Trustee shall automatically become and remain a Member for so long as he or she is a Trustee and every person on ceasing to be a Trustee shall automatically cease to be a Member.

8.3 Membership of the Charity is not transferable.

8.4 Membership is terminated if the Member concerned:

8.4.1 ceases to be a Trustee;

8.4.2 Gives written notice of resignation;

8.4.3 Dies; or

8.4.4 Is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice).

#### **9 LIABILITY OF MEMBERS**

9.1 The liability of Members is limited.

9.2 Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a Member, to pay up to £10 towards:

9.2.1 Payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;

9.2.2 Payment of the costs, charges and expenses of winding up; and

9.2.3 The adjustment of rights of contributors among themselves.

## **10 MEETINGS OF MEMBERS**

10.1 The Charity may (but need not) hold an AGM in any year.

10.2 Members must annually:

10.2.1 Receive the accounts of the Charity for the previous financial year;

10.2.2 Receive a written report on the Charity's activities;

10.2.3 Be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;

10.2.4 Elect Trustees to fill the vacancies arising;

10.2.5 Appoint reporting accountants or auditors for the Charity;

10.3 Members may also from time to time:

10.3.1 Confer on any individual(s) (with his/her consent) the honorary title of President or Vice-President of the Charity; and

10.3.2 Discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

## **11 NOTICE OF AND PROCEEDINGS AT MEETINGS OF MEMBERS**

11.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).

11.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed.

11.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least three.

11.4 The chairman at a general meeting is elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.

- 11.5 If no Trustee is willing to act as chairman, or if no Trustee is present within fifteen minutes of the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of them to be chairman.
- 11.6 The chairman 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 the adjourned meeting other than business that might properly have been transacted at the meeting had the adjournment not taken place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting unless a meeting is adjourned for fourteen days or more, in which case at least seven days notice of the adjourned meeting shall be given.
- 11.7 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 11.8 No Member shall be entitled to vote at any general meeting unless all moneys then payable by him/ her to the Charity have been paid. Otherwise, every Member present in person or by proxy has one vote on each issue.
- 11.9 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 11.10 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

#### **PART 4 - TRUSTEES**

### **12 THE TRUSTEES**

- 12.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 12.2 The minimum number of Trustees shall be two and the maximum number

shall be seven.

### **13 APPOINTMENT AND RETIREMENT OF TRUSTEES**

13.1 Without prejudice to Articles 10.2.4 and 13.4, a Trustee may not act as a Trustee unless he/she has signed a written declaration of willingness to act as a charity trustee of the Charity.

13.2 No person may be appointed as a Trustee unless he/she has attained the age of 16 years.

13.3 The Members may appoint a person to act as a Trustee either to fill a vacancy or to act as an additional Trustee by ordinary resolution.

13.4 The Trustees may at any time co-opt any individual who is eligible as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 12.2 as an additional Trustee).

13.5 A Trustee may retire by giving written notice to the Charity, and such resignation has taken effect in accordance with its terms.

13.6 A retiring Trustee who is eligible for reappointment may be reappointed.

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

13.8 On ceasing to hold office whether by resignation, removal, disqualification or otherwise a Trustee shall be deemed to have given the Charity written notice of resignation required by Article 8.4.2 such that he shall cease to be a Member on the date on which he ceases to hold office as a Trustee.

### **14 DISQUALIFICATION AND REMOVAL OF TRUSTEES**

14.1 A Trustee's term of office as such automatically terminates if he/she:

14.1.1 Is disqualified under the Charities Acts from acting as a charity trustee;

14.1.2 Is incapable, whether mentally or physically, of managing his/her own affairs;

14.1.3 Is absent without notice from two consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;

- 14.1.4 Is removed by the Members at a general meeting under the Companies Act; or
- 14.1.5 Is removed by resolution passed by the Members on the grounds that he/she is guilty of conduct detrimental to, or of acting in any way that may undermine, the Objects or reputation of the Charity, save that he/she may exercise any statutory rights which he/she may have to protest against his/her removal.
- 15 TRUSTEES' PROCEEDINGS**
- 15.1 The Trustees must hold at least one meeting each year.
- 15.2 A quorum at a meeting of the Trustees is the greater in number of two Trustees or one third of the Trustees.
- 15.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 15.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 15.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 15.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote.
- 15.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 15.8 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.

**16 TRUSTEES' POWERS**

The Trustees may exercise all the powers of the Charity. The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 16.1 To appoint a Chairman, a Treasurer and other honorary officers from among their number.
- 16.2 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 16.3 To make standing orders, rules and/or regulations consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings and proceedings of committees.
- 16.4 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 16.5 All cheques and orders for the payment of money shall be signed by at least two Trustees.

**17 BENEFITS AND CONFLICTS**

- 17.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but, subject to Article 17.4:
  - 17.1.1 Members (being Trustees) and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
  - 17.1.2 Members (being Trustees) and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
  - 17.1.3 Members (being Trustees) and Connected Persons may receive charitable benefits on the same terms as any other beneficiaries of the Charity.
- 17.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:



- 17.2.1 As mentioned in Articles 17.1 or 17.3;
- 17.2.2 Reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- 17.2.3 The benefit of indemnity insurance as permitted by the Charities Acts
- 17.2.4 An indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- 17.2.5 In exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).
- 17.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 17.2.5, but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Acts, to supply goods or services in return for a payment or other material benefit but only if:
  - 17.3.1 The goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
  - 17.3.2 The nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 17.4; and
  - 17.3.3 No more than half of the Trustees are subject to such a contract in any financial year.
- 17.4 Subject to Clause 17.5 any Trustee who becomes a Conflicted Trustee in relation to any matter must:
  - 17.4.1 Declare the nature and extent of his or her interest before discussion begins on the matter;
  - 17.4.2 Withdraw from the meeting for that item after providing any information requested by the Trustees;

- 17.4.3 Not be counted in the quorum for that part of the meeting; and
- 17.4.4 Be absent during the vote and have no vote on the matter.
- 17.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
  - 17.5.1 Continue to participate in discussions leading to the making of a decision and/or to vote; or
  - 17.5.2 Disclose to a third party information confidential to the Charity; or
  - 17.5.3 Take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity; or
  - 17.5.4 Refrain from taking any step required to remove the conflict.
- 17.6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

## **PART 5 – ADMINISTRATIVE ARRANGMENTS AND ANNUAL REPORT**

### **18 THE SEAL**

- 18.1 The seal shall only be used by the authority of the Trustees or a committee of the Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by two Trustees.

### **19 RECORDS AND ACCOUNTS**

- 19.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Acts as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- 19.1.1 Annual returns;
- 19.1.2 Annual reports; and
- 19.1.3 Annual statements of account.
- 19.2 The Trustees must also keep records of:
  - 19.2.1 All proceedings at meetings of the Trustees;
  - 19.2.2 All Resolutions in writing;
  - 19.2.3 All reports of committees; and
  - 19.2.4 All professional advice obtained.
- 19.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 19.4 Copies of the latest accounts must be supplied in accordance with the Charities Acts to any other person who makes a written request and pays the Charity's reasonable costs.
- 20 COMMUNICATIONS**
  - 20.1 All notices (except notices of meetings given to the Trustees) shall be in writing.
  - 20.2 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
    - 20.2.1 By hand;
    - 20.2.2 By post;
    - 20.2.3 By suitable electronic means; or through publication in the Charity's newsletter or on the Charity's website.
  - 20.3 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.
  - 20.4 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- 20.4.1 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
- 20.4.2 Two clear days after being sent by first class post to that address;
- 20.4.3 Three clear days after being sent by second class or overseas post to that address;
- 20.4.4 Immediately on being handed to the recipient personally; or, if earlier,
- 20.4.5 As soon as the recipient acknowledges actual receipt.
- 20.5 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **21 INDEMNITY**

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

## **22 RULES & BYLAWS**

- 22.1 The Trustees may from time to time make such rules or bylaws as they deem necessary or expedient or convenient for the proper conduct and management of the Charity.
- 22.2 The Charity in general meeting shall have the power to alter, add to or repeal the rules or bye laws and the Trustees shall adopt such means as they think sufficient to bring to the notice of Members all such rules or byelaws, which shall be binding on all Members. Provided that no rule or bylaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.