

British Future...

Minutes of the Annual General Meeting

Of

British Future

(Registered Company Number 7660799) 'the Organisation'
(Registered Charity Number 1159291)

Venue: Kean House, 6 Kean Street, London WC2B 4AS

Time and date: 4.03pm, Wednesday 14th March 2018

Present and eligible to vote: Shirley Cramer (SC) (Chair)
Wilf Weeks (WW)
Ayesha Saran (AS)
Alasdair Murray (AM)
Shailesh Solanki (SRS)
Andrea Als (AA) - by proxy
Qari Muhammad Asim (QMA) - by proxy

In attendance: Howard Jackson (HJ) Observer
Shamit Saggar (SS) Observer
Sunder Katwala (SK) Director of British Future
Louise Hickmott (LH) Minutes

Welcome

Shirley Cramer, Chair, welcomed the Members and attendees to the AGM and gave apologies for Andrea Als and Qari Muhammad Asim not being present in person. It was noted that the meeting had a quorum prior to any discussion of voting and that SC had signed proxies for both AA and QMA and would be voting on their behalf. Notice of the Annual General Meeting was sent to the Members on February 20th in accordance with article 11.2 of the Articles of the charity in regards to written notice periods.

WEDNESDAY



A10 *A72P8LSY* 28/03/2018 #53
COMPANIES HOUSE

1. 2016/17 accounts

The accounts were laid to the Members prior to the AGM and were formally approved by all.

2. Appointment of Supporter Trustees as ordinary Trustees

It was recommended that the role of Supporter Trustee was removed and the existing Supporter Trustee's – AS and WW become normal Trustee's. WW and AS confirmed their willingness to serve as Trustees despite the role of Supporter Trustee being removed. The Members were asked to consider appointing both and the decision to do so was unanimous.

3. Re-appointment of Trustees

In accordance with article 5.0 of the Articles of the charity, two current Trustees (HJ and SS) retired and were recommended to the Members for re-appointment. HJ recommended SS was reappointed and SS in turn recommended HJ for reappointment. This resolution was passed by the Members that were entitled to vote, this excluding HJ and SS who were retired at this point and so unable to vote.

4. To consider and, if thought fit, pass the following resolutions as special resolutions:

Special Resolution 1:

THAT, notwithstanding the provisions of article 11.8 in relation to which the Charity is required to hold an AGM every year, with not more than 15 months between one AGM and the next, with effect from the date of passing this Resolution it be acknowledged and ratified that article 11.8 is deemed waived in respect of the Charity not having held an AGM in 2017, nor within 15 months of Charity's last AGM (held on 8th December 2016), and any and all liability of the Charity, its Members and its Trustees in respect of same is waived.

Special Resolution 2:

THAT the articles of association of the Charity be amended and restated with effect from the date of passing this Resolution by inserting the text shown as underlined and deleting the text shown as struck through in the version of the articles of association appended hereto.

In regards to Resolution 1 – the Members that were eligible to vote did so unanimously.

In regards to Resolution 2 – the Members that were eligible to vote did so unanimously.

The key parts of information to take from the special resolutions is that the Supporter Trustee role is removed, length of service to be extended from 6 years to 9 years and the current rotation system for retiring/reappointing Trustee's would adapt to true rotation by taking into consideration the length of time since last reappointment when

deciding who to nominate.

SC wanted to extend her thanks to HJ for organising the above.

The AGM closed at 4:35 pm

Signed *[Signature]* Position *Chair*
Dated *27/3/18*

COMPANIES ACT 2006

Company not having a share capital

**ARTICLES OF ASSOCIATION
OF
BRITISH FUTURE**

Company number 07660799

Charity number 1159291

1 Name

The name of the company is British Future (the “**Charity**”)

2 Registered office

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

3 Objects

- 3.1 The Charity's objects (“**the Objects**”) are to advance the education of the public, in particular in the subjects of equality and diversity, human rights, racial and cultural harmony, citizenship and social inclusion.

In furtherance of the Objects the Charity may carry out and promote research and disseminate the useful results of such research, in particular comprising information leading to the better understanding of the matters set out in the objects.

- 3.2 Article 3.1 may be amended by special resolution but only with the prior written consent of the Commission.

4 Powers

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

- 4.1 to establish, develop, provide, broadcast, publicise, promote or sponsor awareness-raising or educational projects, campaigns, seminars, lectures and any other awareness-raising events, projects and materials, including:
- (a) participation in all media;
 - (b) lobbying and involvement in campaigns designed to achieve a shift in opinion of the general public as well as specific policy-making persons and bodies;
- 4.2 to provide training to individuals and organisations;

- 4.3 to provide advice or information and to carry out research, including researching, developing, disseminating and promoting information and other material;
- 4.4 to co-operate with other bodies;
- 4.5 to establish, sponsor, endow or administer scholarships, bursaries, courses of instruction;
- 4.6 to support, administer or set up other charities;
- 4.7 to accept gifts and to raise funds (but not by means of taxable trading);
- 4.8 to borrow money and to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 4.9 to acquire, let, hire, manage and turn to account property of any kind;
- 4.10 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.11 to set aside funds for special purposes or as reserves against future expenditure;
- 4.12 to 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);
- 4.13 to delegate the management of investments to a financial expert, but only on terms that:
 - (a) the investment policy is set down in writing for the financial expert by the Trustees;
 - (b) timely reports of all transactions are provided to the Trustees;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - (g) the financial expert must not do anything outside the powers of the Charity;
- 4.14 to 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 or under their delegated authority as set out above, and to pay any reasonable fee required;
- 4.15 to 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;

- 4.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.17 subject to Article 8.3, to employ paid or unpaid agents, staff or advisers;
- 4.18 to enter into such contracts as the trustees find expedient and in particular to enter contracts for the development and provision of training projects;
- 4.19 to establish, acquire and operate subsidiary companies;
- 4.20 to do anything else within the law which promotes or helps to promote the Objects.

5 The Trustees

- 5.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 5.2 Future Trustees shall be appointed as subsequently laid out in these Articles.
- 5.3 The Board of Trustees shall (unless otherwise determined by ordinary resolution) consist of at least six and no more than twelve persons who, being individuals, are over the age of 18, all of whom must support the Objects.
- 5.4 If any Trustee is a corporate body it must act through a named representative whose contact details are notified to the Trustees and there must be at least one individual Trustee.
- 5.5 A Trustee may not act as a Trustee unless he or she has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 5.6 Except for the first Trustees, the Trustees shall be elected by the Members.
- 5.7 One-third (or the number nearest one-third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots; provided that, if a Trustee is required to retire at an AGM pursuant to the terms of this Article 5.7, such Trustee's length of service shall be deemed to be the length of service from the date they were first appointed as a Trustee or from the date of the AGM that they were last re-appointed, if later, for the purpose of subsequent calculations of length of service in office for the purposes of subsequent applications of this Article 5.7.
- 5.8 A retiring Trustee shall be eligible for re-election for consecutive periods not exceeding in aggregate nine years from the date of his or her original appointment but thereafter a Trustee shall not be eligible for re-appointment until at least one year after his or her retirement (unless two-thirds of the other Trustees agree it is in the interests of the Objects for a Trustee to serve longer). In this Article a 'year' means the period between one AGM and the next.
- 5.9 A Trustee's term of office as such automatically terminates if:
 - (a) he or she is disqualified under the Charities Act from acting as a charity trustee;

- (b) a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
 - (c) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - (d) he or she is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - (e) he or she resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
 - (f) he or she is removed by the Members at a general meeting under the Companies Act.
- 5.10 The Trustees may at any time co-opt any individual who is eligible under Articles 5.3 and 5.5 as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 5.3) as an additional Trustee, provided that co-opted Trustees fill a skills gap and hold office only until the next Members' meeting.
- 5.11 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.

6 Trustees' proceedings

- 6.1 The Trustees must hold at least three meetings each year.
- 6.2 A quorum at a meeting of the Trustees is three Trustees or a third of their number, whichever is the greater.
- 6.3 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.
- 6.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 6.5 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.
- 6.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.
- 6.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

7 Trustees' powers

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 7.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act;
- 7.2 to appoint a Chair, a Treasurer and other honorary officers from among their number, for such terms as the Trustees shall determine, provided that, if a suitable candidate for the position of Treasurer cannot be found among the Trustees, a suitable candidate who is not a Trustee may be appointed Treasurer;
- 7.3 to delegate any of their functions to committees consisting of one 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;
- 7.4 to make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings;
- 7.5 to make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees;
- 7.6 to make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any);
- 7.7 to establish procedures to assist the resolution of disputes or differences within the Charity;
- 7.8 to exercise in their capacity as Trustees any powers of the Charity which are not reserved to the Members; and
- 7.9 any bank account in which any assets of the Charity are deposited shall be operated by the Trustees and shall bear the name of the Charity. The Trustees may prescribe such rules relating to the signing of cheques and orders for the payment of money from such account as they may consider appropriate from time to time.

8 Benefits and conflicts

- 8.1 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 compliance with Article 8.4.
 - (a) Members, Trustees and Connected Persons may be paid interest on money lent to the Charity at a reasonable rate;
 - (b) Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - (c) Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other beneficiaries; and

- (d) Fees, remuneration or other benefit in money or money's worth may be paid to any company of which a Member or a Trustee may be a member holding not more than 1/100th part of the issued capital of that company.
- 8.2 A Trustee must not receive any payment of money or other material benefit {whether directly or indirectly) from the Charity except:
- (a) as mentioned in Articles 8.1 or 8.3;
 - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - (c) the benefit of indemnity insurance as permitted by the Charities Act;
 - (d) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - (e) 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).
- 8.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 8.2(e), but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:
- (a) 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;
 - (b) 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 8.4; and
 - (c) fewer than half of the Trustees are subject to such a contract in any financial year.
- 8.4 Subject to Clause 8.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- (a) declare the nature and extent of his or her interest before discussion begins on the matter;
 - (b) withdraw from the meeting for that item after providing any information requested by the Trustees;
 - (c) not be counted in the quorum for that part of the meeting; and
 - (d) be absent during the vote and have no vote on the matter.
- 8.5 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:

- (a) continue to participate in discussions leading to the making of a decision and/or to vote, or
- (b) disclose to a third party information confidential to the Charity, or
- (c) 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
- (d) refrain from taking any step required to remove the conflict.

8.6 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.

9 Records and Accounts

9.1 Subject to Article 9.5, the Trustees must comply with the requirements of the Companies Act and of the Charities Act 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:

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

9.2 The Trustees must ensure records are kept of:

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

9.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

9.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

- 9.5 The Trustees shall arrange for the Charity's annual accounts to be audited by a suitably qualified professional in each of the Charity's first three years of existence and thereafter as the Companies Act requires or as the Trustees think fit.

10 Membership

- 10.1 The Charity must maintain a register of Members.
- 10.2 The Members shall be the Trustees for the time being. On ceasing to be a Trustee, a person shall cease to be a Member.
- 10.3 Membership is not transferable.

11 General Meetings

- 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 and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 11.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is two-thirds of the Members entitled to vote.
- 11.4 The chair at a general meeting is the Chair or, if he or she is not present, the Trustees shall elect one of their number to chair the meeting. In the case of an equality of votes, the chair at a general meeting shall have a casting vote in addition to any other vote he or she may have.
- 11.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 11.6 Every Member present in person or by proxy has one vote on each issue.
- 11.7 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. A written resolution shall lapse if it is not passed within 60 days of the date of its circulation.
- 11.8 The Charity shall hold an AGM every year, with not more than 15 months between one AGM and the next; the first AGM shall be held within 18 months of the Charity's incorporation.
- 11.9 Members must annually:
- (a) receive the accounts of the Charity for the previous financial year;
 - (b) receive a written report on the Charity's activities;

- (c) be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
- (d) elect Trustees to fill the vacancies arising;
- (e) appoint reporting accountants or auditors for the Charity,

11.10 Members may also from time to time:

- (a) confer on any individual or individuals (with his, her or their consent) the honorary title of Patron, President or Vice-President of the Charity; and
- (b) discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

11.11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Members being at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

11.12 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.

12 Limited Liability

The liability of Members is limited.

13 Guarantee

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 £1 towards.

- 13.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
- 13.2 payment of the costs, charges and expenses of winding up; and
- 13.3 the adjustment of rights of contributors among themselves.

14 Communications

14.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- (a) by hand;
- (b) by post;
- (c) by fax, email or other suitable electronic means; or through publication in the Charity's newsletter or on the Charity's website.

- 14.2 The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the register of Members.
- 14.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (a) 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
 - (b) two clear days after being sent by first class post to that address;
 - (c) three clear days after being sent by second class or overseas post to that address;
 - (d) immediately on being handed to the recipient personally;
- or, if earlier,
- (e) as soon as the recipient acknowledges actual receipt.
- 14.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

15 Dissolution

- 15.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:
- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - (b) directly for the Objects or for charitable purposes which are within or similar to the Objects;
 - (c) in such other manner consistent with charitable status as the Commission approves in writing in advance.
- 15.2 A final report and statement of account must be sent to the Commission.
- 15.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

16 Indemnity

- 16.1 The Charity shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.
- 16.2 In this Article, "Trustee" means any Trustee or former Trustee of the Charity.
- 16.3 The Charity may indemnify an auditor against any liability incurred by him or her:

- (a) in defending proceedings (whether civil or criminal) in which Judgement is given in his or her favour or he or she is acquitted; or
- (b) in connection with an application under section 1157 of the Companies Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

17 Interpretation

17.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

17.2 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;

“Board of Trustees” means the Trustees collectively;

“Chair” means the chair of the Trustees;

“the Charity” means the company governed by the Articles;

“the Charities Act” means the Charities Acts 1992 to 2006;

“charity trustee” has the meaning prescribed by the Charities Act;

“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 2006;

“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, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;

“constitution” means the Memorandum and the Articles and any special resolutions relating to them;

“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” has the meaning prescribed by the Charities Act;

“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;

“Objects” means the Objects of the Charity as defined in Article 3;

“ordinary resolution” means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, **“Members”** in this definition means a class of Members;

“Resolution in writing” means a written resolution of the Trustees;

“Secretary” means a company secretary;

“Social Justice” means equal access to human rights, as defined by the Universal Declaration of Human Rights, and the promotion of equity;

“special resolution” means a resolution of which at least 14 days’ notice has been given and which is agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power; where applicable, **“Members”** in this definition means a class of Members;

“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 but where a Trustee is a corporate body **“Trustee”** includes where appropriate the named representative of the Trustee;

“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;

“year” means calendar year.

- 17.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 17.4 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.
- 17.5 Unless the context otherwise requires, words importing, the masculine gender only shall include the feminine gender, the singular only shall include the plural number and vice-versa, persons shall include corporations.

COMPANIES ACT 2006

Company not having a share capital

**ARTICLES OF ASSOCIATION
OF
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Company number 07660799

Charity number 1159291

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- 3.2 Article 3.1 may be amended by special resolution but only with the prior written consent of the Commission.

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

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- (a) participation in all media;
 - (b) lobbying and involvement in campaigns designed to achieve a shift in opinion of the general public as well as specific policy-making persons and bodies;
- 4.2 to provide training to individuals and organisations;

- 4.3 to provide advice or information and to carry out research, including researching, developing, disseminating and promoting information and other material;
- 4.4 to co-operate with other bodies;
- 4.5 to establish, sponsor, endow or administer scholarships, bursaries, courses of instruction;
- 4.6 to support, administer or set up other charities;
- 4.7 to accept gifts and to raise funds (but not by means of taxable trading);
- 4.8 to borrow money and to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 4.9 to acquire, let, hire, manage and turn to account property of any kind;
- 4.10 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.11 to set aside funds for special purposes or as reserves against future expenditure;
- 4.12 to 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);
- 4.13 to delegate the management of investments to a financial expert, but only on terms that:
 - (a) the investment policy is set down in writing for the financial expert by the Trustees;
 - (b) timely reports of all transactions are provided to the Trustees;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - (g) the financial expert must not do anything outside the powers of the Charity;
- 4.14 to 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 or under their delegated authority as set out above, and to pay any reasonable fee required;
- 4.15 to 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;

- 4.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.17 subject to Article 8.3, to employ paid or unpaid agents, staff or advisers;
- 4.18 to enter into such contracts as the trustees find expedient and in particular to enter contracts for the development and provision of training projects;
- 4.19 to establish, acquire and operate subsidiary companies;
- 4.20 to do anything else within the law which promotes or helps to promote the Objects.

5 The Trustees

- 5.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 5.2 ~~The first Trustees shall be the Supporter Trustees who have been nominated by each of the Original Supporting Foundations. Future Trustees shall be appointed as subsequently laid out in these Articles.~~
- 5.3 The Board of Trustees shall (unless otherwise determined by ordinary resolution) consist of at least six and no more than twelve persons who, being individuals, are over the age of 18, all of whom must support the Objects.
- 5.4 If any Trustee is a corporate body it must act through a named representative whose contact details are notified to the Trustees and there must be at least one individual Trustee.
- 5.5 A Trustee may not act as a Trustee unless he or she has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 5.6 Except for the first Trustees ~~and any Supporter Trustees~~, the Trustees shall be elected by the Members.
- 5.7 ~~The Trustees shall invite other organisations or individuals whose aims or activities are strategically linked or otherwise compatible with the Objects to nominate candidates for the post of Trustee and, from those so nominated and other suitably skilled candidates proposed by the Trustees themselves, the Members shall elect a number to be Trustees.~~
- 5.8 ~~The Trustees shall invite each Supporting Foundation of the Charity to appoint a person to be a Trustee (a "Supporter Trustee") and such Supporting Foundation shall also have power at any time to remove that Supporter Trustee from his or her office as Trustee and to appoint another person to replace him or her, provided that the number of Supporter Trustees who are appointed in accordance with this Article by Supporting Foundations shall not exceed one third of the total number of Trustees and provided further that, if the number of Supporting Foundations exceeds the Supporter Trustee places available, the Supporting Foundations that have made the largest contributions in the current and preceding years to the Charity shall normally be invited in preference to the others.~~

~~5.9~~^{5.7} One-third (or the number nearest one-third) of the Trustees (~~excluding any Supporter Trustees~~) must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots; provided that, if a Trustee is required to retire at an AGM pursuant to the terms of this Article 5.7, such Trustee's length of service shall be deemed to be the length of service from the date they were first appointed as a Trustee or from the date of the AGM that they were last re-appointed, if later, for the purpose of subsequent calculations of length of service in office for the purposes of subsequent applications of this Article 5.7.

~~5.10~~^{5.8} ~~Except for any Supporter Trustees, a~~ retiring Trustee shall be eligible for re-election for consecutive periods not exceeding in aggregate ~~six~~^{nine} years from the date of his or her original appointment but thereafter a Trustee shall not be eligible for re-appointment until at least one year after his or her retirement (unless two-thirds of the other Trustees agree it is in the interests of the Objects for a Trustee to serve longer). In this Article a 'year' means the period between one AGM and the next.

~~5.11~~ No person (~~other than any Supporter Trustees~~) shall be appointed or reappointed a Trustee at any general meeting unless, not less than fourteen nor more than thirty five Clear Days before the date appointed for the meeting, notice executed by a Member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment or re-appointment stating the particulars which would if he or she were so appointed or re-appointed be required to be included in the Charity's register of Trustees together with a notice executed by that person of his or her willingness to be appointed or re-appointed.

~~5.12~~^{5.9} A Trustee's term of office as such automatically terminates if:

- (a) he or she is disqualified under the Charities Act from acting as a charity trustee;
- (b) a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
- (c) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (d) he or she is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- (e) he or she resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
- (f) he or she is removed by the Members at a general meeting under the Companies Act.

~~5.13~~^{5.10} The Trustees may at any time co-opt any individual who is eligible under Articles ~~5.3 and 5.5~~^{3 and 5.5} as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article ~~5.3~~^{5.3}) as an additional Trustee, provided that co-opted Trustees fill a skills gap and hold office only until the next Members' meeting.

~~5.14~~ 11 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.

~~5.15~~ For the avoidance of doubt, neither Supporting Foundations nor the organisations referred to in Article 5.7 are required to be charitable according to the law of England and Wales.

6 Trustees' proceedings

6.1 The Trustees must hold at least three meetings each year.

6.2 A quorum at a meeting of the Trustees is three Trustees or a third of their number, whichever is the greater.

6.3 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.

6.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

6.5 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.

6.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.

6.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

7 Trustees' powers

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

7.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act;

7.2 to appoint a Chair, a Treasurer and other honorary officers from among their number, for such terms as the Trustees shall determine, provided that, if a suitable candidate for the position of Treasurer cannot be found among the Trustees, a suitable candidate who is not a Trustee may be appointed Treasurer;

7.3 to delegate any of their functions to committees consisting of one 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;

7.4 to make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings;

- 7.5 to make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees;
- 7.6 to make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any);
- 7.7 to establish procedures to assist the resolution of disputes or differences within the Charity;
- 7.8 to exercise in their capacity as Trustees any powers of the Charity which are not reserved to the Members; and
- 7.9 any bank account in which any assets of the Charity are deposited shall be operated by the Trustees and shall bear the name of the Charity. The Trustees may prescribe such rules relating to the signing of cheques and orders for the payment of money from such account as they may consider appropriate from time to time.

8 Benefits and conflicts

- 8.1 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 compliance with Article 8.4, 8.4
 - (a) Members, Trustees and Connected Persons may be paid interest on money lent to the Charity at a reasonable rate;
 - (b) Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - (c) Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other beneficiaries; and
 - (d) Fees, remuneration or other benefit in money or money's worth may be paid to any company of which a Member or a Trustee may be a member holding not more than 1/100th part of the issued capital of that company.
- 8.2 A Trustee must not receive any payment of money or other material benefit {whether directly or indirectly} from the Charity except:
 - (a) as mentioned in Articles 8.1 or 8.3; 8.1 or 8.3.
 - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - (c) the benefit of indemnity insurance as permitted by the Charities Act;
 - (d) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - (e) 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).

- 8.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 8.2(e), but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:
- (a) 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;
 - (b) 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 8.4; and
 - (c) fewer than half of the Trustees are subject to such a contract in any financial year.
- 8.4 Subject to Clause 8.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- (a) declare the nature and extent of his or her interest before discussion begins on the matter;
 - (b) withdraw from the meeting for that item after providing any information requested by the Trustees;
 - (c) not be counted in the quorum for that part of the meeting; and
 - (d) be absent during the vote and have no vote on the matter.
- 8.5 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:
- (a) continue to participate in discussions leading to the making of a decision and/or to vote, or
 - (b) disclose to a third party information confidential to the Charity, or
 - (c) 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
 - (d) refrain from taking any step required to remove the conflict.
- 8.6 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.

9 Records and Accounts

- 9.1 Subject to Article 9.5, 9.5. the Trustees must comply with the requirements of the Companies Act and of the Charities Act 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:
- (a) annual returns;
 - (b) annual reports; and
 - (c) annual statements of account.
- 9.2 The Trustees must ensure records are kept of:
- (a) all proceedings at meetings of the Trustees;
 - (b) all resolutions in writing;
 - (c) all reports of committees; and
 - (d) all professional advice obtained.
- 9.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 9.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.
- 9.5 The Trustees shall arrange for the Charity's annual accounts to be audited by a suitably qualified professional in each of the Charity's first three years of existence and thereafter as the Companies Act requires or as the Trustees think fit.

10 Membership

- 10.1 The Charity must maintain a register of Members.
- 10.2 The Members shall be the Trustees for the time being. On ceasing to be a Trustee, a person shall cease to be a Member.
- 10.3 Membership is not transferable.

11 General Meetings

- 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 and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 11.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is two-thirds of the Members entitled to vote.
- 11.4 The chair at a general meeting is the Chair or, if he or she is not present, the Trustees shall elect one of their number to chair the meeting. In the case of an equality of votes, the chair at a general meeting shall have a casting vote in addition to any other vote he or she may have.
- 11.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 11.6 Every Member present in person or by proxy has one vote on each issue.
- 11.7 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. A written resolution shall lapse if it is not passed within 60 days of the date of its circulation.
- 11.8 The Charity shall hold an AGM every year, with not more than 15 months between one AGM and the next; the first AGM shall be held within 18 months of the Charity's incorporation.
- 11.9 Members must annually:
- (a) receive the accounts of the Charity for the previous financial year;
 - (b) receive a written report on the Charity's activities;
 - (c) be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - (d) elect Trustees to fill the vacancies arising;
 - (e) appoint reporting accountants or auditors for the Charity,
- 11.10 Members may also from time to time:
- (a) confer on any individual or individuals (with his, her or their consent) the honorary title of Patron, President or Vice-President of the Charity; and
 - (b) discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 11.11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Members being at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

- 11.12 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.

12 Limited Liability

The liability of Members is limited.

13 Guarantee

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 £1 towards.

- 13.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
- 13.2 payment of the costs, charges and expenses of winding up; and
- 13.3 the adjustment of rights of contributors among themselves.

14 Communications

- 14.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- (a) by hand;
- (b) by post;
- (c) by fax, email or other suitable electronic means; or through publication in the Charity's newsletter or on the Charity's website.

- 14.2 The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the register of Members.

- 14.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (a) 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
- (b) two clear days after being sent by first class post to that address;
- (c) three clear days after being sent by second class or overseas post to that address;
- (d) immediately on being handed to the recipient personally;

or, if earlier,

- (e) as soon as the recipient acknowledges actual receipt.

- 14.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

15 Dissolution

- 15.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:
- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - (b) directly for the Objects or for charitable purposes which are within or similar to the Objects;
 - (c) in such other manner consistent with charitable status as the Commission approves in writing in advance.
- 15.2 A final report and statement of account must be sent to the Commission.
- 15.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

16 Indemnity

- 16.1 The Charity shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.
- 16.2 In this Article, "Trustee" means any Trustee or former Trustee of the Charity.
- 16.3 The Charity may indemnify an auditor against any liability incurred by him or her:
- (a) in defending proceedings (whether civil or criminal) in which Judgement is given in his or her favour or he or she is acquitted; or
 - (b) in connection with an application under section 1157 of the Companies Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

17 Interpretation

- 17.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.
- 17.2 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;
- “Board of Trustees” means the Trustees collectively;
- “Chair” means the chair of the Trustees;

“the Charity” means the company governed by the Articles;

“the Charities Act” means the Charities Acts 1992 to 2006;

“charity trustee” has the meaning prescribed by the Charities Act;

“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 2006;

“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, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights;

“constitution” means the Memorandum and the Articles and any special resolutions relating to them;

“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” has the meaning prescribed by the Charities Act;

“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;

“Objects” means the Objects of the Charity as defined in Article 3;³

~~“Original Supporting Foundations”~~ means:

~~The Barrow Cadbury Trust,
The Diana, Princess of Wales Memorial Fund;
Oak Philanthropy (UK) Ltd,
The Open Society Foundation;
Trust for London, and
Unbound Philanthropy~~

“ordinary resolution” means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, “Members” in this definition means a class of Members;

“Resolution in writing” means a written resolution of the Trustees;

“Secretary” means a company secretary;

“Social Justice” means equal access to human rights, as defined by the Universal Declaration of Human Rights, and the promotion of equity;

“special resolution” means a resolution of which at least 14 days’ notice has been given and which is agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power; where applicable, “Members” in this definition means a class of Members;

~~“Supporting Foundation”~~ means ~~an organisation, designated as such by the Trustees, as having donated substantially to the Charity (in the current/preceding year) and having aims which are compatible with the Objects;~~

“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 but where a Trustee is a corporate body “Trustee” includes where appropriate the named representative of the Trustee;

“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;

“year” means calendar year.

- 17.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 17.4 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.
- 17.5 Unless the context otherwise requires, words importing, the masculine gender only shall include the feminine gender, the singular only shall include the plural number and vice-versa, persons shall include corporations.