

**Company No: 07734413**

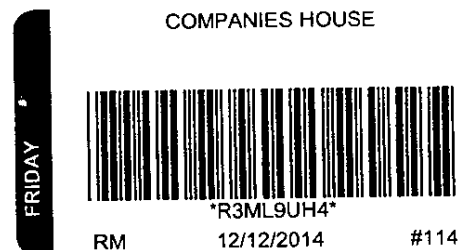
**Charity No: 1143431**

**THE COMPANIES ACT 2006**

**A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM AND ARTICLES OF ASSOCIATION  
of  
THE JOHN BLACK CHARITABLE FOUNDATION**

**Incorporated on 9<sup>th</sup> August 2011  
As amended by a written resolution of the members dated 4<sup>th</sup> December 2014**



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**THE COMPANIES ACT 2006**

**A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**of**

**THE JOHN BLACK CHARITABLE FOUNDATION**

We, the persons whose names are written below, wish to form a company under the Companies Act 2006 and agree to become members of the company.

Signatures and names of subscribers

**DAVID TAGLIGHT**

Signature

**STEPHEN CONWAY**

Signature

Dated:

**THE COMPANIES ACT 2006**

**A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**of**

**THE JOHN BLACK CHARITABLE FOUNDATION**

**INTERPRETATION**

1.1 These Articles shall be the Articles of Association of the Company and the articles contained in Schedule 2 of The Companies (Model Articles) Regulations 2008 are excluded hereby.

1.2 In the Articles:

*the Articles* means these Articles of Association of the Company,

*auditor* means a person appointed to conduct an examination and verification of the Company's accounts and includes a reporting accountant appointed in accordance with the Statutes;

*the Board* means the board of trustees of the Company who are the directors of the Company for the purposes of the Statutes;

*CA 2006* means the Companies Act 2006;

*Charitable Purposes* means purposes which are charitable in accordance with the law of England and Wales;

*clear days* in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect and the day of the general meeting,

*Companies Acts* has the meaning given to it in section 2 of the CA 2006 in so far as the provisions referred to in such section are in force from time to time,

<i>the Company</i>	means the above-named company,
<i>Company Members</i>	means the members of the Company having the right to vote at general meetings;
<i>Council</i>	means the committee of advisers to the Board appointed in accordance with Article 94;
<i>electronic form</i>	has the same meaning as in section 1168(3) of the CA 2006;
<i>executed</i>	includes any mode of execution;
<i>Financial Expert</i>	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
<i>hard copy</i>	has the same meaning as in section 1168(2) of the CA 2006;
<i>Members</i>	means all the individuals and organisations admitted to membership (of any class or category) of the Company whether entitled to vote at general meetings or not;
<i>the Memorandum</i>	means the Memorandum of Association of the Company;
<i>month</i>	means a calendar month,
<i>Office</i>	means the registered office of the Company;
<i>the seal</i>	means the common seal of the Company if it has one;
<i>Secretary</i>	means the company secretary of the Company or any other person appointed to perform the duties of the company secretary of the Company,
<i>Statutes</i>	means the Companies Acts and every other statute, statutory instrument, regulation or order for the time being in force concerning charitable companies registered under the Companies Acts;
<i>Trustee</i>	means a member of the Board;
<i>the United Kingdom</i>	means Great Britain and Northern Ireland

1.3 Any reference to:

1.3.1 a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it;

1.3.2 the singular includes the plural and vice versa and the masculine includes the feminine and the neuter genders and vice versa;

1.3.3 a *person* includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, government or state agencies, local authorities, public bodies, foundations and trusts (in each case whether or not having separate legal personality); and

1.3.4 *writing* is a reference to any method of representing or reproducing words in a legible and non-transitory form.

1.4 Subject to Article 1 and unless the context requires otherwise, words or expressions defined in the Statutes (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Company) shall bear the same meaning in the Articles

### **NAME AND REGISTERED OFFICE**

2 The Company's name is THE JOHN BLACK CHARITABLE FOUNDATION (and in this document it is called the "Company")

3 The Company's registered office is to be situated in England.

### **OBJECTS**

4 The objects for which the Company is established (the "Objects") are:

4.1 the advancement of health and the relief of sickness in Israel and the United Kingdom, and such other countries as the Trustees think fit, by such means as the Trustees in their absolute discretion from time to time think fit, including, in particular, in relation to.

(a) prostate cancer; and

(b) Parkinson's disease, and

4.2 the furtherance of such other Charitable Purposes (as defined in the Articles) as the Trustees in their absolute discretion from time to time think fit.

### **POWERS**

- 5 In furtherance of the Objects but not otherwise the Company may exercise the following powers
- 5.1 to make any kind of donation or grant and provide sponsorship or otherwise support projects or initiatives on such terms and conditions as may be thought fit for or towards charitable purposes in any way connected with or calculated to further the Objects,
- 5 2 to organise meetings, lectures, conferences, broadcasts, courses of instruction or other activities;
- 5.3 to provide or procure the provision of counselling and guidance;
- 5.4 to promote, commission or carry out research, including but not limited to medical research, and to publish and distribute the useful results of such research,
- 5.5 to produce or help others to publish and distribute material in any form that may be deemed desirable for the promotion of the Objects or for the purpose of informing contributors and others of the needs or progress of the Company,
- 5.6 to purchase, acquire and obtain interests in the copyright of or the right to perform, publish or show any material which can be used or adapted for the Objects;
- 5 7 to accept gifts on any terms and/or to refuse gifts for good reason,
- 5.8 to raise funds for the Company but not to undertake any trading activities which would give rise to a liability to corporation tax;
- 5.9 to carry out a trade or trades in so far as either the trade in question is exercised in the course of carrying out the Objects or the trade in question is temporary and ancillary to the carrying out of the Objects
- 5 10 to operate bank accounts in the name of the Company;
- 5.11 to acquire any property of any kind situated anywhere in the world for investment purposes whether involving liabilities or producing income or not and to appoint and pay professional investment managers who are authorised to carry on the requisite regulated activities under the provisions of the Financial Services and Markets Act 2000;
- 5.12 to acquire any real or personal property together with any rights or privileges which the Company may think necessary;
- 5 13 to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use and to make planning applications, applications for consent under bylaws or building regulations and other like applications,

- 5.14 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- 5.15 to borrow or raise money for the purposes of the Company on such terms and on such security (if any) as the Trustees may think fit;
- 5.16 to make loans, whether by way of investment or otherwise, upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Company as security for the performance of contracts entered into by any person (subject to any restrictions contained in the Charities Act) as may be thought fit,
- 5.17 to deposit or invest the funds of the Company in any manner (but to invest only after having regard to the suitability of investments and the need for diversification);
- 5.18 to delegate the management of investments to a Financial Expert, but only on terms that:
- (i) the investment policy is set down in writing for the Financial Expert by the Trustees,
  - (ii) timely reports of all transactions are provided to the Trustees;
  - (iii) the performance of the investments is reviewed regularly with the Trustees;
  - (iv) the contractual terms of the appointment of the Financial Expert are set out in writing and at least include a term which entitles the Trustees to cancel the delegation arrangement (whether on provision of notice or otherwise),
  - (v) the investment policy and the delegation arrangement are reviewed at least once a year, and
  - (vi) 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;
- 5.19 to employ, engage or retain the services of such persons as the Trustees think may be necessary or desirable on such terms as the Trustees think fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependents;
- 5.20 to appoint and pay any person or company to hold any property or investments as nominee for the Company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and pay any reasonable fee required,

- 5.21 to provide trustee indemnity insurance for the Trustees in accordance with, and subject to, the conditions contained in section 73F of the Charities Act 1993;
- 5.22 to establish charitable trusts and to act as trustees of any charitable trust whether established by the Company or otherwise;
- 5.23 to establish or promote the establishment of any person;
- 5 24 to co-operate with any person operating in furtherance of the Objects or similar charitable purposes;
- 5.25 to amalgamate with, acquire the assets of or in any other way to merge with any person which is charitable at law and has objects the same or similar to the Objects;
- 5 26 to pay the costs, charges and expenses of and incidental to the formation and registration of the Company and its registration as a charity;
- 5.27 to establish or acquire subsidiary companies of any kind;
- 5 28 to do all such other lawful things as shall further the Objects or any of them.

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

- 6 The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company: Provided that nothing in the Articles shall prevent any payment in good faith by the Company
- 6.1 in money or money's worth to a Trustee in the capacity of a beneficiary of the Company;
- 6 2 of the usual charges for business done by any Trustee engaged in a profession or business, or by any partner of his or his firm or company, when instructed by the Trustees to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Board benefit under this provision and that a Trustee shall withdraw from any meeting at which his appointment or remuneration, or that of his partner, firm or company, is under discussion;
- 6.3 for the supply of services, or of goods that are supplied in connection with the provision of services, to a Trustee or a person connected with a Trustee where such payment is effected in accordance with the provisions of section 73A to 73C of the Charities Act 1993;
- 6 4 of reasonable and proper remuneration for any services rendered to the Company by any

member, officer or servant who is not a Trustee;

- 6.5 of interest on money lent by any member of the Company or Trustee at a reasonable and proper rate;
- 6.6 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- 6.7 of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee;
- 6.8 to any Trustee of reasonable out-of-pocket expenses;
- 6.9 of reasonable and proper premiums in respect of trustee indemnity insurance, effected in accordance with clause 5.21 of these Articles.

#### **LIABILITY OF MEMBERS**

- 7 The liability of the Members is limited
- 8 Every Company Member undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while he or she is a Company Member or within one year afterwards, for payment of the Company's debts and liabilities contracted before he or she ceases to be a Company Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves
- 9 If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any money or property it shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other charity or charities having objects similar to or including the Objects and which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by clause 6 above, chosen by the Company Members at or before the time of dissolution and if that cannot be done then to some other charitable object.

#### **MEMBERSHIP OF THE COMPANY**

- 10 The number of Members with which the Company proposes to be registered is unlimited
- 11 The Company Members shall be:
  - 11.1 the subscribers to the Memorandum,
  - 11.2 the Trustees; and

- 11 3 such other persons as the Board shall admit to membership as a Company Member from time to time.
- 12 The Company may from time to time resolve upon the creation of other classes of Members of the Company (including honorary members) provided that the rights of such other classes of Members do not extend to voting at general meetings. Such categories of membership may be under whatever title or nomenclature the resolution may specify and may bestow upon the persons concerned such rights, privileges, duties and obligations (except the right to vote at general meetings) as may be specified in the resolution
- 13 Except in respect of the subscribers to the Memorandum, every application for membership shall be in writing signed by or on behalf of the applicant in such form as the Board may from time to time determine.
- 14 The Board shall admit to membership such persons as it shall think fit and the Board may from time to time prescribe (and vary) criteria for membership. The Board may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application. In such circumstances the Board must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision. The Board must consider any written representations the applicant may make about the decision. The decision of the Board following any written representations must be notified to the applicant in writing but shall be final
- 15 The Board may in its discretion levy subscriptions on all or any classes of Members at such rates as it shall determine and may levy subscriptions at different rates for different categories of Member including Members of the same class.
- 16 Membership shall not be transferable and a Member shall cease to be a Member:
- 16.1 in the case of a natural person, on death or bankruptcy;
- 16.2 in the case of any other person, on its liquidation or dissolution or on its otherwise ceasing to exist;
- 16 3 in the case of a member who is a Trustee, on ceasing to be a Trustee for whatever reason;
- 16.4 if by notice in writing to the Secretary signed by or on behalf of the Member, the Member resigns. The Member is deemed to have resigned when the letter of resignation is received at the Office,
- 16.5 by unanimous vote of the Board or, if there shall be more than six Trustees, by resolution of the Board passed by a majority of not less than 3/4ths of the Trustees present and voting at the meeting of the Board convened for the purpose. A resolution to terminate a

Member's membership of the Company shall not be passed unless the Member has been given not less than fourteen days' notice of the meeting of the Board at which the matter is to be considered and has been afforded a reasonable opportunity of being heard by or of making a written representation to the Board prior to the Board voting the resolution;

- 16.6 if any subscription or other sum payable by the Member is not paid on the due date and remains unpaid one month after notice served on the Member on behalf of the Board informing him that he will be removed from the membership if it is not paid The Board may in its discretion readmit to membership of the Company any person removed on this ground on his paying such part of the sum due as the Board may determine.

#### **PATRONS/HONORARY OFFICERS**

- 17 The Board may in its discretion appoint any person to hold an honorary position (whether as patron or other honorary officer) of the Company (and remove any patron or honorary officer) on such terms as they shall think fit.
- 18 A patron or honorary officer shall have the right to attend and speak (but not vote) at any general meeting of the Company and to be given notice of general meetings as if a Company Member and shall also have the right to receive accounts of the Company when available to Company Members

#### **GENERAL MEETINGS**

- 19 The Board may call general meetings. General meetings may also be called on the requisition of Company Members pursuant to the provisions of the Statutes
- 20 If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or a Company Member may call a general meeting.

#### **NOTICE OF GENERAL MEETINGS**

- 21 All general meetings shall be called by at least fourteen clear days' notice but a general meeting, may be called by shorter notice if it is so agreed by a majority in number of Company Members having a right to attend and vote at the meeting who together hold not less than 90% of the total voting rights at the meeting of all of the Company Members.
- 22 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted Subject to the Articles, the notice shall be given to all Company Members, Trustees, patrons, honorary officers and the auditor.

#### **PROCEEDINGS AT GENERAL MEETINGS**

- 23 No business shall be transacted at any general meeting unless a quorum is present. Two

- persons entitled to vote upon the business to be transacted, each being a Company Member or a duly appointed proxy of a Company Member or a duly authorised representative of a Company Member organisation, or one third of the total number of such persons for the time being, whichever is the greater, shall constitute a quorum
- 24 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the chairman of the meeting shall adjourn the meeting
- 25 The chairman, if any, of the Board or in his absence some other Trustee nominated by the Board shall preside as chairman of the meeting, but if neither the chairman nor such Trustee (if any) be present and willing to act within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chairman and, if there is only one Trustee present and willing to act, he shall be chairman.
- 26 If no Trustee is willing to act as chairman, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Company Members present and entitled to vote shall choose one of their number to be chairman.
- 27 The chairman of the meeting may permit other persons who are not Company Members to attend and speak (but not vote) at general meetings.
- 28 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 28.1 the meeting consents to an adjournment; or
- 28 2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 29 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 30 No business shall be transacted at any adjourned meeting other than business left unfinished at the meeting at which the adjournment took place.
- 31 When adjourning a general meeting, the chairman of the meeting must.
- 31.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Board, and

- 31.2 have regard to any directions as to the date, time and place of any adjournment which have been given by the meeting.
- 32 When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the date, time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice
- 33 A resolution put to the vote of a meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Statutes, a poll may be demanded by
- 33.1 the chairman of the meeting, or
- 33.2 the Board; or
- 33.3 two or more Company Members having the right to vote on the resolution, or
- 33.4 a Company Member or Company Members representing not less than one-tenth of the total voting rights of all the Company Members having the right to vote at the meeting
- 34 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 35 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made
- 36 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Company Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded
- 37 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the results of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

- 38 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate during the meeting to all those attending the meeting any information or opinions which that person has on the business of the meeting.
- 39 A person is able to exercise the right to vote at a general meeting when.
- 39.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- 39.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 40 The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 41 In determining attendance at a general meeting, it is immaterial whether any two or more Company Members attending it are in the same place as each other. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

#### **VOTES OF COMPANY MEMBERS**

- 42 Every Company Member shall have one vote on a show of hands and on a poll.
- 43 No Company Member shall debate or vote (whether in person or by proxy) on any matter in which he is personally interested (otherwise than by virtue of his being a Company Member) without the permission of the majority of the persons present and voting.
- 44 Any organisation which is a Company Member may by resolution of its board or other governing body authorise such individuals as it thinks fit to act as its representative at any meeting of the Company, and the individual so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual Company Member of the Company. An instrument appointing such individual shall be in the following form or as near to it as circumstances will admit, or in any other form which is usual or which the Board may approve

#### **THE JOHN BLACK CHARITABLE FOUNDATION**

We [name of organisation] being a Company Member of the above-named company hereby appoint

[name and address of representative] or failing him/her,

[name and address of substitute] to vote on our behalf at the [adjourned] general meeting of the above-named company to be held on the                      day of                      and at any adjournment thereof.

Signed [name] this                      day of

45 Any Company Member of the Company entitled to attend and vote at any general meeting of the Company shall be entitled to appoint another person or persons (whether a Company Member or not) as his proxy or proxies to attend, speak and vote (by show of hands or poll) instead of him

46 The instrument appointing a proxy shall be signed by the appointer or his attorney in the following hard copy or electronic form or as near to it as circumstances admit, or in any other form which is usual or which the Board may approve:

THE JOHN BLACK CHARITABLE FOUNDATION

I [Company Member's name and address] being a Company Member of the above-named company hereby appoint

[name and address of proxy holder] or failing him/her,

[name and address of substitute] as my/our proxy to vote on my/our behalf at the [adjourned] general meeting of the above-named company to be held on the                      day of                      and at any adjournment thereof.

Signed [name] this                      day of

47 Where it is desired to afford Company Members an opportunity of instructing a proxy how he shall act, the instrument appointing a proxy shall be signed by the appointer or his attorney in the following hard copy or electronic form or as near to it as circumstances admit, or in any other form which is usual or which the Board may approve

THE JOHN BLACK CHARITABLE FOUNDATION

I, [Company Member's name and address], being a Company Member of the above-named company hereby appoint

[name and address of proxy holder] or failing him/her,

[name and address of substitute] as my/our proxy to vote on my/our behalf at the [adjourned] general meeting of the Company to be held on the ..... day of ..... and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution 1 \*for \*against, ,

Resolution 2 \*for \*against

\* Delete, as appropriate.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed [..name ] this ..... day of . . .

48 The appointment of a proxy and any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy shall:

48.1 in the case of an appointment in hard copy form, be delivered personally or by post to the Office not less than 48 hours before the time appointed for holding the meeting or adjourned meeting to which it relates; or

48.2 in the case of an appointment in electronic form, be received at an address specified (or is deemed by a provision in the CA 2006 to have been specified) by or on behalf of the Company for the purpose of receiving documents or information in electronic form:

(i) in, or by way of note to, the notice convening the meeting;

(ii) in any form of proxy sent by or on behalf of the Company in relation to the meeting, or

(iii) in any invitation in electronic form to appoint a proxy issued by or on behalf of the Company in relation to the meeting,

not less than 48 hours before the time appointed for holding the meeting or adjourned meeting to which it relates, or

48.3 in the case of a poll which is taken more than 48 hours after it is demanded, be delivered or received as aforesaid not less than 24 hours before the time appointed for the taking of the poll, or

48.4 in the case of a poll which is not taken at the meeting at which it is demanded but is taken not more than 48 hours after such meeting, be delivered in hard copy form at the meeting at which the poll is held to the chairman of the meeting or to the Secretary or to any Trustee

49 In calculating the periods mentioned in Article 48, no account shall be taken of any part of a day that is not a working day as defined in section 1173 of the CA 2006.

- 50 In default of the provisions of Article.48 the instrument of proxy shall not be treated as valid No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.
- 51 An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 52 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid Any such objection must be referred to the chairman of the meeting whose decision is final.
- 53 An appointment of a proxy relating to more than one meeting (including any adjournment thereof) having once been so received for the purposes of any meeting shall not be required to be received again for the purposes of a subsequent meeting to which it relates.
- 54 The appointment of a proxy shall also be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. Subject to Article 50, the appointment of a proxy shall, unless it provides to the contrary, be valid for any adjournment of the meeting as well as for the meeting to which it relates
- 55 Subject to Article 56, if two or more valid but differing appointments of proxy are received in respect of the same Company Member for use on the same resolution, the one which is last delivered or received (regardless of its date or of the date or time of its execution or transmission) shall be treated as replacing and revoking the others.
- 56 The Board may determine at its discretion when an appointment of a proxy shall be treated as delivered or received for the purposes of the Articles
- 57 Notice of the revocation of the appointment of a proxy may be given in any lawful manner which complies with the regulations (if any) made by the Board to govern the revocation of a proxy.
- 58 A vote cast or a poll demanded by a proxy or by the duly authorised representative of a corporation shall not be rendered invalid by reason of the death or mental disorder of the appointor or by the termination or revocation of the proxy or the authority under which the proxy was executed unless notice of such death, mental disorder, termination or revocation shall have been received by the Company not later than the latest time at which the proxy would need to have been delivered to or received by the Company in order to be valid for use at the meeting or adjourned meeting at which the proxy is used, or in the case of a poll, not later than the latest time at which the proxy would need to have been delivered to or received by the Company to enable the proxy to vote on the poll. Such notice shall be either by means of an instrument in hard copy form, delivered to the Office or in electronic

form received at the address (if any) specified by or on behalf of the Company in accordance with Article 48 2, regardless of whether any relevant proxy appointment was effected by means of an instrument in hard copy or electronic form

### **THE BOARD**

- 59 The number of Trustees shall be not less than two but shall not be subject to any maximum
- 60 The Trustees shall be those persons named in the statement delivered to the Registrar of Companies pursuant to the Companies Acts, who shall be deemed to have been appointed under the Articles. Future Trustees who shall be Members shall be appointed by resolution of the Board.
- 61 Except to the extent permitted by Articles 6, 80 and 81, no Trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party
- 62 The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board (or its committees or sub-committees) or general meetings or otherwise in connection with the discharge of their duties.

### **POWERS OF THE BOARD**

- 63 Subject to the provisions of the Statutes and the Articles and to any directions given by a resolution of the Company Members, the business of the Company shall be managed by the Board who may exercise all the powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and are not by the Statutes or by these presents required to be exercised by the Company in general meeting. No alteration to the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by the Articles and a meeting of the Board at which a quorum is present may exercise all the powers exercisable by the Board.
- 64 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.
- 65 The Board shall have power from time to time to make, repeal and alter regulations as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and the affairs thereof; as to prescribing classes of and conditions of membership and the rights and privileges of Members; as to the levels of subscriptions; as

to the appointment of officers; as to the duties of officers or employees of the Company, as to the conduct of the business of the Company by the Board or any committee or sub-committee and as to any of the matters or things within the power or under the control of the Board provided that the same shall not be inconsistent with the Articles

- 66 The Board or the Company in general meeting shall have power to repeal or alter or add to any regulations and the Board shall adopt such means as they think sufficient to bring to the notice of Members all such regulations which shall be binding on Members.

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

- 67 A Trustee shall cease to hold office if he:
- 67.1 ceases to be a Trustee by virtue of any provision in the Statutes or is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 or is otherwise prohibited by law from being a Trustee;
  - 67.2 ceases to be a Member for whatever reason;
  - 67.3 becomes incapable by reason of mental disorder of managing and administering his own affairs;
  - 67.4 dies,
  - 67.5 resigns his office by notice to the Company (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
  - 67.6 is absent without the permission of the Board from all their meetings held within a period of six months and the Board resolve that his office be vacated.

#### **PROCEEDINGS OF THE BOARD**

- 68 Subject to the provisions of the Articles, the Board may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit. Two Trustees may, and the Secretary at the request of two Trustees shall, call a meeting of the Board. Notice of a Board meeting shall be deemed to be properly given to a Trustee if it is given to him personally or by word of mouth or sent to him in hard copy form at his last known address or any other address given by him to the Company for this purpose or sent in electronic form to him at an address given by him to the Company for this purpose. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom for a period of in excess of three months. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.

- 69 The quorum for the transaction of the business of the Board may be fixed by the Board but shall not be less than one third of their number or two whichever is the greater
- 70 The Board may act notwithstanding any vacancies but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a general meeting.
- 71 The Board shall from time to time elect a chairman of their meetings and may at any time remove him from that office. Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of Board at which he is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting
- 72 The Board may delegate any of its powers or the implementation of any of its resolutions to any committee provided that:
- 72.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to co-opt persons up to a specified number);
- 72.2 the composition of any such committee shall be entirely in the discretion of the Board and may comprise such of their number (if any) as the resolution may specify,
- 72.3 the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported forthwith to the Board and for that purpose every committee shall appoint a secretary,
- 72.4 all delegations under this Article shall be revocable at any time,
- 72.5 the Board may make such regulations and impose such terms or conditions and give such mandates to any such committee as it may from time to time think fit and may authorise further delegation of the Board's powers; and
- 72.6 for the avoidance of doubt, the Board may delegate all financial matters to any committee and shall be empowered to resolve upon the operation of any bank account according to such mandate as it shall think fit from time to time provided that the signature of at least one member of the Board shall be required.
- 73 All acts done by a meeting of the Board, or a committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or member of the committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been

duly appointed and was qualified and had continued to be a Trustee or a member of the committee (as the case may be) and had been entitled to vote

- 74 A resolution in writing, signed by all the Trustees for the time being or any committee shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) such committee duly convened and held
- 75 Trustees and members of any committee may participate in or hold a meeting of the Board or any committee (as the case may be) by means of conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Board or a committee (as the case may be) duly convened and held with such persons physically present. If all Trustees participating in the meeting are not in the same place, they may declare that the meeting is to be treated as taking place wherever any of them is.
- 76 The chairman of a meeting of the Board or a committee or sub-committee of the Board may permit other persons who are not Trustees or members of the committee or sub-committee, as applicable, to attend and/or speak (but not vote) at such meetings.

#### **DECLARATION OF TRUSTEES' INTERESTS**

- 77 A Trustee shall declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared by such means as are set out at Chapter 2 of Part 10 of the CA 2006. A Trustee shall absent himself from any discussions of the Trustees in which it is possible that a conflict of interest may arise between his duty to act solely in the interests of the Company and any personal interests (including but not limited to any personal financial interest)

#### **CONFLICTS OF INTERESTS**

- 78 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, those Trustees who do not have a conflict of interests may authorise such a conflict of interests where the following conditions apply:
- 78.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- 78.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and

78.3 the Trustees who do not have a conflict of interests consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.

79 Article 78 only applies to a conflict of interests arising because of a duty of loyalty owed to another organisation or a person and only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person

80 Any Trustee who is for the time being a holder of any office or legal or beneficial interest in any person in which the Company also has a direct or indirect interest may exercise all powers and discretions given to the Trustees by these Articles or by law notwithstanding that he may by reason of such office or interest have whether directly or indirectly a personal interest in the mode or result of any such exercise

81 Any Trustee may retain for his own absolute benefit and without any liability to account therefor, any remuneration fees or profits received by him as chairman, director, manager, other officer, shareholder or member of any person in which the Company has a direct or indirect interest.

#### **OFFICERS**

82 For such time as the Companies Acts require, the Board:

82.1 shall appoint a Secretary and thereafter there will be no obligation to maintain that office,

82.2 may appoint or engage a treasurer, a deputy Secretary and such other officers as they shall see fit;

and any such appointment or engagement may be made for the purpose of discharging such duties and upon such terms as the Board determines and the Board may dismiss any officer so appointed or engaged.

#### **MINUTES**

83 The Board shall ensure that minutes are kept

83.1 of all appointments of officers made by the Board, and

83.2 of all proceedings at meetings of the Company and of the Board and of committees and sub-committees of the Board including the names of those present at such meetings.

#### **THE SEAL**

84 The seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. 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: (1) a

Trustee and by the Secretary or by a second Trustee; or (2) by a Trustee or the Secretary in the presence of a witness who attests the signature

### **BANK ACCOUNTS**

- 85 Any bank account in which any part of the assets of the Company is deposited shall indicate the name of the Company. All cheques and orders for the payment of money from such account shall require two signatures at least one of which shall be that of a Trustee.

### **ACCOUNTS**

- 86 Accounting records sufficient to show and explain the transactions and assets and liabilities of the Company and otherwise complying with the Statutes shall be kept at the Office or such other place within the United Kingdom as the Board thinks fit
- 87 Subject to the requirements of the Statutes, the Company may at a general meeting impose reasonable restrictions as to the time and manner at and in which the books and accounts of the Company may be inspected by Members and subject to those restrictions the books and accounts shall be opened to inspection by Members at all reasonable times during usual business hours.

### **AUDIT**

- 88 The Board shall comply with their obligations under the Statutes with regard to the audit of accounts and if required by the Statutes shall appoint an auditor whose duties shall be regulated in accordance with the Statutes

### **ANNUAL REPORT AND ANNUAL RETURN**

- 89 The Board shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and an annual return and their transmission to the Charity Commission for England and Wales.

### **NOTICES**

- 90 A notice or other document or information which is sent by the Company by post shall be deemed to have been given or sent on the business day after the day when it was put in the post (or, where second-class post is employed, on the second business day after the day when it was put in the post) Proof that an envelope containing the notice or other document or information was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other document or information was given or sent.
- 91 Any notice or other document or information not sent by post but left at a registered

address or address for service in the United Kingdom shall be deemed to have been served on the day on which it was left.

- 92 A notice or other document or information which is sent by the Company by electronic means and which the Company is able to show was properly addressed shall be deemed to have been given or sent on the day on which it was so sent. A notice or other document or information sent in electronic form to the Company shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.
- 93 If on two consecutive occasions the Company has attempted to send or supply notices or other documents or information by electronic means to an address for the time being notified to the Company by a member for that purpose but the Company is aware that there has been a failure of delivery of such notice or other document or information, then the Company shall thereafter send or supply the notice or other document or information through the post to such member at his registered address. For this purpose a failure of delivery is when a notice or other document or information sent by electronic means is returned undelivered to the Company or its agent with a message stating that delivery was unsuccessful from the address to which it was sent.
- 94 A notice or other document or information which is supplied by the Company by means of a website shall be deemed to have been given or sent when it was first made available on the website or, if later, when the recipient was given or was deemed to have been given notice of the fact that the relevant notice, document or information was available on the website.

#### **INDEMNITY**

- 95 The Company shall indemnify any Trustee against any liability incurred by him in that capacity, to the extent permitted by sections 232 to 234 of the CA 2006.

#### **THE COUNCIL**

- 96 The Board may at its discretion appoint any persons (who need not be Members) to serve on the Council on such terms as it thinks fit and may also remove any member of the Council.
- 97 The Council shall consider and provide advice to the Board on matters referred to it by the Board.