

COMPANIES ACT 2006 SPECIAL RESOLUTION


Company number: 08104415

Company name: East End Community Foundation ("Company")

On the 27th day of November 2018 the following special resolution was agreed and passed by the members of the Company:

That the articles of association attached hereto as an Annex be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.

Signed:


Director

THURSDAY



A22 *A7K94A60* #347
06/12/2018
COMPANIES HOUSE

ANNEX

FORM OF COMPANY ARTICLES OF ASSOCIATION ADOPTED BY SPECIAL RESOLUTION

Company No. **08104415**

INCORPORATED UNDER THE COMPANIES ACT 2006

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

EAST END COMMUNITY FOUNDATION

INCORPORATED ON

1.	INTERPRETATION AND LIMITATION OF LIABILITY	5
2.	PRIVATE COMPANY STATUS AND LIABILITY OF MEMBERS	8
3.	OBJECTS.....	8
4.	POWERS AND THE APPLICATION OF INCOME AND PROPERTY	9
5.	MEMBERS	12
6.	CLASSES OF MEMBERSHIP	13
7.	TERMINATION OF MEMBERSHIP	15
	DECISION-MAKING BY MEMBERS	15
8.	CONVENING GENERAL MEETINGS	15
9.	LENGTH OF NOTICE.....	15
10.	FORM OF NOTICE	15
11.	ENTITLEMENT TO RECEIVE NOTICE	16
12.	OMISSION TO SEND NOTICE	16
13.	ATTENDANCE, SPEAKING AND VOTING AT GENERAL MEETINGS	16
14.	QUORUM.....	16
15.	CHAIRING GENERAL MEETINGS	17
16.	ATTENDANCE AND SPEAKING BY TRUSTEES AND NON-MEMBERS	17
17.	ADJOURNMENT.....	17
18.	VOTING	18
19.	ERRORS AND DISPUTES.....	19
20.	CHAIRMAN OF THE MEETING'S DECLARATION.....	19
21.	DEMANDING A POLL	19
22.	PROCEDURE ON A POLL	19
23.	CONTENT OF PROXY NOTICES	20
24.	DELIVERY OF PROXY NOTICES	20
25.	REPRESENTATIVES	21
26.	TERMINATION OF AUTHORITY	21

27.	AMENDMENTS TO RESOLUTIONS.....	21
28.	RESOLUTIONS IN WRITING.....	22
29.	COMPOSITION OF THE BOARD OF TRUSTEES.....	23
30.	POWERS OF TRUSTEES.....	23
31.	TRUSTEES MAY DELEGATE.....	23
32.	COMMITTEES.....	24
33.	CALLING A TRUSTEES' MEETING.....	24
34.	PARTICIPATION IN BOARD MEETINGS	24
35.	QUORUM FOR BOARD MEETINGS	25
36.	CHAIRING TRUSTEES' MEETINGS	25
37.	VOTING BY TRUSTEES.....	25
38.	VALIDITY OF TRUSTEES' DECISIONS	26
39.	CHAIRMAN'S CASTING VOTE AT TRUSTEES' MEETINGS	26
40.	PROPOSING A TRUSTEES' WRITTEN RESOLUTION	26
41.	ADOPTION OF TRUSTEES' WRITTEN RESOLUTIONS	27
42.	DECLARATION OF TRUSTEES' INTERESTS.....	27
43.	CONFLICTS OF INTERESTS.....	27
44.	NUMBER OF TRUSTEES.....	28
45.	METHODS OF APPOINTING TRUSTEES.....	28
46.	BOARD REPRESENTATION.....	28
47.	TERMINATION OF TRUSTEE'S APPOINTMENT	29
48.	RETIREMENT OF TRUSTEES	29
49.	REMUNERATION OF TRUSTEES.....	29
50.	EXPENSES OF TRUSTEES AND THE COMPANY SECRETARY	29
51.	SEAL.....	30
52.	MINUTES.....	30
53.	OFFICERS.....	30
54.	COMPANY SECRETARY	30
55.	ACCOUNTS, ANNUAL REPORT AND RETURNS	31
56.	NOTICES.....	31

57.	CAPITAL EXPENDITURE	32
58.	EQUAL OPPORTUNITY	32
59.	RULES.....	32
60.	DISPUTES.....	33
61.	DISSOLUTION	33
62.	INDEMNITY OF OFFICERS AND FUNDING TRUSTEES' DEFENCE COSTS.....	33
63.	POWER TO PURCHASE INSURANCE.....	34

1. INTERPRETATION AND LIMITATION OF LIABILITY

1.1 In the articles, unless the context otherwise requires:

"Act" means the Companies Act 2006 as in force from time to time and any other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Act;

"articles" means the Company's articles of association as originally adopted or as from time to time altered;

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"benefit area" means the London Borough of Tower Hamlets, the London Borough of Newham, the London Borough of Hackney and the City of London;

"board" means the board of trustees from time to time of the Company or the trustees present at a duly convened meeting of the trustees at which a quorum is present;

"business day" means a day other than a Saturday, Sunday or public holiday in England and Wales;

"chairman" has the meaning given to it in article 36;

"chairman of the meeting" has the meaning given to it in article 15;

"Charities Act" means the Charities Act 1993 as amended by the Charities Act 2006, and other applicable legislation, from time to time;

"Charity Commission" means the commission appointed under the Charities Act;

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

"Company" means East End Community Foundation, a company incorporated in England and Wales (registered number 08104415), whose registered office is at Jack Dash House, 2 Lawn House Close, London E14 9YQ;

"connected person" means:

- (a) a child, parent, grandchild, grandparent, brother or sister of a trustee;
- (b) the spouse or civil partner of the trustee or of any person falling within (a) above;
- (c) a person carrying on business in partnership with a trustee or with any person falling within (a) or (b) above;
- (d) an institution which is controlled by either:
 - (i) a trustee or any connected person falling within (a), (b) or (c) above; or
 - (ii) by two or more persons falling within d(i) above, when taken together;
- (e) a body corporate in which:

- (i) a trustee or any connected person falling within (a) to (c) above has a substantial interest; or
 - (ii) two or more persons falling within (e)(i) above who, when taken together, have a substantial interest;
- (f) paragraphs 2 to 4 of Schedule 5 to the Charities Act apply for the purposes of interpreting the terms used in this definition;

"deputy chairman" means an officer appointed under article 36.5;

"full member" means the members of the Company that satisfy the eligibility criteria set out in article 5.2;

"IDCF Properties" means the freehold properties known as Jack Dash House, Docklands Medical Centre, Docklands Sailing and Watersport Centre and The Workhouse transferred by the Isle of Dogs Community Foundation to the Company as part of the Merger;

"income" means, unless otherwise decided by the board in accordance with article 4, all annual income arising to the Company from any assets belonging to the Company (including but not limited to income arising from investments and real property), donations and trading receipts including incoming resources (as referred to in the relevant SORP);

"in writing" means the representation of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;

"Isle of Dogs Panel" has the meaning given to it in article 4.1.24;

"LDDC Endowments" means the endowments granted by the London Docklands Development Corporation;

"member" means an individual or an organisation who is a member of the Company for the purposes of the Act, having been admitted to membership by the board in accordance with article 5;

"Merger" has the meaning given to it in article 4.1.9;

"non-charitable trading" means carrying on a trade for the purpose of raising funds for the Company other than a trade the profits of which are applied solely to the purposes of the Company and either:

- (a) the trade is exercised in the course of the actual carrying out of the objects of the Company; or
- (b) the work in connection with the trade is mainly carried out by the beneficiaries of the Company; or
- (c) the profits accrue to the Company from a lawful society lottery; or
- (d) the profits of the trade are entitled to exemption from tax under section 46 of the Finance Act 2000 or would have been so entitled by Extra Statutory Concession prior to 1 April 2000;

"notice" means any document sent in accordance with article 56;

"objects" means the objects of the Company as defined in article 3.1;

"original benefit area" means the original benefit area of the Isle of Dogs Community Foundation being the Blackwall and Millwall wards of the London Borough of Tower Hamlets;

"proxy notice" has the meaning given to it in article 23;

"proxy notification address" has the meaning given to it in article 24;

"representative" has the meaning given to it in article 25;

"SORP" means the revised "Accounting and Reporting for Charities: Statement of Recommended Practice" which are issued by the Accounting Standards Board from time to time;

"seal" means the common seal of the Company;

"secretary" means any person appointed to perform the duties of the secretary of the Company;

"treasurer" means a person appointed to perform the duties of the treasurer of the Company;

"trustee" means a director of the Company;

"United Kingdom" means Great Britain and Northern Ireland; and

"voluntary organisation" means any properly constituted non-statutory body, whether incorporated or not, which is active within the area of benefit in the service of the community, including the local branches of national organisations, and whose income and property is applied solely towards the promotion of its objects and not in any way, whether in dividend, bonus or otherwise, by way of personal profit to its members.

- 1.2 Unless the context otherwise requires, words and expressions to which a particular meaning is given by the Act, as in force when the articles are adopted, shall have the same meaning in the articles, except where the word or expression is otherwise defined in the articles.
- 1.3 Where an ordinary resolution of the Company is expressed to be required for any purpose, a special resolution is also effective for that purpose.
- 1.4 References to any statutory provision or statute include all modifications thereto and all re-enactments thereof (with or without modification) and all subordinate legislation made thereunder in each case for the time being in force. This article does not affect the interpretation of article 1.2.
- 1.5 A member is "present" at a meeting if the member (being an individual) attends (otherwise than by his duly appointed proxy) or if the member (being a corporation) attends by its duly authorised representative or if the member attends by his duly appointed proxy.
- 1.6 The *ejusdem generis* principle of construction shall not apply. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words.
- 1.7 The headings in the articles do not affect their interpretation or construction.
- 1.8 In the articles, words importing one gender shall include each gender.

1.9 No regulations or model articles contained in any statute or subordinate legislation apply as the articles.

1.10 References to times of day are to the time of day in London from time to time.

2. PRIVATE COMPANY STATUS AND LIABILITY OF MEMBERS

2.1 The Company is a private company limited by guarantee and is established for the purposes and objects set out in the articles.

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

2.2.1 payment of the Company's debts and liabilities contracted before he ceases to be a member;

2.2.2 payment of any costs, charges and expenses connected to the winding up; and

2.2.3 adjustment of the rights of the contributories amongst themselves.

3. OBJECTS

3.1 The Company's objects ("**objects**") are specifically restricted to the following:

3.1.1 the promotion of the relief of poverty and sickness of persons in the benefit area;

3.1.2 the provision of or assistance in the provision of facilities for recreation or other leisure-time;

3.1.3 occupation for inhabitants within the benefit area in the interests of social welfare and with the object of improving their condition in life;

3.1.4 the promotion of the advancement of education and learning (including training in employment skills) for the benefit of inhabitants within the benefit area;

3.1.5 the advancement of public education in the arts;

3.1.6 the promotion of any other charitable purposes for the benefit of the community or of an appreciably important class of the community consisting of the inhabitants within the benefit area;

3.1.7 the relief of unemployment for the public benefit in the benefit area in such ways as may be thought fit, including assistance to find employment;

3.1.8 the promotion for the public benefit of urban regeneration in areas of social and economic deprivation in the benefit area by all or any of the following means:

(a) the preservation of buildings or sites of historic or architectural importance;

(b) the protection or conservation of the environment;

(c) the provision of public health facilities and childcare; and

(d) the promotion of public safety and prevention of crime;

- 3.1.9 to make contributions to any charitable trusts, associations, bodies or corporations from time to time in existence having as, or among, their objects any similar objects to the Company; and
- 3.1.10 to do all such other acts and things as the board may (subject to the articles) consider necessary or desirable in connection with the development or promotion of the objects of the Company set out in this article 3.1;

provided that none of the objects may be exercised in such a way as to achieve or promote aims and/or objectives of a party political nature; and

provided that in furtherance of all or any of the objects the Company shall have power to promote any of the objects and to provide or assist charitable activities in areas and/or places outside the benefit area where it is of the opinion that to do so will benefit the inhabitants of the benefit area.

4. POWERS AND THE APPLICATION OF INCOME AND PROPERTY

4.1 The Company shall have the following powers exercisable in furtherance of all or any of its objects, namely:

- 4.1.1 to make grants and to provide other forms of financial assistance or assistance in kind, including loans (with or without interest) and on such terms as the board may determine;
- 4.1.2 to raise funds and to invite and accept (or disclaim) gifts or loans of money, whether subject or not to any special charitable trust or any condition **provided that** in raising funds the Company may not undertake any non-charitable trading and must comply with any relevant statutory regulations;
- 4.1.3 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.1.4 to construct, alter and maintain any buildings;
- 4.1.5 to sell, lease or otherwise dispose of all or any part of the property belonging to the Company. In exercising this power, the Company must comply as appropriate with sections 36 and 37 of the Charities Act;
- 4.1.6 to borrow money and to charge the whole or any part of the property belonging to the Company as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Company must comply as appropriate with sections 38 and 39 of the Charities Act, if it wishes to mortgage land;
- 4.1.7 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 4.1.8 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objects and to undertake and carry out any charitable trusts or agencies;
- 4.1.9 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity. The Company shall acquire the assets and assume the liabilities of the Isle of Dogs Community Foundation and St Katherine and Shadwell Trust (together "**the Merger**");

- 4.1.10 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves, which the board shall review regularly in accordance with applicable legal requirements;
- 4.1.11 to employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may employ or remunerate a trustee only to the extent it is permitted to do so by article 50 and provided it complies with the conditions in that article;
- 4.1.12 to:
 - (a) deposit or invest funds; and
 - (b) employ a professional fund manager,in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustees Act 2000;
- 4.1.13 to pay out of the funds of the Company the costs of forming and registering the Company both as a company and as a charity;
- 4.1.14 to draw, make, accept, endorse, discount, execute, issue and deal with promissory notes, bills of exchange and other instruments of any kind, whether or not negotiable or transferable, and to operate bank accounts in the name of the Company;
- 4.1.15 to conduct or promote the conduct of research and to publish knowledge acquired as a result of such research;
- 4.1.16 to promote and carry out or assist in promoting and carrying out surveys and investigations;
- 4.1.17 to advertise in such manner as may be thought expedient;
- 4.1.18 to acquire (whether by grant, assignment, licence, purchase, gift or otherwise) any copyright, patent, design right, trade mark, right of publication, translation or reproduction or other intellectual property right which may appear useful to the Company and to register, renew, revoke, license or assign or otherwise turn to account or use the same;
- 4.1.19 to provide or assist in providing exhibitions, lectures, meetings, conferences, seminars, classes and workshops;
- 4.1.20 to write, make, commission, print, and publish or distribute (gratuitously or otherwise) written materials, films, audio or visual tapes or other materials or assist in such activities;
- 4.1.21 to lend money or give credit on such terms and conditions and on such security as may be thought fit;
- 4.1.22 subject to the requirements of the Charities Act, to guarantee or give security for the performance of contracts or obligations by any person or body being legally associated with the Company;
- 4.1.23 subject to article 30, to pay reasonable annual sums or premiums for or towards the provision of pensions for employees for the time being of the Company or their widows, widowers or dependants;

- 4.1.24 to advance funds from the LDDC Endowments for the benefit of residents of the original benefit area, subject to the establishment of a panel (the "**Isle of Dogs Panel**") to support the Company's grant assessment process for applications to that fund and provided that the panel shall be composed of no less than 3 organisations active in the delivery of services to the original benefit area. Voluntary Class Members based on the Isle of Dogs shall be appointed to and removed from the Isle of Dogs Panel by the Board at its absolute discretion, after consultation with Members of the relevant class. The Isle of Dogs Panel shall operate on terms approved by the Board from time to time;
 - 4.1.25 to insure the property of the Company against any foreseeable risks and take out other insurance policies to protect the Company as required;
 - 4.1.26 to provide indemnity insurance to cover the liability of any agent, employee, independent contractor or voluntary worker of the Company in accordance with the articles;
 - 4.1.27 to secure the discharge of any of the Company's liabilities and obligations in any lawful manner; and
 - 4.1.28 to do any other lawful thing in furtherance of the objects.
- 4.2 No portion of the income and property of the Company shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members and no member of its board 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 this article prevents any payment in good faith by the Company of the following, where such payment is made in accordance with article 4.3:
- 4.2.1 reasonable remuneration to any member (not being a trustee) for any services rendered to the Company;
 - 4.2.2 interest on money lent by any member (whether or not being a trustee) to the Company at a rate per annum not exceeding 2 per cent. less than the base lending rate prescribed for the time being by a clearing bank selected by the board or 3 per cent. whichever is the greater;
 - 4.2.3 reasonable rent for premises leased or let by any member (whether or not being a trustee) to the Company;
 - 4.2.4 charitable benefits to any member (not being a trustee) in his capacity as a beneficiary of the Company;
 - 4.2.5 reasonable expenses to any trustee under the articles; and
 - 4.2.6 professional fees to any trustee, or to any firm or body corporate in which any such trustee is beneficially interested, for services rendered to the Company when instructed by the other trustees to act in a professional capacity on behalf of the Company, subject to receiving the prior written consent of the Charity Commission.
- 4.3 Any payments made under article 4.2 shall comply with the following provisions:
- 4.3.1 such trustee (where applicable) may not be present at or take part in any discussions or decision relating to such fees or remuneration and may not be counted in the quorum for that part of the meeting of the board;
 - 4.3.2 the other trustees are satisfied that the level of fees or remuneration is reasonable having regard to the services rendered;

- 4.3.3 the other trustees are satisfied that the engagement of such trustee's services is expedient in the interests of the Company, having regard to his ability, qualifications or experience; and
- 4.3.4 the number of trustees for the time being in receipt of fees or remuneration from the Company does not exceed a minority of the board.
- 4.4 The Company shall ensure that the award of any funds from the LDDC Endowments is assessed by the Isle of Dogs Panel and that it is advanced for the benefit of residents of the original benefit area in accordance with the terms and conditions of the endowment agreement.
- 4.5 The Company shall hold the IDCF Properties on the same terms as the properties were held by IDCF. The Company shall, in the event that an opportunity to dispose or redevelop any of the IDCF Properties arises, implement the following steps:
 - 4.5.1 it will consult initially with the Isle of Dogs Panel and then with the local community about the disposal or redevelopment, including on the type and location of any community resource re-provision;
 - 4.5.2 it will ensure that there is suitable community resource re-provision as part of the agreement for the disposal or redevelopment; and
 - 4.5.3 after making any agreed contribution towards the cost of the community resource re-provision as part of the disposal or redevelopment, it will place any surplus proceeds from the disposal or redevelopment within its general funds for use in accordance with the objects.

5. MEMBERS

- 5.1 Membership is open to individuals or organisations who:
 - 5.1.1 fulfil the eligibility criteria under article 5.2;
 - 5.1.2 satisfy any other requirements prescribed by the board from time to time; and
 - 5.1.3 have been approved by the board.
- 5.2 The following shall be eligible to be full members:
 - 5.2.1 voluntary organisations active in providing services to the community within the benefit area, non-profit organisations, registered or exempt charities and other voluntary bodies ("**voluntary class**");
 - 5.2.2 statutory, local government and publicly regulated organisations that do not trade for a profit, which shall from time to time perform the statutory functions in respect of the benefit area ("**statutory class**");
 - 5.2.3 businesses with premises within, or which supply services to, or whose employees are drawn substantially from residents of, the benefit area ("**business class**"); or
 - 5.2.4 individuals who are either:
 - (a) resident within the benefit area who support the objects; or
 - (b) not resident within the benefit area but who are active in the community in supporting the objects ("**individual class**"),

provided that the board may require such information as they may deem appropriate in order to determine whether any application for membership satisfies the relevant criteria and the decision of the board upon such issue shall be final.

- 5.3 The board shall at its absolute discretion prepare, review and amend the membership criteria from time to time.
- 5.4 In the event that members cease to satisfy the requirements set out in article 5.1, membership shall be revoked immediately or at such time as may be determined by the board.
- 5.5 The board:
 - 5.5.1 may only refuse an application for membership by an applicant who satisfies the requirements set out in article 5.1 if, acting reasonably and properly, it considers it to be in the best interests of the Company to refuse the application;
 - 5.5.2 must inform the applicant in writing of the reasons for the refusal within 21 days of the decision; and
 - 5.5.3 must consider any written representations the applicant may make about the decision. The board's decision following any written representations must be notified to the applicant in writing but shall be final.
- 5.6 Any eligible individual or organisation which applies to be admitted as a member shall be admitted if its admission is approved by the board.
- 5.7 Applicants for membership of the Company who do not satisfy the eligibility criteria in article 5.2 may, at the absolute discretion of the board, be admitted to membership as associate members of the Company ("**associate class**").
- 5.8 The Company must maintain and keep at the registered office a register of members containing the following particulars with respect to each member:
 - 5.8.1 his name and address;
 - 5.8.2 the date at which he was entered in the register as a member and the date at which he ceased to be a member; and
 - 5.8.3 the class to which he belongs.
- 5.9 Membership is not transferable.
- 5.10 The provisions of any statutory regulations in relation to the register of members shall be observed by the Company and every member shall either sign a written consent to become a member or sign the register of members on becoming a member.
- 5.11 Subject to the articles, each member of the Company is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company.

6. CLASSES OF MEMBERSHIP

- 6.1 The Company shall have the following classes of membership:
 - 6.1.1 voluntary class;
 - 6.1.2 statutory class;

- 6.1.3 business class;
 - 6.1.4 individual class; and
 - 6.1.5 associate class.
- 6.2 The following shall apply in respect of each membership class:
- 6.2.1 **Voluntary Class**

Membership of the voluntary class shall be open to non-profit organisations, registered or exempt charities and other voluntary bodies.
 - 6.2.2 **Statutory Class**

Persons admitted into membership of the statutory class shall have the right to remain a member of the statutory class for a period not exceeding the life of the nominating committee or body or until such earlier time as the nominating committee or body shall in writing withdraw its nomination **provided that** in order that the Company shall not become subject to local authority influence for the purposes of section 69 of the Local Government and Housing Act 1989 the number of members of the statutory class shall not exceed 19 per cent. of the membership of the Company at any given time or such other percentage figure as shall at any given time be the maximum figure for the membership of the statutory class which will not make the Company subject to local authority influence.
 - 6.2.3 **Business Class**

Membership of the business class shall exclude any local authority or a company subject to local authority control or influence (as defined in sections 68 and 69 of the Local Government and Housing Act 1989) or other statutory authority body or organisation.
 - 6.2.4 **Individual Class**

Where possible, the membership of the individual class shall reasonably represent the composition of the community within the benefit area.
 - 6.2.5 **Associate Class**

Members of the associate class, while having the right to attend and speak at general meetings, shall not be entitled to vote nor to serve (save as co-optees) on the board.
- 6.3 The board may establish new classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.
- 6.4 Subject to article 6.5, the board may not directly or indirectly alter the rights or obligations attached to a class of membership.
- 6.5 The rights attached to a class of membership may only be varied if:
- 6.5.1 three quarters of the members of that class consent in writing to the variation; or
 - 6.5.2 a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.
- 6.6 The provisions in the articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

7. TERMINATION OF MEMBERSHIP

7.1 Membership is terminated if:

- 7.1.1 the member dies or, if it is an organisation, ceases to exist;
- 7.1.2 the member resigns by giving not less than seven clear days' notice in writing to the Company unless, after the resignation, there would be less than two members;
- 7.1.3 any sum due from the member to the Company is not paid in full within three months of it falling due;
- 7.1.4 the member is removed from membership by a resolution of the board that it is in the best interests of the Company that his membership is terminated. A resolution to remove a member from membership may only be passed if the member has been given at least 21 days' notice in writing of the meeting of the board at which the resolution will be proposed and the reasons why it is to be proposed; the member or, at the option of the member, the member's representative (who need not be a member) has been allowed to make representations to the meeting; or
- 7.1.5 being a member of the individual class, on the date on which he shall cease to be principally resident in the benefit area.

DECISION-MAKING BY MEMBERS

8. CONVENING GENERAL MEETINGS

- 8.1 The board may call general meetings and, on the requirement of members pursuant to the Act, shall call a general meeting (i) within 21 days from the date on which the trustees become subject to the requirement, and (ii) to be held on a date not more than 28 days after the date of the notice convening the meeting. Notice of a general meeting shall be given in accordance with article 56.
- 8.2 The Company must hold its first annual general meeting within eighteen months after the date of its incorporation.
- 8.3 An annual general meeting must be held in each subsequent year and not more than 15 months may elapse between successive annual general meetings.

9. LENGTH OF NOTICE

- 9.1 The minimum periods of notice required to hold a general meeting (other than an adjourned meeting) of the Company are:
 - 9.1.1 21 clear days for an annual general meeting or a general meeting called for the passing of a special resolution;
 - 9.1.2 14 clear days for all other general meetings.
- 9.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 per cent. of the total voting rights.

10. FORM OF NOTICE

The notice shall specify the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting. If the meeting is convened to consider a special resolution, the text of the resolution and the intention to propose the resolution as a special resolution shall also be specified. The notice of meeting shall also specify, with reasonable prominence, the members' rights to appoint one or more proxies under section 324 of the Act.

11. ENTITLEMENT TO RECEIVE NOTICE

Subject to the articles, the notice shall be given to all the members, trustees and auditors.

12. OMISSION TO SEND NOTICE

The accidental omission to give notice of a general meeting or to send, supply or make available any document or information relating to a meeting to, or the non-receipt of any such notice, document or information by, a person entitled to receive any such notice, document or information shall not invalidate the proceedings at that meeting.

13. ATTENDANCE, SPEAKING AND VOTING AT GENERAL MEETINGS

13.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

13.2 A person is able to exercise the right to vote at a general meeting when:

13.2.1 he is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

13.2.2 his 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.

13.3 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.

13.4 In determining attendance at a general meeting, it is immaterial whether any two or more members present at the meeting are in the same place as each other. A meeting held in this way is deemed to take place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

13.5 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.

13.6 Where, during any period when the Company has only one member, the member takes a decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting, the member must (unless that decision is taken by way of written resolution under article 28) provide the Company with a written record of that decision.

14. QUORUM

14.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the members present at the meeting do not constitute a quorum.

14.2 A quorum is whichever is the greater of:

14.2.1 4 members entitled to vote upon the business to be conducted at the meeting; or

14.2.2 one tenth of the total number of members registered in the register of members on the date on which notice of the meeting is given.

15. CHAIRING GENERAL MEETINGS

15.1 If the trustees have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

15.2 If the trustees have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within fifteen minutes of the time at which a meeting was due to start:

15.2.1 the deputy-chairman (if any); or

15.2.2 (if the trustees have not appointed a deputy-chairman, or if the deputy-chairman is unwilling to chair the meeting, or in his absence) the trustees present; or

15.2.3 (if no trustees are present), the meeting,

may appoint a trustee or member present to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

15.3 The person chairing a meeting in accordance with this article 15 is referred to as the "chairman of the meeting".

16. ATTENDANCE AND SPEAKING BY TRUSTEES AND NON-MEMBERS

16.1 Trustees may attend and speak at all general meetings.

16.2 The chairman of the meeting may permit other persons who are not:

16.2.1 members; or

16.2.2 otherwise entitled to exercise the rights of members in relation to general meetings; to attend and speak at a general meeting.

17. ADJOURNMENT

17.1 If:

17.1.1 a quorum is not present within half an hour from the time appointed for the meeting; or

17.1.2 during a meeting a quorum ceases to be present;

the meeting shall be adjourned to the same day in the next week at the same time and place in the first instance, or as the board thinks fit.

17.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

17.2.1 the meeting consents to an adjournment; or

17.2.2 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.

17.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

- 17.4 When adjourning a general meeting, the chairman of the meeting must:
- 17.4.1 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
 - 17.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 17.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it:
- 17.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
 - 17.5.2 containing the same information which such notice is required to contain.
- 17.6 If at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting the members present at that time shall constitute the quorum for that meeting.
- 17.7 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
- 18. VOTING**
- 18.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.
- 18.2 On a vote on a resolution:
- 18.2.1 on a show of hands at a meeting:
 - (a) every member present (but not being present by proxy) and entitled to vote on the resolution has one vote; and
 - (b) every proxy present who has been duly appointed by a member entitled to vote on the resolution has one vote, except where:
 - (i) that proxy has been duly appointed by more than one member entitled to vote on the resolution; and
 - (ii) the proxy has been instructed:
 - (A) by one or more of those members to vote for the resolution and by one or more of those members to vote against the resolution; or
 - (B) by one or more of those members to vote in the same way on the resolution (whether for or against) and one or more of those members has given the proxy discretion as to how to vote,
- in which case, the proxy has one vote for and one vote against the resolution; and
- 18.2.2 on a poll taken at a meeting, every member present and entitled to vote on the resolution has one vote.
- 18.3 In the case of an equality of votes on a show of hands or a poll, the chairman of the meeting shall not be entitled to a casting vote.

18.4 The Company is not obliged to verify that a proxy or representative of a member has acted in accordance with the terms of his appointment and any failure to so act shall not affect the validity of any proceedings at a meeting of the Company.

18.5 No member shall be entitled to vote at any general meeting unless all monies presently payable by him to the Company have been paid unless otherwise agreed by the board.

19. ERRORS AND DISPUTES

19.1 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.

19.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

20. CHAIRMAN OF THE MEETING'S DECLARATION

Unless a poll is duly demanded, a declaration by the chairman of the meeting that a resolution has or has not been passed or has or has not been passed by a particular majority 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. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with section 355 of the Act is also conclusive evidence of that fact without such proof.

21. DEMANDING A POLL

21.1 A poll on a resolution may be demanded:

21.1.1 in advance of the general meeting where it is to be put to the vote; or

21.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

21.2 Subject to the Act, a poll may be demanded at any general meeting by:

21.2.1 the chairman of the meeting;

21.2.2 at least two members present and having the right to vote on the resolution; or

21.2.3 a member or members present and representing not less than one-tenth of the total voting rights of all the members having the right to vote on the resolution.

21.3 A demand for a poll may be withdrawn if:

21.3.1 the poll has not yet been taken; and

21.3.2 the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

22. PROCEDURE ON A POLL

22.1 Subject to the articles, polls at general meetings must be taken when, where and in such manner as the chairman of the meeting directs.

22.2 The chairman of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.

- 22.3 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.
- 22.4 A poll on:
- 22.4.1 the election of the chairman of the meeting; or
 - 22.4.2 a question of adjournment,
- must be taken immediately.
- 22.5 A poll on any other question must be taken within thirty days of the poll being demanded.
- 22.6 A demand for a poll does not prevent a general meeting from continuing, except as regards the question on which the poll was demanded.
- 22.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.
- 22.8 In any other case, at least seven clear days' notice must be given specifying the time, date and place at which the poll is to be taken.

23. CONTENT OF PROXY NOTICES

- 23.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:
- 23.1.1 states the name and address of the member appointing the proxy;
 - 23.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 23.1.3 is signed by or on behalf of the member appointing the proxy, or authenticated in such manner as the board may determine; and
 - 23.1.4 is delivered to the Company in accordance with the articles and any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate.
- 23.2 The board may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 23.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 23.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 23.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 23.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

24. DELIVERY OF PROXY NOTICES

- 24.1 Any notice of a general meeting must specify the address or addresses ("**proxy notification address**") at which the Company will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.

- 24.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered by or on behalf of that person.
- 24.3 Subject to articles 24.4 and 24.5, a proxy notice must be delivered to a proxy notification address at any time before the start of the general meeting or adjourned meeting to which it relates.
- 24.4 In the case of a poll taken more than 48 hours after it is demanded, the notice must be delivered to a proxy notification address at any time before the time appointed for the taking of the poll.
- 24.5 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the proxy notice must be delivered:
- 24.5.1 to a proxy notification address at any time before the time appointed for the taking of the poll to which it relates; or
- 24.5.2 at the meeting at which the poll was demanded, to the chairman of the meeting, the company secretary (if any) or any trustee.
- 24.6 A proxy notice which is not delivered in accordance with this article 24 shall be invalid.
- 24.7 The board may require the production of any evidence which they consider necessary to determine the validity of any proxy notice.

25. REPRESENTATIVES

- 25.1 Any organisation that is a member may nominate any person to act as its representative at any meeting of the Company or for the purpose of trustee appointments and meetings of trustees.
- 25.2 A trustee, the company secretary (if any) or other person authorised for the purpose by the company secretary (if any) may require a representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.
- 25.3 No person shall be authorised to be the representative of more than one member organisation.

26. TERMINATION OF AUTHORITY

- 26.1 The termination of the authority of a person to act as proxy or as the duly authorised representative of a member does not affect whether he counts in deciding whether there is a quorum at a meeting, the validity of anything he does as chairman of a meeting, the validity of a poll demanded by him at a meeting, or the validity of a vote given by that person unless notice of the termination is given in writing by or on behalf of the member by whom or on whose behalf the representative was appointed or the proxy notice was given and is received by the Company at the office or, in the case of a proxy, the proxy notification address:
- 26.1.1 at any time before the start of the general meeting or adjourned meeting to which it relates;
- 26.1.2 (in the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded) at any time before the start of the general meeting or adjourned meeting to which it relates, or at the meeting at which the poll was demanded; or
- 26.1.3 (in the case of a poll taken more than 48 hours after it is demanded) at any time before the time appointed for taking the poll.

27. AMENDMENTS TO RESOLUTIONS

- 27.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 27.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - 27.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 27.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 27.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 27.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 27.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman of the meeting's error does not invalidate the vote on that resolution.

28. RESOLUTIONS IN WRITING

A resolution of the members (or of a class of members) may be passed as a written resolution in accordance with the Act.

TRUSTEES' POWERS AND RESPONSIBILITIES

29. COMPOSITION OF THE BOARD OF TRUSTEES

- 29.1 Save for the first trustees, a trustee must be a member of, or the representative of a member of, the voluntary class, statutory class, business class or individual class. For the avoidance of doubt, members of the associate class shall not be eligible to be appointed as trustee.
- 29.2 A trustee must be a natural person aged 16 years or older.
- 29.3 The board may co-opt up to five persons to serve for a term expiring at the end of the next annual general meeting of the Company or until removed.
- 29.4 Co-optees shall have the right to speak at meetings of the board but not to vote nor to act as chairman, deputy chairman or otherwise to preside at meetings of the board or any committee of the board.

30. POWERS OF TRUSTEES

- 30.1 Subject to any restrictions imposed by the Act, the Charities Act, the articles or any special resolution, the board shall manage the business of the Company and may exercise all the powers of the Company.
- 30.2 No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the trustees.
- 30.3 Any meeting of the board at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the trustees.

31. TRUSTEES MAY DELEGATE

- 31.1 Subject to the articles, trustees may delegate any of the powers which are conferred on them under the articles:
 - 31.1.1 to such person or committee;
 - 31.1.2 by such means (including by power of attorney or otherwise);
 - 31.1.3 to such an extent;
 - 31.1.4 in relation to such matters or areas; and
 - 31.1.5 on such terms and conditions,as they think fit.
- 31.2 If the board so specifies, any such delegation may authorise further delegation of the trustees' powers by any person to whom they are delegated.
- 31.3 Where a provision in the articles refers to the exercise of a power, authority or discretion by the trustees and that power, authority or discretion has been delegated by the trustees to a committee or a member of a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee or a member of a committee.
- 31.4 The board may revoke any delegation in whole or part, or alter its terms and conditions.

31.5 The conditions which the board may impose when delegating may, without limitation, include that:

31.5.1 the relevant powers are to be exercised exclusively by the committee to whom the delegation is made;

31.5.2 no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the board.

31.6 All acts and proceedings of any committees shall be fully and promptly reported to the board.

32. COMMITTEES

32.1 Committees to which the trustees delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by trustees.

32.2 The board may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

32.3 The board shall establish the Isle of Dogs Panel in accordance with article 4.1.24.

DECISION-MAKING BY TRUSTEES

33. CALLING A TRUSTEES' MEETING

33.1 The trustees may regulate their proceedings as they think fit, subject to the provisions of the articles, but must hold at least four meetings in each year.

33.2 Any trustee may call a board meeting by giving notice of the meeting to the trustees or by authorising the company secretary (if any) to give such notice.

33.3 Notice of any board meeting must indicate:

33.3.1 its proposed date and time;

33.3.2 where it is to take place; and

33.3.3 if it is anticipated that trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

33.4 Notice of a board meeting must be given to each trustee and may (but need not) be in writing.

33.5 Notice of a board meeting need not be given to a trustee who waives his entitlement to receive notice of that meeting by giving notice to that effect to the Company at any time prior to or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

33.6 If the Company only has one trustee for the time being, the trustee may (for so long as he remains the sole trustee) exercise all the powers conferred on the board by the articles by any means permitted under the Act. For the purpose of this article, the quorum for the transaction of business by a sole trustee is one, and all other provisions of the articles apply with any necessary modification (unless a provision expressly provides otherwise).

34. PARTICIPATION IN BOARD MEETINGS

34.1 Subject to the articles, trustees "**participate**" in a board meeting, or part of a board meeting, when:

- 34.1.1 the meeting has been called and takes place in accordance with the articles; and
- 34.1.2 each trustee can communicate to the others any information or opinions he has on any particular item of the business of the meeting.
- 34.2 In determining whether trustees are participating in a board meeting, it is irrelevant where any trustee is or how the trustees communicate with each other.
- 34.3 If all the trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place where the largest group of those participating is assembled, or if there is no such group, where the chairman of the meeting then is.
- 34.4 A meeting may be held by suitable electronic means agreed by the board in which each participant may communicate with all the other participants.

35. QUORUM FOR BOARD MEETINGS

- 35.1 No decision may be made by a board meeting unless a quorum is present at the time the decision is purported to be made. "**Present**" includes being present by suitable electronic means agreed by the board in which a participant or participants may communicate with all the other participants.
- 35.2 Subject to article 33.6, the quorum for the transaction of business at a board meeting may be fixed from time to time by a decision of the board and unless otherwise fixed it is five, with a minimum of one trustee present from each membership class eligible for representation on the board.
- 35.3 Subject to article 33.6, if the total number of trustees for the time being in office is less than the quorum required for board meetings, the board must not take any decision other than a decision:
 - 35.3.1 to appoint further trustees; or
 - 35.3.2 to call a general meeting so as to enable the members to appoint further trustees.

36. CHAIRING TRUSTEES' MEETINGS

- 36.1 The board may appoint a trustee to chair their meetings.
- 36.2 The person so appointed for the time being is known as the "**Chairman**".
- 36.3 The board may terminate the chairman's appointment at any time.
- 36.4 If the chairman is not participating in a board meeting within 10 minutes of the time at which it was to start, the deputy-chairman (if any) shall chair the board meeting or, if he is not present, the participating trustees may appoint one of themselves to chair it.
- 36.5 The board may appoint up to two deputy chairmen from amongst the trustees. The board may terminate the appointment of a deputy chairman at any time.

37. VOTING BY TRUSTEES

- 37.1 Subject to the articles, a decision is taken at a board meeting by a majority of votes of participating trustees.
- 37.2 Subject to the articles, each trustee participating at a board meeting has one vote.

- 37.3 Without prejudice to the obligation of a trustee to disclose his interest in accordance with article 42, a trustee may vote at any board meeting or meeting of a committee of trustees on any resolution concerning a matter in relation to which he has, directly or indirectly, an interest or duty, subject to article 43 and the terms on which such authorisation is given. Subject to the foregoing, the relevant trustee shall be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote shall be counted.
- 37.4 Subject to article 37.5, if a question arises at a board meeting or meeting of a committee of trustees as to the right of any trustee to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any trustee other than the chairman is to be final and conclusive.
- 37.5 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the trustees at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or part of the meeting) for voting or quorum purposes.

38. VALIDITY OF TRUSTEES' DECISIONS

- 38.1 Subject to article 38.2, all acts done by a board meeting, or a meeting of a committee of trustees, shall be valid notwithstanding the participation in any vote of a trustee:
- 38.1.1 who was disqualified from holding office;
 - 38.1.2 who had previously retired or who had been obliged by the constitution to vacate office;
 - 38.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;
- if without:
- 38.1.4 the vote of that trustee; and
 - 38.1.5 that trustee being counted in the quorum,
- the decision has been made by a majority of the trustees at a quorate meeting.
- 38.2 Article 38.1 does not permit a trustee or a connected person to keep any benefit that may be conferred upon him by a resolution of the board or of a committee of trustees if, but for article 38.1, the resolution would have been void.

39. CHAIRMAN'S CASTING VOTE AT TRUSTEES' MEETINGS

- 39.1 If the numbers of votes at a board meeting for and against a proposal are equal (ignoring any votes which are to be discounted in accordance with the articles, section 175(6) of the Act or pursuant to the terms of any authorisation given under section 175 of the Act), the chairman or other trustee chairing the meeting has a casting vote.
- 39.2 Article 39.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the articles, the chairman or other trustee is not to be counted as participating in the decision-making process for quorum or voting purposes.

40. PROPOSING A TRUSTEES' WRITTEN RESOLUTION

- 40.1 Any trustee may propose a trustees' written resolution.

- 40.2 The company secretary (if any) must propose a trustees' written resolution if a trustee so requests.
- 40.3 A trustees' written resolution is proposed by giving notice of the resolution to the trustees.
- 40.4 Notice of a proposed trustees' written resolution must include:
- 40.4.1 the proposed resolution;
 - 40.4.2 the time by which it is proposed that the board should adopt it; and
 - 40.4.3 the manner in which trustees can indicate their agreement in writing to it, for the purposes of article 41.
- 40.5 Notice of a proposed trustees' written resolution must be given in writing to each trustee.

41. ADOPTION OF TRUSTEES' WRITTEN RESOLUTIONS

- 41.1 A proposed trustees' written resolution is adopted when all the trustees who would have been entitled to vote on the resolution at a board meeting have signed one or more copies of it or have otherwise indicated their agreement in writing to it, provided that those trustees would have formed a quorum at such a meeting. A trustee indicates his agreement in writing to a proposed trustees' written resolution when the Company receives from him an authenticated document identifying the resolution to which it relates and indicating the trustee's agreement to the resolution, in accordance with section 1146 of the Act. Once a trustee has so indicated his agreement, it may not be revoked.
- 41.2 A trustee may sign or otherwise indicate his agreement to the written resolution before or after the time by which the notice proposed that it should be adopted.
- 41.3 Once a trustees' written resolution has been adopted, it must be treated as if it had been a decision taken at a board meeting in accordance with the articles.

42. DECLARATION OF TRUSTEES' INTERESTS

A trustee must declare the nature and extent of any interest, direct or indirect, which he 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. A trustee must absent himself from any discussions of the trustees in which it is possible that a conflict will arise between his duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

43. CONFLICTS OF INTERESTS

- 43.1 If a conflict of interest 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, the unconflicted trustees may authorise such a conflict of interests where the following conditions apply:
- 43.1.1 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;
 - 43.1.2 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
 - 43.1.3 the unconflicted trustees consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.

- 43.2 In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person 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.

APPOINTMENT OF TRUSTEES

44. NUMBER OF TRUSTEES

On and with effect from the first anniversary of the Merger, the number of the board shall not be less than nine nor more than fifteen excluding any persons co-opted pursuant to article 29.3.

45. METHODS OF APPOINTING TRUSTEES

- 45.1 Subject to articles 29 and 46, any person who is willing to act as a trustee, and is permitted by law to do so, may be appointed to be a trustee:

45.1.1 by a decision of the board; or

45.1.2 by ordinary resolution.

46. BOARD REPRESENTATION

- 46.1 Save for the first trustees, the board shall appoint as trustees individuals who satisfy the following representation criteria:

46.1.1 representatives of registered or exempt charities **provided** that such representatives are a current employee or a member of the management committee representative of the relevant organisation;

46.1.2 representatives of statutory, local government and publicly regulated organisations that do not trade for a profit **provided that** the representative is a duly appointed representative of the relevant organisation;

46.1.3 representatives of established trading businesses and social enterprises regulated under the Act **provided that** such representatives are a current employee, trustee or partner of the business; or

46.1.4 members of the individual class who, in the opinion of the board, are reasonably representative of the composition of the community within the benefit area.

- 46.2 Subject to satisfying the requirements in article 46.1, individuals who are members of, or representatives of members of, the voluntary class, statutory class, business class and individual class shall be considered for election to the board when there is a vacancy in their membership class.

- 46.3 The board shall manage the recruitment of trustees by identifying potential candidates from among the membership. Any appointment to the board shall be at the absolute discretion of the board and shall be made based on the skills and experience required by the board and any decisions shall be reported back to members at the following annual general meeting for ratification by:

46.3.1 the relevant class of members, in the case of a trustee appointed from the voluntary class, statutory class and business class; or

46.3.2 all members, in the case of a trustee appointed from the individual class.

- 46.4 The Company shall aim to maintain equal representation on the board from the voluntary class, statutory class or business class. Representation on the board from the individual class shall be determined at the sole discretion of the board.

47. TERMINATION OF TRUSTEE'S APPOINTMENT

- 47.1 A person ceases to be a trustee as soon as:
- 47.1.1 the relevant class of members do not ratify his appointment in accordance with article 46.3;
 - 47.1.2 he ceases to be a trustee by virtue of any provision of the Act or is prohibited from being a trustee by law;
 - 47.1.3 a bankruptcy order is made against him;
 - 47.1.4 he ceases to be a member of, or a representative of a member of, the voluntary class, statutory class or business class, or any other membership class that may from time to time become eligible for appointment to the board;
 - 47.1.5 a registered medical practitioner gives a written opinion to the Company stating that he has become physically or mentally incapable of acting as a trustee and may remain so for more than three months;
 - 47.1.6 by reason of his mental health, a court makes an order which wholly or partly prevents him from personally exercising any powers or rights which he would otherwise have;
 - 47.1.7 he has been absent without permission of the board from three consecutive board meetings, and the board resolves that that he should cease to be a trustee;
 - 47.1.8 notification is received by the Company from the trustee that he is resigning from office as a trustee, and such resignation has taken effect in accordance with its terms; or
 - 47.1.9 he has reached the expiry of his term of office, unless reappointed.

48. RETIREMENT OF TRUSTEES

- 48.1 Each trustee then in office shall retire on the first anniversary of the Merger unless, subject to article 44, on or prior to such date he is reappointed by the board.
- 48.2 Each trustee shall retire on the third anniversary of his appointment or in the case of a trustee reappointed in accordance with article 48.1, on the second anniversary of such re-appointment.
- 48.3 Any trustee retiring under article 48.2 shall be eligible to be reappointed for a further term of three years, **provided that** the maximum period he may serve as a trustee is nine years from his initial appointment.

49. REMUNERATION OF TRUSTEES

- 49.1 The board must not be paid any remuneration.

50. EXPENSES OF TRUSTEES AND THE COMPANY SECRETARY

- 50.1 The Company may pay any reasonable expenses which the trustees and the company secretary (if any) properly incur in connection with their attendance at:
- 50.1.1 meetings of the board or committees of trustees; or

50.1.2 general meetings,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

ADMINISTRATIVE ARRANGEMENTS

51. SEAL

51.1 Any common seal may only be used by the authority of the board or of a committee of trustees authorised by the board.

51.2 The board may decide by what means and in what form any common seal is to be used.

51.3 Unless otherwise decided by the board, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

51.4 For the purposes of article 51.3, an authorised person is:

51.4.1 any trustee;

51.4.2 the company secretary (if any); or

51.4.3 any person authorised by the board for the purpose of signing documents to which the common seal is applied.

52. MINUTES

52.1 The board or the company secretary (if any) must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision:

52.1.1 of all appointments of officers made by the board;

52.1.2 of every decision taken by the board, including by written resolution, and any committee of the board; and

52.1.3 of all proceedings of general meetings of the Company and any class of members in the Company.

52.2 The Company shall also keep records comprising copies of all resolutions of members passed otherwise than at general meetings and of details provided to the Company of decisions taken by a sole member. All such records must be kept for at least 10 years from the date of the meeting or resolution or decision (as appropriate).

53. OFFICERS

53.1 The board may appoint a treasurer and such other officers as they may decide and any treasurer or other officer so appointed may be removed by the board by reasonable notice.

53.2 Subject to the provisions of the Act and the articles, the appointment of any officer may be on such reasonable terms as to remuneration and other matters and subject to such conditions as the board shall from time to time determine.

54. COMPANY SECRETARY

Subject to the provisions of the Act and these articles, the secretary may be appointed by the board on such reasonable terms as to remuneration and other matters and subject to such

conditions as the board shall from time to time determine; and any secretary so appointed may be removed by the board by reasonable notice.

55. ACCOUNTS, ANNUAL REPORT AND RETURNS

55.1 The board must comply with the requirements of the Act, the Charities Act and any other applicable statutory requirements with regard to the:

55.1.1 keeping of accounting records and the preparation of annual accounts, annual reports, and an annual return; and

55.1.2 transmission to the Registrar of Companies and the Charity Commission of copies of the annual accounts, annual report and annual return.

55.2 The board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulation the accounts and books of the Company or any of them shall be open to the inspection of members not being trustees, and no member (not being a trustee) shall have any right of inspecting any account or book or document of the Company except as conferred by the Company in general meeting.

56. NOTICES

56.1 Save where the articles expressly require otherwise, any notice, document or information to be sent or supplied by or to the Company pursuant to the Act, the articles or otherwise may be sent or supplied in accordance with the Act. Nothing in this article 56 affects any provision of the Act or any other legislation or any other provision of the articles requiring notices, documents or information to be delivered in a particular way.

56.2 A notice, document or information sent by post from an address within the United Kingdom to another address within the United Kingdom is deemed to have been given to, and received by, the intended recipient on the next business day after posting, if pre-paid as first class post.

56.3 A notice, document or information sent by pre-paid airmail post between different countries is deemed to have been given to, and received by, the intended recipient on the third business day after posting.

56.4 A notice, document or information not sent by post but delivered by hand (which shall, for the avoidance of doubt, include delivery by courier) to the intended recipient's registered address or address for service is deemed to have been given to, and received by, the intended recipient on the business day it is left or, if delivered on a day other than a business day, on the next business day after it was so left.

56.5 A notice, document or information sent by electronic means to an email address or a fax number specified for the purpose by the intended recipient is deemed to have been given to, and received by, the intended recipient 24 hours after it was sent.

56.6 A notice, document or information sent or supplied by the Company by means of a website is deemed to have been given to, and received by, the intended recipient when (i) the material was first made available on the website or (ii) if later, when the recipient received (or, in accordance with this article 56 is deemed to have received) notification of the fact that the material was available on the website.

56.7 A notice, document or information sent, served or delivered by any other means authorised in writing by the recipient is deemed to have been sent when the sender has taken the action it has been authorised to take for that purpose.

56.8 A Post Office certificate of posting for a properly addressed and stamped envelope containing the notice, document or information is conclusive evidence that the notice, document or

information was so sent or supplied. A printed copy of a notice, document or information sent or supplied by electronic means indicates that it was properly addressed and sent (and showing the time of sending or transmission) is conclusive evidence that the notice, document or information was so sent or supplied.

- 56.9 A member present at a meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

57. CAPITAL EXPENDITURE

With the exception of funds derived from the LDDC Endowments, and subject to and in accordance with the terms and conditions under which individual funds were established, the business of the Company shall be carried on so that, in addition to all income, up to but no more than 5 per cent. (or such other percentage as the board may decide from time to time) of the capital value of the assets of the Company may be expended in any calendar year in pursuance of the objects. Where there is any doubt whether monies are of an income or a capital nature, the board shall in its absolute discretion decide.

58. EQUAL OPPORTUNITY

- 58.1 It is the policy of the Company to respect the equal treatment of all persons irrespective of race, nationality, ethnic or national origin, religious affiliation, age, sex, mental or physical disability, marital status or sexual orientation.
- 58.2 The Company welcomes applications for grants within its objects from all sections of the community and seeks to fulfil this commitment to equal opportunities through procedures which are consistent and equitable and which recognise the merits and advantages of each application in bringing practical and lasting improvements to people's lives and the communities in which they live.
- 58.3 The Company is committed to the promotion of equal opportunities and to ensuring that the resources, talent and skills of all employees are maximised. The policy of the Company is to treat all employees with respect and dignity and to ensure that they work in an environment free of sexual or racial harassment. The Company seeks to fulfil this commitment to equal opportunities through the application of policies and procedures which are consistent and equitable and which recognise the integrity and ability of each individual.

59. RULES

- 59.1 The trustees may from time to time make such rules or by-laws (and amend and repeal the same) as they may deem necessary or expedient for the proper conduct and management of the Company, and for the purposes of prescribing classes and conditions of membership including:
- 59.1.1 the admission and classification of members, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
 - 59.1.2 the conduct of members in relation to one another, and to the Company's employees;
 - 59.1.3 the setting aside of the whole or any part of the Company's premises at any particular time for any particular purpose;
 - 59.1.4 the procedure at general meetings, board meetings and committees in so far as such procedures are not regulated by these articles, including in regard to general meetings;
 - 59.1.5 the extent, if any, to which provisions of the records of the Company may be made available for public inspection and meetings of the Company open to the public; and

59.1.6 such matters as are commonly the subject matter of Company rules.

59.2 The Company in general meeting has the power to alter, add to or repeal the rules or by-laws.

59.3 The board must adopt such means as it thinks sufficient to bring the rules and by-laws to the notice of members.

59.4 The rules or by-laws shall be binding on all members. No rule or by-law shall be inconsistent with, or shall affect or repeal anything contained in, the articles.

60. DISPUTES

If a dispute arises between members about the validity or propriety of anything done by the members under these articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

61. DISSOLUTION

61.1 The members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred:

61.1.1 directly for the objects; or

61.1.2 by transfer to any charities for purposes similar to the objects; or

61.1.3 to any charities for use for particular purposes that fall within the objects.

61.2 Subject to any such resolution of the members, the board may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Company be applied or transferred:

61.2.1 directly for the objects; or

61.2.2 by transfer to any charities for purposes similar to the objects; or

61.2.3 to any charities for use for particular purposes that fall within the objects.

61.3 In no circumstances shall the net assets of the Company be paid to or distributed among the members (except to a member that is itself a charity) or any other charity and if no resolution in accordance with article 61.1 is passed by the members or in accordance with article 61.2 by the board the net assets of the Company shall be applied for charitable purposes as directed by the Court or the Charity Commission.

TRUSTEES' INDEMNITY AND INSURANCE

62. INDEMNITY OF OFFICERS AND FUNDING TRUSTEES' DEFENCE COSTS

62.1 To the extent permitted by the Act and without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a trustee or other officer of the Company other than any person (whether or not an officer of the Company engaged by the Company as auditor) shall be and shall be kept indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him (whether in connection with any negligence, default, breach of duty or breach of trust by him or otherwise as a trustee or such other officer of the Company in relation to the Company or its affairs) **provided that** such indemnity shall not apply in respect of any liability incurred by him:

- 62.1.1 to the Company;
 - 62.1.2 to pay a fine imposed in criminal proceedings;
 - 62.1.3 to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (howsoever arising);
 - 62.1.4 in defending any criminal proceedings in which he is convicted;
 - 62.1.5 in defending any civil proceedings brought by the Company, or an associated company, in which judgment is given against him; or
 - 62.1.6 in connection with any application under any of the following provisions in which the court refuses to grant him relief, namely:
 - (a) section 661(3) or (4) of the Act (acquisition of shares by innocent nominee); or
 - (b) section 1157 of the Act (general power to grant relief in case of honest and reasonable conduct).
- 62.2 In articles 62.1.4, 62.1.5, or 62.1.6 the reference to a conviction, judgment or refusal of relief is a reference to one that has become final. A conviction, judgment or refusal of relief becomes final:
- 62.2.1 if not appealed against, at the end of the period for bringing an appeal; or
 - 62.2.2 if appealed against, at the time when the appeal (or any further appeal) is disposed of.
- An appeal is disposed of if:
- (a) it is determined and the period for bringing any further appeal has ended; or
 - (b) it is abandoned or otherwise ceases to have effect.
- 62.3 Without prejudice to article 62.1 or to any indemnity to which a trustee may otherwise be entitled, and to the extent permitted by the Act and otherwise upon such terms and subject to such conditions as the board may in their absolute discretion think fit, the board shall have the power to make arrangements to provide a trustee with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with an application under section 1157 of the Act (general power to grant relief in case of honest and reasonable conduct) or in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority or to enable a trustee to avoid incurring any such expenditure.

63. POWER TO PURCHASE INSURANCE

To the extent permitted by the Act, the board may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was a trustee or a secretary (if any) of the Company, indemnifying him and keeping him indemnified against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company.