

**ACCESS CORBY**  
(Company Number 8364264)

**Extraordinary General Meeting**  
**held on Wednesday 15 April 2015 at 14.05pm**  
**in the Old TA Building, Corby**

**Present** Hugh Fenton (Chair)  
Rachel Bradshaw-Wilson  
Sonia Bray

**Apologies** John Bruce  
Debbie Egan  
Hamida  
Jonathan Teshola  
Cindy Wrighting  
Sue Watts



**1 Welcome / Apologies**

Hugh welcomed all to the meeting Apologies, as above, were noted

From the Proxy voting forms received, members were represented as follows

Accommodation Concern	Rachel Bradshaw-Wilson
Corby & Kettering Citizens	Hugh Fenton
Advice Bureau	
Corby VCS	Hugh Fenton
Wellingborough & East Northants	
Womens Aid	Hugh Fenton

**2 Amendment to the Articles**

Based on a suggestion from the Charity Commission, the Board recommended the approval of the replacement in entirety of the Objects and Powers with the wording as follows

**2 Objects**

**2 1** The objects of the company are

**2 1 1** To promote the voluntary sector and to promote the efficiency and effectiveness of other charitable organisations for the benefit of the public in the area of Corby and surrounding areas by

- i liaising between charities, voluntary organisations, government agencies and other groups on relevant issues,
- ii providing training, conferences and seminars on subjects relevant to their efficiency,
- iii identifying their needs and establishing projects or policies to address them,
- iv assisting in the administration of funding programmes to charities and voluntary organisations, monitoring for grants, recommending grants, assisting in applications for grants,
- v providing information to the press and the public on the operation of, or problems encountered by them,
- vi providing services to them such as legal, accountancy and management advice services,
- vii providing advice and information on fund-raising techniques appropriate for voluntary organisations and charities,
- viii acting as a representative in relation to government policies and legislation

'The Voluntary Sector' means charities and voluntary organisations

**Charities** are organisations, which are established for exclusively charitable purposes in accordance with the law of England and Wales

**Voluntary organisations** are independent organisations, which are established for purposes that add value to the community as a whole, or a significant section of the community, and which are not permitted by their constitution to make a profit for private distribution. Voluntary organisations do not include local government or other statutory authorities

2 1 2 To support such other charitable purposes for the public benefit which are charitable according to the laws of England and Wales as the trustees may in their absolute discretion determine

### 3 Powers

- 3 1 The Company has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the Company has the power

- 3.1 1 to act as a consortium for its Members within the Area in order to assist its Members with tendering for grants and contracts made available for use in the Borough of Corby and surrounding areas by statutory authorities and other agencies for charitable causes,
- 3 1.2 to promote any charitable purposes for the benefit of the inhabitants of the Area and elsewhere, including but not limited to the relief of poverty, distress and illness, the advancement of education and training, the preservation and protection of health, the promotion of social inclusion, the advancement of community cohesion, and the preservation and conservation of the environment,
- 3 1 3 to promote such purposes as are charitable according to the laws of England and Wales for the benefit of the public as may from time to time be determined. The Company shall be non-party in politics and non-sectarian in religion,
- 3 1 4 to provide all human, financial and material resources of whatsoever kind and giving such advice and practical assistance as shall be considered appropriate for that purpose,
- 3 1 5 to co-operate and form partnerships with other organisations in the public, private and voluntary sectors and exchange information and advice with them,
- 3 1 6 to provide or assist in providing administrative facilities and support to its Members in order for its Members to carry out charitable activities,
- 3 1 7 to promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, courses, meetings, seminars, broadcasts, displays or classes,
- 3.1.8 to write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities,
- 3 1 9 to promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results,
- 3 1 10 to provide or procure consultancy or advisory services to its Members,
- 3 1 11 to raise funds and receive and accept contributions by way of donations and grants and otherwise and accept and receive gifts or property of any description whether subject to any special trust or not. In doing so, the Company must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations,
- 3 1 12 to buy, take on lease or in exchange, hire or otherwise acquire any property and maintain and equip it for use,

- 3 1 13 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 117 and 122 of the Charities Act 2011,
- 3 1 14 to borrow money and 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 124 to 126 of the Charities Act 2011 if it wishes to mortgage land,
- 3 1 15 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them,
- 3 1 16 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects of the Company,
- 3 1 17 to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity,
- 3.1 18 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves,
- 3 1 19 to employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may employ or remunerate a director only to the extent it is permitted to do so by these Articles,
- 3 1 20 to
- (a) deposit or invest funds,
  - (b) employ a professional fund-manager, and
  - (c) arrange for the investments or other property of the Company to be held in the name of a nominee,
- in the same manner and subject to the same conditions as the trustees of a trust are permitted to do under the Trustee Act 2000,
- 3 1 21 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011,
- 3 1 22 to pay out of the funds of the Company the costs of forming and registering the Company both as a company and a charity,
- 3 1 23 to provide to its Members all human and material resources of whatsoever kind and give such advice and practical assistance as shall be considered appropriate,

- 3 1 24 make any reasonable charges for services provided by the Company,
- 3 1 25 construct, alter, pull down and convert such buildings as may be necessary or convenient for the work of the Company,
- 3 1 26 establish and support or aid in the establishment and support, of any other charitable organisation within the Area by subscribing, lending or guaranteeing money or property for the charitable purposes of such organisations, provided that the Trustees seek the advice of a Financial Expert before carrying out such activities and provided always that such activities promote the Objects,
- 3 1 27 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Company's objects),
- 3 1 28 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body,
- 3 1 29 undertake and execute any charitable trusts,
- 3 1 30 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments,
- 3 1.31 purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or unincorporated with objects similar to the Company's objects,
- 3 1 32 do all such other lawful things as shall further the Company's objects

This was agreed by all present

It will now be submitted to Companies House and, when listed by Companies House, will be sent to the charity Commission in support of our application to become a Registered Charity

The meeting closed at 14 10pm

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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**Articles of Association  
of  
Access Corby**

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## **The Companies Act 2006**

### **Company Limited by Guarantee and not having a Share Capital**

#### **Articles of Association of Access Corby**

##### **INTERPRETATION**

##### **1 Defined terms**

- 1 1 In the Articles, unless the context requires otherwise, the following terms shall have the following meanings

<b>Term</b>	<b>Meaning</b>
<b>"Address"</b>	includes a number or address used for the purposes of sending or receiving documents by Electronic Means,
<b>"AGM"</b>	Annual General Meeting of the Company,
<b>"Area"</b>	The Borough of Corby,
<b>"Articles"</b>	the Company's articles of association,
<b>'authorised representative'</b>	means an individual who is authorised by a member organisation to act on its behalf at meetings of the Company and whose name is given by the member organisation in Writing to the Company Any such notice of the appointment (or removal) of an authorised representative constitutes conclusive evidence of that person's appointment (or removal),
<b>"Board"</b>	the Board of Trustees for the time being of the Company,
<b>"Chair"</b>	has the meaning given in Article 10,
<b>"Commission"</b>	Means the Charity Commission for England and Wales
<b>"Company"</b>	Access Corby,
<b>"Circulation Date"</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts,
<b>"Co-opted Trustee"</b>	a Trustee co-opted on to the Board in accordance with Article 28,
<b>"Clear Days"</b>	in relation to the period of a 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,

<b>"Companies Acts"</b>	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company,
<b>"Conflict of Interest"</b>	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company,
<b>"Connected Person"</b>	any person falling within one of the following categories <ul style="list-style-type: none"> <li>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, or</li> <li>(b) the spouse or civil partner of any person in (a), or</li> <li>(c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b), or</li> <li>(d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital,</li> </ul> where payment to that person might result in the Trustee obtaining benefit,
<b>"Document"</b>	any document including, unless otherwise specified, any document sent or supplied in Electronic Form,
<b>"Elected Trustee"</b>	a Trustee appointed to the Board in accordance with Article 27,
<b>"Electronic Form" and "Electronic Means"</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006,
<b>"Financial Expert"</b>	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000,
<b>"Hard Copy" and "Hard Copy Form"</b>	have the meanings respectively given to them in the Companies Act 2006,



<b>"Member"</b>	means a member of the Company,
<b>"Month"</b>	means calendar month,
<b>"Objects"</b>	mean the Objects of the Company as defined in Article 2
<b>"Office"</b>	the registered office of the Company,
<b>"Proxy Notice"</b>	has the meaning given in Article 48,
<b>"Secretary"</b>	the secretary of the Company (if any),
<b>"Subsidiary Company"</b>	any company in which the Company holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company,
<b>"Trustee"</b>	a director of the Company, and includes any person occupying the position of director, by whatever name called,
<b>"Writing"</b>	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

1.2 Subject to Article 1.3 any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it

1.3 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company

## **OBJECTS AND POWERS**

### **2 Objects**

2.1 The objects of the company are

2.1.1 To promote the voluntary sector and to promote the efficiency and effectiveness of other charitable organisations for the benefit of the public in the area of Corby and surrounding areas by

- i liaising between charities, voluntary organisations, government agencies and other groups on relevant issues,
- ii providing training, conferences and seminars on subjects relevant to their efficiency,
- iii identifying their needs and establishing projects or policies to address them,

- iv assisting in the administration of funding programmes to charities and voluntary organisations, monitoring for grants, recommending grants, assisting in applications for grants;
- v providing information to the press and the public on the operation of, or problems encountered by them,
- vi providing services to them such as legal, accountancy and management advice services,
- vii providing advice and information on fund-raising techniques appropriate for voluntary organisations and charities,
- viii acting as a representative in relation to government policies and legislation

'The Voluntary Sector' means charities and voluntary organisations

**Charities** are organisations, which are established for exclusively charitable purposes in accordance with the law of England and Wales

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2 1 2 To support such other charitable purposes for the public benefit which are charitable according to the laws of England and Wales as the trustees may in their absolute discretion determine.

### 3 Powers

3.1 The Company has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the Company has the power

3 1 1 to act as a consortium for its Members within the Area in order to assist its Members with tendering for grants and contracts made available for use in the Borough of Corby and surrounding areas by statutory authorities and other agencies for charitable causes,

- 3 1 2 to promote any charitable purposes for the benefit of the inhabitants of the Area and elsewhere, including but not limited to the relief of poverty, distress and illness, the advancement of education and training, the preservation and protection of health, the promotion of social inclusion, the advancement of community cohesion, and the preservation and conservation of the environment,
- 3 1 3 to promote such purposes as are charitable according to the laws of England and Wales for the benefit of the public as may from time to time be determined The Company shall be non-party in politics and non-sectarian in religion,
- 3 1 4 to provide all human, financial and material resources of whatsoever kind and giving such advice and practical assistance as shall be considered appropriate for that purpose,
- 3 1 5 to co-operate and form partnerships with other organisations in the public, private and voluntary sectors and exchange information and advice with them,
- 3 1 6 to provide or assist in providing administrative facilities and support to its Members in order for its Members to carry out charitable activities,
- 3 1 7 to promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, courses, meetings, seminars, broadcasts, displays or classes,
- 3 1 8 to write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities,
- 3 1 9 to promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results,
- 3 1 10 to provide or procure consultancy or advisory services to its Members,
- 3 1.11 to raise funds and receive and accept contributions by way of donations and grants and otherwise and accept and receive gifts or property of any description whether subject to any special trust or not In doing so, the Company must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations,
- 3 1 12 to buy, take on lease or in exchange, hire or otherwise acquire any property and maintain and equip it for use,
- 3 1 13 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 117 and 122 of the Charities Act 2011,

3 1.14 to borrow money and 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 124 to 126 of the Charities Act 2011 if it wishes to mortgage land;

3 1.15 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them,

3 1 16 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects of the Company,

3 1 17 to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity,

3 1 18 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves,

3 1.19 to employ and remunerate such staff as are necessary for carrying out the work of the Company The Company may employ or remunerate a director only to the extent it is permitted to do so by these Articles,

3.1 20 to

(a) deposit or invest funds,

(b) employ a professional fund-manager, and

(c) arrange for the investments or other property of the Company to be held in the name of a nominee,

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do under the Trustee Act 2000,

3 1 21 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011,

3 1 22 to pay out of the funds of the Company the costs of forming and registering the Company both as a company and a charity,

3 1 23 to provide to its Members all human and material resources of whatsoever kind and give such advice and practical assistance as shall be considered appropriate,

3 1 24 make any reasonable charges for services provided by the Company,

3 1 25 construct, alter, pull down and convert such buildings as may be necessary or convenient for the work of the Company;

- 3 1 26 establish and support or aid in the establishment and support, of any other charitable organisation within the Area by subscribing, lending or guaranteeing money or property for the charitable purposes of such organisations, provided that the Trustees seek the advice of a Financial Expert before carrying out such activities and provided always that such activities promote the Objects,
- 3 1 27 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Company's objects),
- 3 1 28 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body,
- 3 1 29 undertake and execute any charitable trusts,
- 3 1 30 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments,
- 3 1 31 purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or unincorporated with objects similar to the Company's objects,
- 3 1 32 do all such other lawful things as shall further the Company's objects

## **LIMITATION ON PRIVATE BENEFITS**

### **4 Limitation on private benefits**

- 4 1 The income and property of the Company shall be applied solely towards the promotion of its objects

#### ***Permitted benefits to Members***

- 4 2 Except as provided below no part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member This shall not prevent any payment in good faith by the Company to a Member, who is not also a Trustee, of
  - 4 2 1 any payments made to any Member which is a charity or in his, her or its capacity as a beneficiary of the Company,
  - 4 2 2 reasonable and proper remuneration to any Member for any goods or services supplied to the Company (including services performed by the Member under a contract of employment with the Company),

4 2 3 interest at a reasonable and proper rate on money lent by any Member to the Company, and

4 2 4 any reasonable and proper rent for premises let by any Member to the Company

***Permitted benefits to Trustees and Connected Persons***

4 3 Unless the payment is permitted by Article 4 4 no Trustee or Connected Person may

4 3 1 buy any goods or services from the Company on terms preferential to those applicable to the members of the public,

4 3 2 sell goods, services or any interest in land to the Company,

4 3 3 be employed by, or receive any remuneration from, the Company, or

4 3 4 receive any other financial benefit from the Company,

unless the payment is permitted by these Articles or is authorised by the court or the Commission. In this article "financial benefit" means a benefit, direct or indirect, which is either money or has monetary value

4 4 A Trustee may receive the following benefits from the Company

4 4 1 a Trustee or Connected Person may receive a benefit from the Company or Subsidiary Company in his, her or its capacity as a beneficiary of the Company or Subsidiary Company provided that a majority of the directors do not benefit in this way,

4 4 2 a Trustee may be reimbursed by the Company for, or may pay out of the Company's property, reasonable expenses properly incurred by him or her when acting on behalf of the Company,

4 4 3 a Trustee or Connected Person may be paid reasonable and proper remuneration by the Company for any goods or services supplied to the Company on the instructions of the Trustees (excluding the service of acting as Trustee and services performed by a Trustee under a contract of employment with the Company or Subsidiary Company) provided that

(a) if such person is a Trustee, the procedure described in Article 22 (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision,

(b) if such person is a Connected Person the procedure described in Article 22 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person,

- (c) this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee)
  - (d) In relation to goods only
    - i the amount or maximum amount of the payment for the goods is set out in a written agreement between the Company or its Trustees and the Trustee or Connected Person supplying the goods,
    - ii the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question,
    - iii the other Trustees are satisfied that it is in the best interests of the Company to contract with the Trustee or Connected Person supplying the goods rather than with someone who is not a Trustee or Connected Person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or Connected Person against the disadvantages of doing so,
    - iv the Trustee supplying the goods is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or it with regard to the supply of the goods to the Company,
    - v the Trustee supplying the goods does not vote on any such matter and is not counted in calculating the quorum of the meeting of Trustees,
    - vi the reason for the Trustees' decision is minuted and filed in the Company's registers,
    - vii the majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 4
- 4 4 4 a Trustee or Connected Person may receive interest at a reasonable and proper rate on money lent to the Company,
- 4 4 5 a Trustee or Connected Person may receive reasonable and proper rent for premises let to the Company,
- 4 4 6 the Company may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with the Articles,
- 4 4 7 a Trustee or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 6, and

4 4.8 a Trustee or Connected Person may receive or retain any payments authorised in Writing by the Commission

4 5 For any transaction authorised by Articles 4 4, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Company shall be disapplied provided the relevant provisions of Articles 4 4 have been complied with

## **LIMITATION OF LIABILITY, INDEMNITY AND WINDING UP**

### **5 Liability of Members**

5 1 The liability of each Member is limited to £10, 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, she or it is a Member or within one year after he, she or it ceases to be a Member, for

5 1 1 payment of the Company's debts and liabilities contracted before he, she or it ceases to be a Member,

5 1 2 payment of the costs, charges and expenses of winding up, and

5 1 3 adjustment of the rights of the contributories among themselves.

### **6 Indemnity**

6 1 Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by sections 232 to 234 of the Companies Act 2006, and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by sections 232 to 234 of the Companies Act 2006

6 2 In this article "Trustee" means any Trustee or former Trustee of the Company

### **7 Winding up**

7 1 If any of the net assets of the Company remain after the Company has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among Members of the Company and if no resolution passed in accordance with article 7 2 by the Members or Trustees, the net assets of the Company shall be applied for charitable purposes as directed by the court or the Commission



7 2 The Members or, subject to any resolution by the Members, the Trustees, may at any time before the dissolution of the Company resolve that any net assets of the Company, after all debts and liabilities have been paid, shall on or before and in expectation of dissolution of the Company be applied or transferred

7 2 1 directly in satisfaction of the Objects,

7 2 2 to some other charitable institution for use for particular purposes that fall within the Objects,

7 2 3 to some other charitable institution or institutions having similar objects to those of the Company

## **TRUSTEES**

### ***TRUSTEES' POWERS AND RESPONSIBILITIES***

#### **8 Trustees' general authority**

8 1 Subject to the Articles, the Trustees are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

8 2 No alteration of the Articles shall have retrospective effect to invalidate any prior act of the Trustees

8 3 Any meeting at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees

#### **9 Members' reserve power**

9 1 The Members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action

9 2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution

#### **10 Chair**

10 1 The Trustees may appoint one of their number to be the Chair of the Trustees in accordance with Article 10.3 and may at any time remove him or her from that office

10 2 The Chair may be an Elected or Co-opted Trustee

10 3 The Chair will act as such for one year unless re-elected by the Board

#### **11 Trustees may delegate**

11.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee formed in accordance with articles 12 to 14

11 2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee

11 3 Any delegation by the Trustees to a committee or person may be

11 3 1 by such means;

11 3 2 to such an extent,

11 3 3 in relation to such matters or territories, and

11 3 4 on such terms and conditions;

as they think fit

11 4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated

11 5 The Trustees may at any time revoke any delegation in whole or part, or alter its terms and conditions

11 6 The Trustees 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

## **12 Committees**

12 1 In the case of delegation to committees

12 1 1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number),

12 1 2 the composition of any committee shall be entirely in the discretion of the Trustees provided that at least two Members of every committee are Trustees,

12 1 3 the quorum for any committee shall be such number as determined by the Board from time to time in relation to each such committee and must include at least two Trustees,

12 1 4 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose,

12 1 5 delegates under this Article shall be revocable at any time;

12 1 6 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit, and

12 1 7 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

12 2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees

### **13 Delegation of day to day management powers**

13 1 In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers

13 1 1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;

13 1 2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority, and

13 1 3 any manager must report regularly to the Trustees on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company

### **14 Delegation of investment management**

14 1 The Trustees may delegate the management of investments to a Financial Expert provided that

14 1 1 the investment policy is set down in Writing for the Financial Expert by the Trustees,

14 1 2 every transaction is reported promptly to the Trustees,

14 1 3 the performance of the investments is reviewed regularly with the Trustees;

14 1 4 the Trustees are entitled to cancel the delegation arrangement at any time,

14.1 5 the investment policy and the delegation arrangements are reviewed at least once a year,

14 1 6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and

14 1 7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees

### ***DECISION-MAKING BY TRUSTEES***

#### **15 Trustees to take decisions collectively**

15 1 Any decision of the Trustees must be made either at a meeting of the Trustees or in accordance with Article 21

#### **16 Calling a Trustees' meeting**

16 1 The Chair or any two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting

16 2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either

16 2 1 all the Trustees agree, or

16 2 2 urgent circumstances require shorter notice

16 3 Notice of Trustees' meetings must be given to each Trustee, provided that it shall not be necessary to give notice to any Trustee absent from the United Kingdom

16.4 Every notice calling a Trustees' meeting must specify

16 4 1 the place, day and time of the meeting,

16 4 2 the general nature of the business to be considered at such meeting, and

16 4 3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

16 5 Notice of Trustees' meetings need not be in Writing Notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose

#### **17 Participation in Trustees' meetings**

17 1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

17 1 1 the meeting has been called and takes place in accordance with the Articles, and

17 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

17 2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other

17 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 wherever any of them is

## **18 Quorum for Trustees' meetings**

18 1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

18 2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than three, and unless otherwise fixed it is one-third of the total number of Trustees

18 3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision

18 3 1 to appoint or arrange for the appointment of further Trustees, or

18 3 2 to call a general meeting so as to enable the Members to appoint further Trustees

## **19 Chairing of Trustees' meetings**

19 1 The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting

## **20 Decision-making at meetings**

20 1 Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have

20 2 The provisions of Article 20 1 do not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **21 Decisions without a meeting**

- 21 1 The Trustees may take a unanimous decision without a Trustees' meeting in accordance with this Article by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.
- 21 2 A decision which is made in accordance with Article 21 1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 21 2 1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees,
- 21.2 2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 21 2,
- 21 2 3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval,
- 21 2 4 the Recipient must prepare a minute of the decision in accordance with Article 55 1

## **22 Conflicts of interest**

- 22 1 Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.
- 22 2 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.
- 22 3 Whenever a Trustee has a Conflict of Interest which relates to that Trustee's remuneration for goods and services provided to the Company under Article 4 4 3, the Trustee must:
- 22 3 1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate,
- 22 3 2 not be counted in the quorum for that part of the meeting, and
- 22 3 3 withdraw during the vote and have no vote on the matter.

22 4 for all Conflicts of Interest other than those referred to in Article 22 3, either authorisation must be given by the unconflicted Trustees under Article 23 1 or the Trustee who is subject to the Conflict of Interest must

22 4 1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate,

22 4 2 not be counted in the quorum for that part of the meeting, and

22 4 3 withdraw during the vote and have no vote on the matter

22 5 When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her

## **23 Trustees' power to authorise a Conflict of Interest**

23.1 The Trustees have power to authorise a Trustee to be in a position of Conflict of Interest provided

23 1 1 this power cannot be used to authorise a Conflict of Interest arising from a benefit permitted under Article 4 4 3,

23 1 2 in relation to the decision to authorise a Conflict of Interest, the conflicted Trustee must

(a) remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate,

(b) not be counted in the quorum for that part of the meeting, and

(c) withdraw during the vote and have no vote on the matter

23 1 3 in authorising a Conflict of Interest, the Trustees can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum,

23 1 4 the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation, and

23 1 5 nothing in this Article 23 1 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with Article 4

23.2 If a matter, office, employment or position, has been authorised by the Trustees in accordance with Article 23 1 then, even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed

23 3 A Trustee shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 23 1 (subject to any limits or conditions to which such approval was subject)

## **24 Register of Trustees' interests**

24 1 The Trustees must cause a register of Trustees' interests to be kept A Trustee must 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

## **25 Validity of Trustee actions**

25 1 All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee

## **THE BOARD OF TRUSTEES – APPOINTMENTS AND RETIREMENT**

## **26 Composition**

26 1 The Board shall comprise a minimum of 6 and not more than 12 Trustees of whom no more than 9 shall be Elected Trustees and no more than 3 Co-opted Trustees

26 2 Any individual who would be automatically disqualified by law or the Articles from being a Trustee may not be appointed as a Trustee

26 3 No Trustee must serve for more than three years unless re-nominated by his appointing institution or re-co-opted by the Board



## **27. Elected Trustees**

- 27 1 A person qualified and wishing to become an Elected Trustee must be aged 18 years or over and must either be recommended by the Trustees or be nominated for election by a Member of the Company. A nomination for election from a Member must be signed by that Member and by the person being nominated, and it must be lodged with the Secretary not less than 7 nor more than 28 Clear Days before the date of the AGM. The nomination form must contain the same details as that required of a director by Companies House.
- 27 2 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Company before he or she is eligible to vote at any meeting of the Trustees.
- 27 3 At each AGM, the one-third of the Elected Trustees who have been longest in office must retire by rotation (or the number nearest to one-third), but may offer themselves for re-election or further co-option. As between Trustees with the same length of service, they may agree between themselves who shall retire, but if they cannot agree, the matter will be decided by lot.

## **28 Co-opted Trustees**

- 28 1 The Board shall appoint Co-opted Trustees as it sees fit in order to ensure, so far as reasonably possible, that the Board is representative and balanced, reflects the main interest groups in the Area and gives representation where appropriate to individuals with special interests in the objects of the Company.
- 28 2 The Board shall have the power to appoint and remove any Co-opted Trustee.
- 28 3 A Co-opted Trustee will serve until the end of the first AGM after his or her appointment and will only remain in office thereafter if at least half the Members voting in person or by proxy at such AGM pass a resolution approving their appointment.

## **29 Termination of Trustee's appointment**

- 29 1 A person ceases to be a Trustee as soon as
  - 29 1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law,
  - 29 1.2 that person is disqualified under the Charities Act 2011 from acting as a trustee of a charity,
  - 29 1.3 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,

29 1 4 a composition is made with that person's creditors generally in satisfaction of that person's debts,

29 1 5 the Trustees reasonably believe he or she is suffering from mental disorder or other illness and incapable of acting and they resolve that he or she be removed from office,

29 1 6 notification is received by the Company from the Trustee that the Trustee is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect),

29 1 7 the Trustee is absent without permission from all meetings held within a period of six consecutive months and the Trustees resolve that the Trustee be removed for this reason,

29 1 8 at a general meeting of the Company, a resolution is passed that the Trustee be removed from office, provided the meeting has invited the views of the Trustee concerned and considered the matter in the light of such views,

29 1 9 in the case of a Co-opted Trustee at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office Such a resolution shall not be passed unless the Trustee has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either, at the option of the Trustee being removed, being heard by or of making written representations to the Trustees, or

29 1 10 in the case of an Elected Trustee, he or she is removed or their fixed term expires and the Trustee is not re-nominated

## **30 Patrons**

30 1 The Trustees may appoint and remove any individual(s) as patron(s) of the Company on such terms as they shall think fit A patron (if not a Member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company and shall also have the right to receive accounts of the Company when available to Members

## **MEMBERS**

### ***BECOMING AND CEASING TO BE A MEMBER***

#### **31    Becoming a Member**

- 31 1    The Members shall be the subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership by the Trustees in accordance with the Articles
- 31 2    The Company must maintain a register of Members
- 31 3    With the exception of the subscribers to the Memorandum of Association of the Company, no person may become a Member unless it is an organisation or he or she represents an organisation which
  - 31 3 1 has applied for membership in a manner approved by the Trustees;
  - 31 3 2 has Objects consistent with those of the Company,
  - 31 3 3 has paid any annual subscription, and
  - 31 3 4 the Trustees have approved the application
- 31 4    The Trustees may from time to time prescribe criteria for membership but shall not be obliged to accept persons fulfilling those criteria as Members
- 31 5    The Trustees may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the charity to refuse the application
- 31 6    The Trustees must inform the applicant in Writing of the reasons for the refusal within twenty one days of the decision
- 31 7    The Trustees must consider any written representations the applicant may make about the decision. The Trustees' decision following any written representation must be notified to the applicant in Writing but shall be final
- 31 8    Where a person becomes a Member as a nominee of an unincorporated association or body, the name of the Member, the name of the unincorporated association or body and the fact that the Member is its nominee shall be entered on the register of Members. The unincorporated association or body may, by notice to the Company, replace its nominee Member at any time
- 31 9    The Trustees may at their discretion levy subscriptions on Members of the Company at such rate or rates as they shall decide
- 31 10   All Members other than the subscribers shall sign a written consent to be a Member and the names of the Members of the Company must be entered in the register of Members

## **32 Termination of Membership**

32 1 Membership is not transferable

32 2 A Member shall cease to be a Member

32 2 1 if he or she dies or, if it is an organisation, it ceases to exist,

32 2 2 if the organisation which the Member represents notifies the Company in Writing that such nominee no longer represents that organisation and on receiving such notice, the Trustees resolve to remove such Member. If the Trustees resolve not to remove the Member, they shall promptly record in the appropriate registers for the Company that the Member no longer represents that particular organisation

32 2 3 if by notice to the Company by the Member of his, her or its resignation, the Member is deemed to have resigned when the letter of resignation is received at the Office

32 2 4 if, at a meeting of the Board at which not less than half of the Trustees are present, a resolution is passed resolving that the Member be expelled. Such a resolution shall not be passed unless the Member has been given at least twenty one clear days' notice in writing that the resolution is to be proposed specifying the circumstances alleged to justify the expulsion and has been afforded a reasonable opportunity of being heard by or of making written representations to the Board,

32 2 5 if any subscription or other sum payable by the Member to the Company is not paid within six months of the due date and remains unpaid seven days after notice served on the Member by the Board informing the Member that it will be removed from membership if it is not paid. The Trustees may re-admit to membership of the Company any organisation removed on this ground on payment by the Member of such sum in respect of the sum due as the Trustees may determine,

32 2 6 if it becomes bankrupt or makes any arrangement or composition with its creditors generally or goes into liquidation or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or an order is made or a resolution passed for its winding up

## **33 Classes of Membership**

33 1 The Trustees may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of Members

33 2 The Trustees may not directly or indirectly alter the rights or obligations attached to a class of membership

33 3 The rights attached to a class of membership may only be varied if

33 3 1 three-quarters of the Members of that class consent in Writing to the variation, or

33 3 2 a special resolution is passed at a separate general meeting of the Members of that class agreeing to the variation

33 4 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

33 5 The creation or alteration of subscription arrangements for Members shall not be regarded as an alteration or variation of the rights or obligations attached to a class of membership. Such arrangements may in any event be created or altered by the Trustees without the consent of the Members

#### **34 Associate members**

34 1 The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be Members of the Company for the purposes of the Articles or the Companies Acts

### ***ORGANISATION OF GENERAL MEETINGS***

#### **35 Annual general meetings**

35 1 The Company must hold an AGM within 18 months of incorporation and afterwards once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Trustees think fit

#### **36 Other general meetings**

36 1 The Trustees may call a general meeting at any time

36 2 The Trustees must call a general meeting if required to do so by the Members under the Companies Acts

#### **37 Length of notice**

37 1 All general meetings must be called by either

37 1 1 at least 21 Clear Days' notice for an AGM or a general meeting called for the passing of a special resolution, or

37 1 2 14 Clear Days' notice for all other general meetings

- 37 2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at that meeting Any such majority must together represent at least 90% of the total voting rights at that meeting of all the Members.

### **38 Contents of notice**

- 38 1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general meeting or an AGM, and the general nature of the business to be transacted
- 38.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution
- 38 3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the Member of his, her or its rights to appoint another person as his, her or its proxy at a general meeting under section 324 of the Companies Act 2006

### **39 Service of notice**

- 39 1 Notice of general meetings must be given to every Member, to the Trustees, and to any patron(s) The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company

### **40 Quorum for general meetings**

- 40 1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present
- 40 2 The quorum shall be
- 40 2 1 two persons entitled to vote on the business to be transacted (each being a Member, a proxy for a Member or a duly authorised representative of a Member), or
- 40 2 2 30% of the total membership (represented in person, by proxy or by a duly authorised representative),
- whichever is greater
- 40 3 If a quorum is not present within thirty minutes from the time appointed for the meeting or during the meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the directors shall determine
- 40 3 1 The directors must reconvene the meeting and give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting

40 3 2 If at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting those present and entitled to vote shall be a quorum

#### **41 Chairing general meetings**

41 1 The Chair (if any) or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of every general meeting

41 2 If neither the Chair nor any Trustee nominated in accordance with Article 41 1 is present 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 chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting

41.3 If no Trustee is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the Members present in person or by proxy and entitled to vote must choose one of the Members present in person to be chair of the meeting For the avoidance of doubt, a proxy holder who is not a Member entitled to vote shall not be entitled to be appointed chair of the meeting

#### **42 Attendance and speaking by Trustees patrons and non-members**

42 1 Trustees may attend and speak at general meetings, whether or not they are Members

42 2 Patrons may attend and speak at general meetings, whether or not they are Members.

42 3 The chair of the meeting may permit other persons who are not Members of the Company (or otherwise entitled to exercise the rights of Members in relation to general meetings) to attend and speak at a general meeting

#### **43 Adjournment**

43 1 The chair of the meeting shall adjourn a general meeting at which a quorum is present if

43 1 1 The Members present in person or by proxy at the meeting resolve by ordinary resolution that it shall be adjourned, or

43 1 2 it appears to the chair 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

- 43 2 When adjourning a general meeting, the chair of the meeting must
- 43 2 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 Trustees, and
  - 43 2 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 43 3 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 7 Clear Days' notice of it
- 43 3 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
  - 43 3 2 containing the same information which such notice is required to contain
- 43 4 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

### ***VOTING AT GENERAL MEETINGS***

#### **44 Voting: general**

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

#### **45 Votes**

- 45 1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a Member, a proxy or a duly authorised representative of a Member) and entitled to vote shall have a maximum of one vote
- 45 2 On a vote on a resolution on a poll at a meeting every Member present (whether in person, by proxy or via their duly authorised representative) and entitled to vote shall have one vote
- 45.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have
- 45.4 No Member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Company have been paid
- 45 5 Any organisation that is a Member of the Company may nominate any person to act as its representative at any meeting of the Company



45 6 The organisation must give written notice to the Company of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The representative may continue to represent the organisation until written notice to the contrary is received by the Company.

45 7 Any notice given to the Company will be conclusive evidence that the representative is entitled to represent the organisation or that his authority has been revoked. The Company shall not be required to consider whether the representative has been properly appointed by the organisation.

#### **46 Errors and disputes**

46 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.

46 2 Any such objection must be referred to the chair of the meeting whose decision is final.

#### **47 Poll votes**

47 1 A poll on a resolution may be demanded

47 1 1 in advance of the general meeting where it is to be put to the vote, or

47 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.

47 2 A poll may be demanded by

47 2 1 the chair of the meeting,

47 2 2 the Trustees;

47 2 3 at least two or more persons present in person or by proxy and having the right to vote on the resolution,

47 2 4 any person, who, by virtue of being appointed proxy for one or more Members having the right to vote on the resolution, holds two or more votes, or

47 2 5 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

47 3 A demand for a poll may be withdrawn if

47 3 1 the poll has not yet been taken, and

47 3 2 the chair of the meeting consents to the withdrawal

47 4 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made

47 5 Polls must be taken immediately and in such manner as the chair of the meeting directs

#### 48 Content of Proxy Notices

48 1 Proxies must be appointed by a notice in Writing (a "Proxy Notice")

48 2 A Proxy Notice shall be in the following form (or in any other form which the Trustees may approve)

"Access Corby (the "Company")

Name of Member appointing the proxy

Address

I/We hereby appoint [name of proxy] of [address of proxy] as my/our proxy to vote in my/our name(s) and on my/our behalf at the meeting of the Company to be held on [date], and at any adjournment thereof.

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

<b>Resolution 1</b>	<b>*for</b>	<b>*against</b>	<b>*abstain</b>	<b>*as the proxy thinks fit</b>
<b>Resolution 2</b>	<b>*for</b>	<b>*against</b>	<b>*abstain</b>	<b>*as the proxy thinks fit</b>
<b>All other resolutions properly put to the meeting</b>	<b>*for</b>	<b>*against</b>	<b>*abstain</b>	<b>*as the proxy thinks fit</b>

\* Strike out whichever is not desired

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

Signed

Dated

48 3 Proxy Notices must be signed by or on behalf of the Member appointing the proxy, or authenticated in such manner as the Trustees may determine

48 4 Unless a Proxy Notice indicates otherwise, it must be treated as

48 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

48 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

**49. Delivery of Proxy Notices**

49 1 A Proxy Notice and any evidence of the authority under which it is executed may

49 1 1 be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting provided it is received at such place at least 48 hours (not including any part of a day that is a Saturday, Sunday or Bank Holiday in England) before the time for holding the meeting or adjourned meeting at which the person named in the Proxy Notice proposes to vote, or

49 1 2 where an Address for the purpose of sending or receiving Documents or information by Electronic Means has been specified

(a) in the notice calling the meeting, or

(b) in any instrument of proxy sent out by the Company in relation to the meeting, or

(c) in any invitation to appoint a proxy issued by the Company in relation to the meeting,

be sent by Electronic Means to that Address provided it is received at such Address at least 48 hours (not including any part of a day that is a Saturday, Sunday or Bank Holiday in England) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,

and a Proxy Notice which is not deposited, sent or received in a manner so permitted shall be invalid

49 2 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by such evidence in Writing of the authority of the person who executed it to execute it on the appointer's behalf as the Trustees may reasonably require

- 49 3 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 to the Company by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.
- 49 4 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 49 5 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

## **50 Amendments to resolutions**

- 50 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if.
- 50.1 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 chair of the meeting may determine), and
- 50 1 2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 50 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
- 50 2 1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 50 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 50 3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

## ***WRITTEN RESOLUTIONS***

### **51 Written resolutions**

- 51 1 Subject to this Article 51 a written resolution agreed by
- 51 1 1 Members representing a simple majority, or

51 1 2 (in the case of a special resolution) Members representing not less than 75%,

of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective

51 2 A copy of the proposed written resolution must be sent to every eligible Member together with a statement informing the Member how to signify his, her or its agreement and the date by which the resolution must be passed if it is not to lapse

51 3 The required majority of eligible Members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date

51 4 A Member signifies his, her or its agreement to a proposed written resolution when the Company receives from him, her or it (or from someone acting on his, her or its behalf) an authenticated Document

51 4 1 identifying the resolution to which it relates; and

51 4 2 indicating his, her or its agreement to the resolution

51 5 For the purposes of Article 51 4

51 5 1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it, and

51 5 2 a Document sent or supplied in Electronic Form is sufficiently authenticated if

(a) the identity of the sender is confirmed in a manner specified by the Trustees, or

(b) where no such manner has been specified by the Trustees, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement

51 6 A resolution in Writing may comprise several copies to which one or more Members have signed their agreement

51 7 In relation to a resolution proposed as a written resolution of the Company the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution

51 8 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution

51 9 A Members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution

51 10 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **52 Communications**

52 1 Subject to the provisions of the Companies Acts and these Articles, a Document or information (including any notice) to be given, sent or supplied to any person may be given, sent or supplied

52 1 1 In person,

52 1.2 by leaving it at the address of the Member,

52 1 3 in Hard Copy Form

52 1 4 in Electronic Form, or

52 1 5 by making it available on a website, provided that a Document or information (including any notice) may only be given, sent or supplied in Electronic Form or by being made available on a website if.

- (a) the recipient has agreed (generally or specifically) that the Document or information may be sent or supplied in that manner and has not revoked that agreement, or
- (b) if the recipient is deemed to have so agreed in accordance with the Companies Acts and has not revoked that agreement, and
- (c) the Company has provided the recipient with a notification in Hard Copy Form or Electronic Form of the presence of the notice on the website. The notice must state that it concerns a notice of a company meeting and must specify the place, date and time of the meeting

52 2 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or Documents for the time being

52 3 Any Document or information (including any notice) sent to a Member by the Company may be sent to the Member's postal address as shown in the Company's register of Members or (in the case of Documents or information sent by Electronic Means) to an Address specified for the purpose by the Member, provided that

- 52 3 1 a Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him or her, or an Address to which notices may be sent by Electronic Means, shall be entitled to have notices given to him or her at that Address, but otherwise no such Member shall be entitled to receive any notice from the Company, and
- 52 3 2 the Company is not required to send notice of a general meeting or a copy of its annual report and accounts to a Member for whom it no longer has a valid Address
- 52 4 Any Document to be sent or supplied by a Member to the Company under the Articles may only be sent or supplied
- 52 4 1 in the case of Documents in Hard Copy Form, by sending or delivering them to the Office or to such other address as may be specified by the Company, or
- 52.4 2 in the case of Documents in Electronic Form, by sending them by Electronic Means to an Address notified to the Members for that purpose
- 52 5 A Member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called
- 52 6 Where any Document or information is sent or supplied under the Articles, such Document or information shall be deemed to be delivered
- 52 6 1 where the Document or information is sent or supplied by post, 48 hours after the envelope containing it was posted (including any part of a Saturday, Sunday or Bank Holiday in England) In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted,
- 52 6 2 where the Document or information is sent or supplied by Electronic Means to an Address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied In proving such service it shall be sufficient to prove that it was properly addressed
- 52 6 3 where the Document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when
- (a) the material is first made available on the website, or
  - (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website

52 7 A Trustee may agree with the Company that notices or Documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

52 8 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable

52 8 1 if the Document or information has been sent to a Member and is notice of a general meeting of the Company or a copy of the annual report and accounts of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the Member's postal address as shown in the Company's register of Members, but may in its discretion choose to do so, and

52 8 2 in all other cases, the Company will send a Hard Copy of the Document or information to the Member's postal address as shown in the Company's register of Members, or in the case of a recipient who is not a Member, to the last known postal address for that person

52.8 3 The date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies

## **53 Secretary**

53 1 A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them

53 2 If there is no Secretary

53 2 1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company, and

53 2 2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees

## **54 Irregularities**

54.1 The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless a provision of the Companies Acts specifies that such informality, irregularity, want of qualification or lack of specification shall invalidate it



## **55 Minutes**

55 1 The Trustees must cause minutes to be made in books kept for the purpose

55 1 1 of all appointments of officers made by the Trustees,

55 1 2 of all resolutions of the Company and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting), and

55 1 3 of all proceedings at meetings of the Company and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee of the Company, be sufficient evidence of the proceedings

## **56 Records and accounts**

56 1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

56 1 1 annual reports,

56 1 2 annual returns, and

56.1 3 annual statements of account

56 2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a Member

## **57 Regulations**

57 1 The Trustees may, from time to time, make, repeal or alter regulations as to the management of the Company and its affairs, the duties of any officers or employees of the Company, the conduct of business of the Trustees or any committee and any of the matters or things within the powers or under the control of the Trustees. Such regulations must not be inconsistent with the Companies Acts, the Articles or any rule of law

## **58 Disputes**

- 58 1 If a dispute arises between members of the charity 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 attempt in good faith to settle the dispute by mediation before resorting to litigation

## **59 Exclusion of model articles**

- 59 1 The relevant model articles for a company limited by guarantee are hereby expressly excluded

As amended 15 04 15