

# File Copy



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 8397672

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

R4UK LIMITED

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

Given at Companies House, Cardiff, on 11th February 2013



\*N08397672T\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

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



**Companies House**  
— for the record —

# IN01(ef)

## Application to register a company

Received for filing in Electronic Format on the: 11/02/2013



X21ZIC6G

*Company Name  
in full:*

**R4UK LIMITED**

*Company Type:*

**Private limited by guarantee**

*Situation of Registered  
Office:*

**England and Wales**

*Proposed Register  
Office Address:*

**C/O HACKWOOD SECRETARIES LIMITED ONE SILK STREET  
LONDON  
UNITED KINGDOM  
EC2Y 8HQ**

*I wish to adopt entirely bespoke articles*

## Proposed Officers

### *Company Secretary 1*

*Type:* **Person**

*Full forename(s):* **JAMES**

*Surname:* **DEVINE**

*Former names:*

*Service Address:* **CHEMRING PLC CHEMRING HOUSE  
1500 PARKWAY  
FAREHAM  
HAMPSHIRE  
UNITED KINGDOM  
PO15 7AF**

*Consented to Act:* **Y**

*Date authorised:* **11/02/2013**

*Authenticated:* **YES**

*Company Director* **1**

*Type:* **Person**

*Full forename(s):* **SPENCER JOHN**

*Surname:* **PHILLIPS**

*Former names:*

*Service Address:* **630 9TH AVENUE  
SUITE 809  
NEW YORK  
NEW YORK  
USA  
10036**

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

*Date of Birth:* **14/07/1969** *Nationality:* **BRITISH**

*Occupation:* **FOUNDER SPENCER J PHILLIPS  
& ASSOCIATES**

*Consented to Act:* **Y** *Date authorised:* **11/02/2013** *Authenticated:* **YES**

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*Company Director* 2

*Type:* **Person**

*Full forename(s):* **CHRISTOPHER MORTEN**

*Surname:* **LIGHTFOOT**

*Former names:*

*Service Address:* **70 ROSEBERY AVENUE  
LONDON  
UNITED KINGDOM  
EC1R 4RR**

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

*Date of Birth:* **17/11/1961**

*Nationality:* **BRITISH**

*Occupation:* **DIRECTOR**

*Consented to Act:* **Y**

*Date authorised:* **11/02/2013**

*Authenticated:* **YES**

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*Company Director*    **3**

*Type:*                                **Person**  
*Full forename(s):*                **TERRENCE RAYMOND**

*Surname:*                           **BURWELL**

*Former names:*

*Service Address:*                **630 9TH AVENUE  
SUITE 809  
NEW YORK  
NEW YORK  
USA  
10036**

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

*Date of Birth:*   **27/07/1951**                                *Nationality:*   **BRITISH**

*Occupation:*    **RETIRED SPORTS  
ADMINISTRATOR**

*Consented to Act:* **Y**                                *Date authorised:*   **11/02/2013**                                *Authenticated:*   **YES**

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*Company Director* 4

*Type:* **Person**

*Full forename(s):* **JAMES**

*Surname:* **DEVINE**

*Former names:*

*Service Address:* **CHEMRING PLC CHEMRING HOUSE  
1500 PARKWAY  
FAREHAM  
HAMPSHIRE  
UNITED KINGDOM  
PO15 7AF**

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

*Date of Birth:* **28/09/1971**

*Nationality:* **BRITISH**

*Occupation:* **HR DIRECTOR**

*Consented to Act:* **Y**

*Date authorised:* **11/02/2013**

*Authenticated:* **YES**

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*Company Director*    **5**

*Type:*                      **Person**

*Full forename(s):*        **JONATHAN**

*Surname:*                **REES**

*Former names:*

*Service Address:*        **WESTERN UNION 65 KINGSWAY  
LONDON  
UNITED KINGDOM  
WC2B 6TD**

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

*Date of Birth:*    **16/08/1975**                      *Nationality:*    **BRITISH**

*Occupation:*    **MANAGING DIRECTOR,  
FINANCIAL SERVICES**

*Consented to Act:*    **Y**                      *Date authorised:*    **11/02/2013**                      *Authenticated:*    **YES**

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*Company Director*    **6**

*Type:*                      **Person**

*Full forename(s):*        **MARK**

*Surname:*                **GRIFFIN**

*Former names:*

*Service Address:*        **630 9TH AVENUE  
SUITE 809  
NEW YORK  
NEW YORK  
USA  
10036**

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

*Date of Birth:*    **06/04/1975**                      *Nationality:*    **BRITISH**

*Occupation:*    **CEO, PLAY RUGBY USA**

*Consented to Act:*    **Y**                      *Date authorised:*    **11/02/2013**                      *Authenticated:*    **YES**

# Statement of Guarantee

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

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

*Name:* SPENCER JOHN PHILLIPS

*Address:* 630 9TH AVENUE  
SUITE 809  
NEW YORK  
NEW YORK  
USA  
10036

*Amount Guaranteed:* £1.00

*Name:* CHRISTOPHER MORTEN LIGHTFOOT

*Address:* 70 ROSEBERY AVENUE  
LONDON  
UNITED KINGDOM  
EC1R 4RR

*Amount Guaranteed:* £1.00

*Name:* TERRENCE RAYMOND BURWELL

*Address:* 630 9TH AVENUE  
SUITE 809  
NEW YORK  
NEW YORK  
USA  
10036

*Amount Guaranteed:* £1.00

*Name:* JAMES DEVINE

*Address:* CHEMRING PLC CHEMRING HOUSE  
1500 PARKWAY  
FAREHAM  
HAMPSHIRE  
UNITED KINGDOM  
PO15 7AF

*Amount Guaranteed:* £1.00

*Name:* JONATHAN REES

*Address:* WESTERN UNION 65 KINGSWAY  
LONDON  
UNITED KINGDOM  
WC2B 6TD

*Amount Guaranteed:* £1.00

*Name:* MARK GRIFFIN

*Address:* 630 9TH AVENUE  
SUITE 809  
NEW YORK  
NEW YORK  
USA  
10036

*Amount Guaranteed:* £1.00

## Statement of Compliance

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

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## *Authorisation*

*Authoriser Designation:* **subscriber**

*Authenticated:* **Yes**

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**COMPANY NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM OF ASSOCIATION OF**

**R4UK Limited**

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

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Name of each subscriber

Authentication by each subscriber

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Terrence Raymond Burwell

James Devine

Mark Griffin

Christopher Morton Lightfoot

Spencer John Phillips

Jonathan Rees

Dated this 11<sup>th</sup> day of February 2013.

**The Companies Act 2006**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**R4UK Limited**

**1 Interpretation**

**1.1** In these Articles:

- the “**Act**” means the Companies Act 2006;
- the “**Acts**” means the Act and every other act for the time being in force concerning companies and affecting the Charity;
- the “**Articles**” means these articles of association;
- the “**Auditors**” means the auditors for the time being of the Charity;
- the “**Charity**” means R4UK Limited, a private company limited by guarantee;
- the “**Memorandum**” means the Charity's memorandum of association;
- the “**Office**” means the registered office of the Charity;
- the “**Secretary**” means any person appointed to perform the duties of the secretary of the Charity;
- the “**Trustees**” means the directors of the Charity as referred to in the Acts and “**Trustee**” means one of the directors of the Charity.

- 1.2** Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.
- 1.3** Words importing the singular number only shall include the plural number and vice versa.
- 1.4** Words importing the masculine gender shall include the feminine gender.
- 1.5** Words importing persons shall include corporations.
- 1.6** Subject to the above, any words or expressions defined in the Acts shall (if not inconsistent with the subject or context) bear the same meanings in the Articles.



## **2 Liability of members**

- 2.1** The liability of the members is limited.
- 2.2** Every member of the Charity undertakes to contribute to the assets of the Charity in the event that it is wound up while he is a member, or within one year after he ceases to be a member for payment of the debts and liabilities of the Charity contracted before he ceases to be a member, and of the costs, charges, and expenses of winding-up the Charity, and for the adjustment of the right of the contributories among themselves, such amount as may be required, not exceeding £1.

## **3 Objects**

The Charity's objects (the “**Objects**”) are specifically restricted to the following:

- 3.1** the advancement of health;
- 3.2** the advancement of amateur sport;
- 3.3** the advancement of education; and
- 3.4** any other object that is charitable under the laws of England and Wales.

## **4 Powers of the Charity**

In the furtherance of the Objects but not further or otherwise, the Charity shall have the power to:

- 4.1** purchase, lease, hire, or otherwise acquire, and also (subject to such consents (if any) as may for the time being be imposed or required by law) sell, mortgage, lease, or grant licences, easements and other rights over, exchange, or otherwise deal with or dispose of, any real or personal property (including any estate or interest therein);
- 4.2** rent, build, construct, endow, furnish, equip, execute, carry out, improve, work, alter, administer, maintain, manage, insure or control buildings and premises of all descriptions and contribute to or assist in any of these activities;
- 4.3** borrow and raise money and secure or discharge any debt or obligation of or binding upon the Charity by the issue of or upon bonds, debentures, bills of exchange, promissory notes, mortgages, charges or such other obligations or securities as the Charity may think fit subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 4.4** acquire (whether beneficially or as trustee) by gift, devise, bequest, purchase, lease, hire or otherwise any real or personal property anywhere in the world (including any estate or interest in any such property and any rights or privileges necessary or desirable) and whether or not any of the same shall be subject to any liability and retain any property so acquired or acquired otherwise in the state in which it may be at the time of such acquisition or (subject to such consents (if any) as may for the time being be imposed or required by law) sell, lease, call in, convert into money, dispose of or otherwise deal with all or any part of the same;
- 4.5** either with or without security, give financial assistance by way of loans, donations or subscriptions or otherwise to any charitable association, trust, society or corporation;
- 4.6** compile, print, publish or otherwise disseminate or procure the compilation, printing, publication or other dissemination (including electronic dissemination), gratuitously or otherwise, of any reports, journals, periodicals, books, newspapers, pamphlets, leaflets or other forms of literature or documents and broadcast, televise or make and issue or otherwise show films and video tapes, cassettes, compact



discs and other sound recordings or similar media, or procure the broadcasting, televising or the making, issuing and showing of films, video tapes, cassettes, compact discs and other sound recordings or similar media;

- 4.7** establish, undertake and execute any charitable trusts which may lawfully be undertaken by the Charity and are directly ancillary to the Objects;
- 4.8** establish, finance and manage, whether in the United Kingdom or elsewhere, any charitable body, association or organisation (whether incorporated or unincorporated) to carry out, within the territory in which or in some part of which it is established, the Objects;
- 4.9** take all such steps as shall from time to time be necessary for the purpose of promoting the Objects and for procuring contributions by way of donations, subscriptions, devises, bequests and in any other manner from time to time permitted by law;
- 4.10** generally obtain, collect and receive money and raise funds and invite and receive contributions from any persons or organisations (whether incorporated or unincorporated) whatsoever by way of subscription, donation (including deeds of covenant) and otherwise, provided that the Charity shall not undertake any permanent trading activities in raising funds for the Objects (but this proviso shall not prevent the Charity from engaging in any trading activity in carrying out the Objects);
- 4.11** establish, promote or encourage the formation of, or affiliate, amalgamate, support, combine or co-operate with, any other charitable association, trust, society or corporation, and liaise, communicate, co-operate or co-ordinate with any public body, local or governmental authority, professional body, charity, committee or other organisation in all or in any parts of the world in furtherance of the Objects; but so that the funds of the Charity shall be paid or applied only to or for the benefit of any such other association, trust, society or corporation as is established only for purposes recognised as charitable by English law;
- 4.12** subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law, transfer any property whether real or personal to any such exclusively charitable association, trust, society or corporation as is referred to in Article 5.11 whether for the general purposes of such charity or for some specific charitable object or purpose of such charitable body and enter into covenants for the making of periodic payments of that nature;
- 4.13** generally aid and receive aid from any such other charitable association, trust, society or corporation as is referred to in Article 5.11;
- 4.14** lend money to and guarantee or provide security (whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets (present and future) of the Charity) for any borrowing by, or the performance of, the contracts or obligations of any such charitable association, trust, society or corporation and for these purposes to give all kinds of indemnities;
- 4.15** employ, hire, or otherwise obtain and pay reasonable and proper remuneration to secretaries, clerks, officers, solicitors, bankers, insurance brokers, stockbrokers, accountants, architects, surveyors, teachers, instructors and any other person or persons (not being Trustees);
- 4.16** make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants;
- 4.17** draw, make, accept, endorse, discount, negotiate, execute and issue, and buy, sell and deal with bills of exchange, promissory notes, warrants, debentures and other negotiable or transferable instruments or securities and operate bank accounts;

- 4.18** invest the moneys of the Charity not immediately required for its purposes in or upon any investments, securities or property in any part of the world as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as provided in the Articles;
- 4.19** pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
- 4.20** pay out of the funds of the Charity any premium in respect of indemnity insurance for:-
- 4.20.1** any officer (not being a Trustee) or employee of the Charity (including an officer or employee who is a member of the Charity); and
- 4.20.2** any Trustee if such premium is permitted to be paid under Article 6.2.7;
- 4.21** do all such lawful things as shall further the Objects.

## **5 Property subject to trusts**

In the event that the Charity shall take or hold any property which may be subject to a trust, the Charity shall only deal with or invest it in such manner as allowed by law, having regard to such trusts.

## **6 Application of income and property**

- 6.1** The income and property of the Charity, however derived, shall be applied solely towards the promotion of the Objects and no portion of this shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Charity, and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity.
- 6.2** Provided that nothing contained in the Articles shall prevent the payment in good faith by the Charity of:
- 6.2.1** reasonable and proper remuneration to any member, officer or servant of the Charity (not being a Trustee) for any services actually rendered to the Charity;
- 6.2.2** the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by his firm, when instructed by the Charity to act in a professional capacity on its behalf. Provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his appointment or remuneration, or that of his firm, is under discussion;
- 6.2.3** interest on money lent by any member of the Charity or any Trustee at a rate per annum not exceeding two per cent. less than the base rate of the Charity's principal bankers;
- 6.2.4** reasonable and proper rent for premises demised or let by any member of the Charity or any Trustee;
- 6.2.5** fees, remuneration or other benefit in money or money's worth to a company of which a Trustee may be a member holding not more than 1/100th part of the capital of that company;
- 6.2.6** expenses reasonably and properly incurred on behalf of the Charity to any Trustee;
- 6.2.7** any premium in respect of any indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity;

provided that such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether or not it was a breach of trust or breach of duty.

## **7 Members and membership**

- 7.1** The subscribers to the Memorandum and such other persons as the Trustees shall admit to membership (acting in accordance with any bye-laws made under Article 20.2) shall be members of the Charity. The rights of a member shall not be transferable and shall cease on the death of the member (or its dissolution in the case of a corporation).
- 7.2** Every member of the Charity other than the subscribers to the Memorandum shall either sign a written application or consent to become a member or sign the register of members on becoming a member.
- 7.3** The Secretary shall keep an accurate register of members of the Charity.
- 7.4** The sole right of admission to membership shall be vested in the Trustees who may without showing cause refuse to admit any person as a member of the Charity, but nothing in the Articles shall entitle the Trustees to discriminate in any way between applicants by reason of race, colour, religion or sex.
- 7.5** It shall be lawful for the Trustees to provide for the admission of such persons as they may think fit to be associates of the Charity and for the rights, duties and liabilities (if any) of such associates, but so that such persons shall not by virtue only of having been admitted to be such associates of the Charity be members of the Charity and that such rights shall not include a right to speak or vote at members' meetings of the Charity.
- 7.6** Entrance fees (if any) payable for becoming members and associates of the Charity and the annual, quarterly or other subscriptions or payments (if any) payable by members and associates of the Charity shall be fixed at a members' meeting of the Charity and not otherwise. The Trustees shall have the power to waive payment of such entrance fees, subscriptions, or payment in cases where this is deemed appropriate by the Trustees.

## **8 Termination of membership**

- 8.1** A person's membership is terminated if the member dies or, if it is a corporation, ceases to exist.
- 8.2** Any member may withdraw from the Charity by giving three months' notice in writing to the Secretary of his intention to do so but any person ceasing by any means to be a member shall remain liable for and shall pay to the Charity all moneys due from him to the Charity at the time of his ceasing to be a member or for which he may become liable under the Articles.
- 8.3** The Trustees may, by a resolution passed by a majority consisting of not less than two-thirds of the Trustees present at a meeting of the Trustees of and at which the member in question has been given reasonable notice and a reasonable opportunity of being heard in his own defence convened solely or inter alia for the purpose of considering such resolution, refuse to continue any person as a member of the Charity, and if such resolution shall be so passed then (subject to Article 9.2) such person shall cease to be a member and his name shall be removed from the register of members.

## **9 Meetings of the members**

- 9.1** All meetings of the members shall be called members' meetings.
- 9.2** The Trustees may, whenever they think fit, convene a members' meeting, and members' meetings shall also be convened on requisition in accordance with the Acts. If at any time there are not within the United Kingdom sufficient Trustees capable of acting to form a quorum, any Trustee or any two members of the Charity may convene a members' meeting in the same manner as nearly as possible as that in which meetings may be convened by the Trustees.

## **10 Notice of members' meetings**

- 10.1** All members' meetings, including meetings for the passing of a special resolution, shall be called by at least 14 clear days' notice in writing.
- 10.2** The notice must specify the place, the day and the hour of meeting and the general nature of the business to be transacted at that meeting. The notice shall be given in the manner set out in the Articles or in such other manner, if any, as may be prescribed by the Charity in a members' meeting, to such persons as are, under the Articles, entitled to receive such notices from the Charity. The notice must also contain a statement setting out the rights of members to appoint a proxy under section 324 of the Act and Article 16.
- 10.3** A members' meeting may be called by shorter notice than that specified in this Article 11 if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than 90 per cent. of the total voting rights at that meeting of all the members.
- 10.4** The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## **11 Proceedings at meetings of the members**

- 11.1** No business shall be transacted at any members' meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as otherwise provided in the Articles, the greater of one third of the members of the Charity (such number to be rounded down to the nearest whole number in the event that the total number of members is not divisible by three) or two members of the Charity, in each case present in person or by proxy and entitled to vote upon the business to be conducted at the meeting shall be a quorum. The authorised representative of a member corporation shall be counted in the quorum.
- 11.2** If within half an hour from the time appointed for the members' meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present in person or by proxy shall constitute a quorum for that meeting.
- 11.3** The chairman of the Trustees (the “**Chairman**”) shall preside as chairman at every members' meeting, or if the position of Chairman is vacant at the time of a members' meeting or if the Chairman shall not be present within 15 minutes after the time appointed for holding the meeting or is unwilling to act, the Trustees present shall elect one of their number to be chairman of the meeting.
- 11.4** If at any members' meeting there is no Trustee willing to act as chairman or if there is no Trustee present within 15 minutes after the time appointed for the holding of the meeting, the members present shall choose one of their number to be chairman of the meeting.
- 11.5** The chairman of a members' meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by an ordinary resolution of the members) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. If a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as

for the original meeting. However, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

- 11.6** At any members' meeting a resolution put to the vote of the members shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

**11.6.1** by the chairman of the members' meeting; or

**11.6.2** by at least two members present in person or by proxy; or

**11.6.3** by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll is demanded, a declaration by the chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Charity shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

- 11.7** Except as provided in Article 12.9, if a poll is duly demanded it shall be taken in such manner as the chairman of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 11.8** In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

- 11.9** A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

## **12 Written resolutions**

- 12.1** A resolution in writing signed by a simple majority (or, in the case of a special resolution, by a majority of not less than 75 per cent.) of the members for the time being entitled to receive notice of and to attend and vote at a meeting shall be as valid and effective as if the same had been passed at a members' meeting duly convened and held.

- 12.2** A resolution in writing may comprise several copies to which one or more members have signified their agreement.

- 12.3** In the case of a member that is a corporation, its authorised representative may signify its agreement to a written resolution.

## **13 Votes of members**

- 13.1** Subject as otherwise provided by the Articles every member, whether an individual or a corporation, shall have one vote.

- 13.2** No member shall be entitled to vote at any meeting unless all moneys presently payable by him to the Charity have been paid.

- 13.3** Votes may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands.

## **14 Corporations acting by representatives at meetings**

- 14.1** Any corporation which is a member of the Charity may by resolution of its directors, or other governing body, authorise such person as it thinks fit to act as its representative at any members' meeting, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual member of the Charity.

## **15 Proxies**

- 15.1** The instrument appointing a proxy shall be in writing under the hands of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Charity.
- 15.2** The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
- 15.3** An instrument appointing a proxy shall include the following information:
- 15.3.1** the name and address of the member appointing the proxy;
  - 15.3.2** the person appointed to be that member's proxy and the meeting in relation to which that person is appointed; and
  - 15.3.3** the signatures of, or on behalf of, the members appointing the proxy.
- 15.4** Unless a proxy notice indicates otherwise, it must be treated as:
- 15.4.1** 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
  - 15.4.2** appointing that person as a proxy in relation to any adjournment of the meeting to which it relates as well as the meeting itself.
- 15.5** The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 15.6** A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Charity at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

## **16 Honorary officers**

It shall be lawful for the Trustees to provide for the creation of the office of president and (one or more) vice-presidents and patrons and (one or more) vice-patrons, for the admission and retirement of persons to such offices and for the powers, rights, duties and liabilities (if any) of such persons but so that such persons shall not by virtue only of having been admitted to be honorary officers be members of the

Charity and that such rights shall not include a right to speak or vote at meetings of the Trustees or members.



## **17 The Chief Executive Officer of the Charity**

- 17.1** The Trustees may from time to time appoint a chief executive officer of the Charity for such period and on such terms as they think fit and may pay the chief executive officer such reasonable remuneration as the Trustees shall think fit and make such reasonable provision for and grant such pension to the chief executive officer after his retirement as the Trustees shall also think fit.
- 17.2** The Trustees shall also have the power to provide for the powers, rights and duties of the chief executive officer and these may include the supervision of the administrative activities of the Charity, the recruitment of staff, and the supervision of any premises and the contents thereof acquired for the Charity and the chief executive officer (subject to the rest of this Article 18) shall be entitled to receive notice of and to attend and speak at meetings of the Trustees and the members, but he shall not by virtue only of having been admitted to the office of director be a member of the Charity or a Trustee and he shall have no right to vote at meetings of the Trustees or members. The chief executive officer shall not be entitled to attend any meetings at which the terms of his appointment are discussed.

## **18 Trustees**

- 18.1** A person may not be appointed a Trustee if he would be disqualified from acting under the provisions of Article 22.
- 18.2** Unless otherwise determined by ordinary resolution the number of Trustees shall not be less than one, but shall not be subject to any maximum.
- 18.3** The first Trustees shall be those persons named in the statement delivered to the registrar of companies pursuant to section 12 of the Act as the first directors of the Charity.
- 18.4** A trustee may not appoint an alternate trustee or anyone to act on his behalf at meetings of the Trustees.
- 18.5** The Trustees shall be able to claim all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Trustees or any committee or sub-committee of the Trustees or members' meetings or in connection with the business of the Charity.

## **19 Powers and duties of Trustees**

- 19.1** The business of the Charity shall be managed by the Trustees, who may pay all expenses incurred in promoting and registering the Charity, and may exercise all such powers of the Charity as are not, by the Acts or the Articles, required to be exercised by the Charity in a members' meeting, subject only to the provisions of the Acts or the Articles and to such regulations, being not inconsistent with those provisions, as may be prescribed by the Charity in a members' meeting; but no regulation made by the Charity in a members' meeting shall invalidate any prior act of the Trustees which would have been valid if that regulation had not been made.
- 19.2** The Trustees shall have the power from time to time to adopt and make, alter or revoke, bye-laws for the regulation of the Charity and otherwise for the furtherance of the purposes for which the Charity is established, provided that such bye-laws are not contrary to the Articles. All such bye-laws for the time being in force shall be binding upon all members of the Charity until they shall cease to have effect as provided or shall be varied or set aside by an ordinary resolution of the Charity. No member shall be absolved from such bye-laws by reason of his not having received a copy of them, or of any alterations or additions to them, or having otherwise no notice of them. It is expressly declared that without prejudice to the powers of the Trustees to make bye-laws on other matters the following shall be deemed to be matters which may be governed by bye-laws within the meaning of this Article 20:

- 19.2.1** the persons eligible for membership of the Charity;
  - 19.2.2** the conditions on which persons shall be admitted to membership of the Charity;
  - 19.2.3** the rights and privileges to be accorded to, and the qualifications, restrictions and conditions to be imposed on, members of the Charity; and
  - 19.2.4** any committees and sub-committees of members and other persons, in connection with the various branches of the activities of the Charity and the appointment, removal, qualification, disqualification, duties, functions, powers and privileges of members of such committees and sub-committees.
- 19.3** The Trustees shall cause minutes to be made in books provided for the purpose of:
- 19.3.1** all appointments of officers, associates and honorary officers made by the Trustees;
  - 19.3.2** the names of the Trustees present at each meeting of the Trustees and of any committee or sub-committee of the Trustees; and
  - 19.3.3** all resolutions and proceedings at all members' meetings and of the Trustees, and of committees and sub-committees of the Trustees.
- 19.4** All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Charity, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such two or more persons (including one Trustee) as the Trustees shall from time to time by resolution determine.

## **20 Appointment and retirement of Trustees**

- 20.1** A person willing to so act may be appointed as a Trustee;
- 20.1.1** by ordinary resolution of the members of the Charity; or
  - 20.1.2** by simple majority vote of the Trustees.
- 20.2** No person shall be appointed a Trustee unless:
- 20.2.1** he is recommended by the Trustees; or
  - 20.2.2** not less than three nor more than 21 days before the date appointed for the meeting there shall have been left at the Office, notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person to be proposed of his willingness to be elected.
- 20.3** The Trustees shall not be subject to retirement by rotation.
- 20.4** The Trustees shall have the power, at any time and from time to time, to appoint any person to be a Trustee either to fill a casual vacancy or as an addition to the existing Trustees, but so that the total number of Trustees shall not at any time exceed the number fixed in accordance with the Articles.
- 20.5** Any Trustee appointed to fill a casual vacancy or as an addition to the existing Trustees shall hold office only until the next members' meeting and shall be eligible for re-election at such meeting.

## **21 Disqualification and removal of Trustees**

- 21.1** A Trustee shall cease to hold office if he:

- 21.1.1** ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a trustee by virtue of section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision); or
  - 21.1.2** becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or
  - 21.1.3** resigns his office by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
  - 21.1.4** is absent without permission of the Trustees from all their meetings held within a period of 6 months and the Trustees resolve that his office be vacated.
- 21.2** The Charity may, in accordance with and subject to the provisions of the Acts, by ordinary resolution of which special notice has been given, remove any Trustee before the expiration of his period of office (notwithstanding anything in the Articles or in any agreement between the Charity and such Trustee) and appoint another person in place of a Trustee so removed from office. The person appointed to fill such a vacancy shall be subject to retirement at the same time as if he had become a Trustee on the day on which the Trustee in whose place he is appointed was last elected a Trustee.

## **22 Proceedings of Trustees**

- 22.1** The Trustees may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. A Trustee may, and the Secretary on the requisition of a Trustee shall, at any time summon a meeting of the Trustees. The Trustees shall be deemed to meet together if, being in separate locations, they are nonetheless linked by conference telephone or other communication equipment which allows those participating to hear and speak to each other. Such a meeting shall be deemed to take 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.
- 22.2** The Trustees may elect a Chairman and determine the period for which he is to hold office; but, if the position of Chairman is vacant, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Trustees present may choose one of their number to be chairman of the meeting.
- 22.3** Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote.
- 22.4** Save as otherwise provided in the Articles the quorum necessary for the transaction of the business of the Trustees shall be two or such greater number as the Trustees shall from time to time determine. A Trustee shall not be counted in the quorum when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 22.5** The Trustees may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of Trustees, the Trustees or Trustee may act for the purpose of increasing the number of Trustees to that number, or of summoning a members' meeting, but for no other purpose.
- 22.6** The Trustees may delegate any of their powers to committees or sub-committees consisting of such Trustees as the Trustees think fit; any committee or sub-committee so formed shall, in the exercise of the powers delegated to it, conform to any regulations that may be imposed on it by the Trustees. Any such regulations may provide for or authorise the co-option to any such committee or sub-committee of members of the Charity not being Trustees, or of others not being members of the Charity, or of the Trustees and for such co-opted members to have voting rights as members of such committee or sub-

committee but so that the number of co-opted members shall not exceed one half of the total number of members of such committee or sub-committee provided that a resolution of such committee or sub-committee shall not be effective unless a majority of the members of such committee or sub-committee present at the meeting are Trustees or unless the resolution is confirmed by the Trustees. All acts and proceedings of each such sub-committee should be reported back to the Trustees as soon as possible.

**22.7** The meetings and proceedings of any such committee or sub-committee as is referred to in Article 23.6 shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any regulations made by the Trustees.

**22.8** All acts bona fide done by any meeting of the Trustees or of a committee or sub-committee of the Trustees, or by any person acting as a Trustee or as a member of a committee or sub-committee, shall notwithstanding that it is discovered afterwards that there was some defect in the appointment of any such Trustees or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee or member of a committee or sub-committee.

**22.9** A resolution in writing, signed by a simple majority of all the Trustees for the time being entitled to receive notice of the meeting of the Trustees and entitled to vote at such meeting, shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees.

**22.10** 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 Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Trustee must absent himself from any discussions of the Trustees of any matter in respect of which it is possible that a conflict will arise between his duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest) and shall not vote on such matter.

**22.11** If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

**22.11.1** 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;

**22.11.2** 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

**22.11.3** the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.

## **23 Secretary**

**23.1** Subject to the provisions of the Acts the Secretary shall be appointed by the Trustees for such time, at such reasonable and proper remuneration and upon such conditions consistent with Article 5 as they may think fit, and any Secretary so appointed may be removed by them. The Trustees may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

**23.2** A provision of the Acts or Articles requiring or authorising a thing to be done by a Trustee and the Secretary shall not be satisfied by its being done by or to the same person acting both as Trustee and as, or in place of, the Secretary.

## **24 Accounts**

- 24.1** The Trustees shall cause proper accounting records to be kept in accordance with the Acts.
- 24.2** The accounting records shall be kept at the Office or, subject to the provisions of the Acts, at such other place or places as the Trustees shall think fit, and shall always be open to the inspection of the Trustees.

## **25 Annual report and return**

The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and return and transmission of them to the Charity Commissioners.

## **26 Notices**

- 26.1** A notice may be given by the Charity to any member either personally or by sending it by post to his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the expiration of 48 hours after the letter containing the same is posted.
- 26.2** Notice of every members' meeting shall be given in any manner authorised in the Articles to every member and to the Auditors for the time being of the Charity.
- 26.3** If a member has not registered an address with the Charity for the giving of notice to him, or if he has registered only an address which is not within the United Kingdom, he shall not be entitled to receive any notice from the Charity.

## **27 Indemnity**

Subject to the provisions of the Acts every Trustee or other officer (including any Auditor) of the Charity shall be entitled to be indemnified out of the assets of the Charity against all costs, charges, losses, expenses and liabilities (including any such liability as is mentioned in section 533 of the Act) which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Trustee or other officer (including any Auditor) shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Charity in the execution of the duties of his office or in relation thereto.

## **28 Winding-up**

If the Charity is wound up or dissolved and, after the satisfaction of all its debts and liabilities, any property remains it shall not be paid to or distributed among the members of the Charity but shall be given or transferred to some other charity or charities having objects that are in the opinion of the members similar to the Objects and which prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity by Article 7 chosen by the members of the Charity at or before the time of dissolution and if this is not possible, then to such charity or charities having some other charitable object as shall be chosen by the members.