Company Number: 09349804

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

-OF-

UNIVERSITIES AND COLLEGES INFORMATION SYSTEMS ASSOCIATION

(the "**Company**")

(Pursuant to Section 283 of The Companies Act 2006)

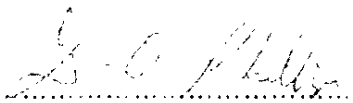
At a General Meeting of the Company duly convened and held in the Tregonwell Suite at Bournemouth International Centre, Exeter Road, Bournemouth BH2 5BH on Thursday 8th March 2018 the following Resolution was duly passed as a Special Resolution:-

SPECIAL RESOLUTION

"That the Company's Articles of Association are amended so that Article 5 is deleted in its entirety and replaced with a new Article 5 in the form attached to the Notice of Annual General Meeting and produced to this meeting."

SATURDAY
A7903ØYP
A03 07/07/2018 #117
COMPANIES HOUSE

Signed:



Director

Dated: 3 July 2018

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION*

of

UNIVERSITIES AND COLLEGES INFORMATION SYSTEMS ASSOCIATION

Incorporated on 10 December 2014

*As amended by special resolutions passed on 19 March 2015 and 8 March 2018

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THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

UNIVERSITIES AND COLLEGES INFORMATION SYSTEMS ASSOCIATION

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1. NAME AND REGISTERED OFFICE

1.1 The name of the **Charity** is the Universities and Colleges Information Systems Association.

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

2. INTERPRETATION

2.1 The interpretation provision in **Article** 20 shall apply.

2.2 The emboldening of a word or expression on the first occasion that it is used indicates that the word or expression is defined in Article 20.

3. OBJECT[1]

The object of the Charity is to promote and advance education for the public benefit in information systems and digital technologies and their use in education and research and no other purposes.

4. POWERS

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

4.1 to provide a forum for ascertaining and making known the views of the

[1] An older version of this Article was deleted and replaced in its entirety by a special resolution passed on19 March 2015.

Membership on matters affecting computing and information systems in universities;

4.2 to promote or carry out research;

4.3 to provide advice;

4.4 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences broadcasts or courses of instruction;

4.5 to publish or distribute information;

4.6 to co-operate or collaborate with other bodies and engage in joint ventures;

4.7 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;

4.8 to support, administer or set up other charities and undertake and execute charitable trusts;

4.9 to raise funds (but not by means of **Taxable Trading**);

4.10 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;

4.11 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Acts**);

4.12 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;

4.13 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);

4.14 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;

4.15 to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in

connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;

4.16 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;

4.17 to make grants or loans of money and to give guarantees;

4.18 to set aside funds for special purposes or as reserves against future expenditure;

4.19 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;

4.20 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **Financial Expert**, unless the **Trustees** reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);

4.21 to delegate the management of investments to a Financial Expert, but only on terms that:

(a) require the Financial Expert to comply with any investment policy (and any revision of that policy) set down **In Writing** for the Financial Expert by the Trustees;

(b) require the Financial Expert to report every transaction to the Trustees;

(c) require the Financial Expert to review the performance of the investments with the Trustees regularly;

(d) entitle the Trustees to cancel the delegation arrangement at any time;

(e) require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a **Year**;

(f) require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt;

(g) prohibit the Financial Expert from doing anything outside the powers of the Trustees;

4.22 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial

Expert acting under the instructions of the Trustees) and to pay any reasonable fee required;

4.23 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

4.24 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as **Charity Trustees** or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

4.25 subject to Article 8, to employ officers, employees and workers and to engage consultants, advisers, agents and volunteers;

4.26 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers employees and workers, their widows and children;

4.27 to enter into contracts to provide services to or on behalf of other bodies;

4.28 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated;

4.29 to establish or acquire subsidiary companies;

4.30 to pay the reasonable and proper costs of forming and administering the Charity; and

4.31 to do anything else within the law which promotes or helps to promote the Object.

5. THE TRUSTEES

5.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.

5.2 The number of Trustees when complete shall be not less than seven and not more than eleven, at least one of whom shall be a natural person, and shall comprise the following:

(a) the **Honorary Officers** elected pursuant to Article 5.3;

(b) up to three **Elected Trustees** elected pursuant to Article 5.4;

(c) up to four **Co-opted Trustees** co-opted pursuant to Article 5.5.

5.3 The Honorary Officers shall be elected at each **AGM** by **Ordinary Resolution** and, subject to earlier termination under Article 5.7, shall hold office for a term of two years. No person shall be elected as an Honorary Officer unless he is an employee of a **Member** institution.[2]

5.4 The Elected Trustees shall be elected at an AGM by Ordinary Resolution and, subject to earlier termination under Article 5.7, shall hold office for a term of two years. No person shall be elected as an Elected Trustee unless he is an employee of a Member institution.

5.5 Subject to Article 5.2 the Trustees may co-opt a person who is willing to act to be a Co-opted Trustee, either to fill a vacancy or as an additional Trustee. A Co-opted Trustee shall, subject to earlier termination under Article 5.7, hold office for a term from the date of appointment until the next following AGM and he shall vacate his office at the conclusion of that AGM. A person co-opted as a Co-opted Trustee need not be an employee of a Member institution.

5.6 A Trustee who retires may, if willing to act, be re-appointed at the AGM held in the Year in which his term of office ends. If a retiring Trustee does not seek reappointment or is not re-appointed, he shall retain office until the end of the AGM held in the Year in which his term of office ends. Any appointment or re-appointment as Trustee shall take effect from the end of the meeting at which they are appointed or re-appointed, unless otherwise specified in the relevant resolution. No person shall be a Trustee for more than eight consecutive years, except in exceptional circumstances where such extension is authorised by a majority of at least 75% of Members attending and entitled to vote at an AGM.[3]

5.7 A Trustee's term of office automatically terminates if he or she:

(a) is disqualified under the Charities Acts from acting as a Charity Trustee;

(b) is disqualified under the **Companies Acts** from acting as a Director;

(c) is incapable, whether mentally or physically, of managing his or her own affairs;

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[2] This Article was amended by a special resolution passed on 8 March 2018.

[3] An older version of this Article was deleted and replaced in its entirety by a special resolution passed on 19 March 2015. Further amendments were introduced by a special resolution passed on 8 March 2018.

(d) is absent from four consecutive meetings of the Trustees without consent;

(e) resigns by **Written** notice to the Trustees (but only if at least two Trustees will remain in office);

(f) is removed by Ordinary Resolution at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views; or

(g) is an Honorary Officer or an Elected Trustee and ceases to be employed by a Member institution.

5.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6. PROCEEDINGS OF TRUSTEES

6.1 The Trustees must hold at least two meetings each Year.

6.2 A meeting of the Trustees shall be quorate if one more than half of the total number of Trustees for the time being (or such other number as the Trustees may from time to time decide) is present.

6.3 Any Trustee may call a meeting of the Trustees by giving reasonable notice of the meeting to the Trustees or by authorising the **Honorary Secretary** to give such notice.

6.4 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

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

6.6 Every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution circulated to all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose:

(a) the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees;

and

(b) the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

6.7 Except for the chairman of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.

6.8 The Chairman may invite other persons to attend meetings of the Trustees, but such persons shall not have a right to vote.

6.9 A Trustee must avoid a situation in which he has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:

(a) the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;

(b) the situation is authorised by the Trustees in accordance with Article 6.10; or

(c) the situation relates to the purchase of trustee indemnity insurance in accordance with Article 4.24.

6.10 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that:

(a) the procedure in Article 6.11 is followed;

(b) authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Trustee or any **Person Connected to a Trustee** that would not be permitted by Article 8; and

(c) the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.

6.11 Whenever a Trustee has a **Personal Interest** in a matter to be discussed at a meeting of the Trustees or a **Committee** the Trustee concerned must:

(a) declare his interest before discussion begins on the matter;

(b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;

(c) not be counted in the quorum for that part of the meeting; and

(d) withdraw during the vote and have no vote on the matter.

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

7. POWERS OF TRUSTEES

7.1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any **Special Resolution**.

7.2 Without prejudice to Article 7.1, the Trustees may:

(a) appoint and remove any individual to act as **Secretary** to the Charity;

(b) delegate any of their functions to Committees consisting of two or more individuals appointed by them, but at least one member of every Committee must be a Trustee and all proceedings of Committees must be reported to the Trustees;

(c) make regulations consistent with the Articles and the Companies Acts to govern:

(i) proceedings at general meetings;

(ii) proceedings at meetings of Trustees and meetings of Committees; and

(iii) the administration of the Charity and the use of its seal (if any);

(d) establish procedures to assist the resolution of disputes within the Charity;

(e) exercise any powers of the Charity which are not reserved to a general meeting.

7.3 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 5.2 it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees filling up vacancies in their body or summoning a general meeting but not for any other purpose.

8. BENEFITS TO MEMBERS AND TRUSTEES

8.1 The property and funds of the Charity must be used only for promoting the Object and do not belong to the Members of the Charity but:

(a) **Authorised Representatives** who are not Trustees may be employed by the Charity;

(b) Members, their Authorised Representatives and Trustees may be paid interest at a reasonable rate on money lent to the Charity;

(c) Members, their Authorised Representatives and Trustees may be paid a reasonable rent or hiring fee for property let or hired to the Charity;

(d) Members, their Authorised Representatives and Trustees who are beneficiaries may receive charitable benefits in that capacity.

8.2 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:

(a) as mentioned in Articles 4.24, 8.1(b), 8.1(c), 8.1(d), 8.3 or 18;

(b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;

(c) payment to any company in which a Trustee has no more than a 1% shareholding;

(d) payment to a company of which a Trustee is an employee;

(e) in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).

8.3 Any Trustee (or any Person Connected to a Trustee whose remuneration might result in a Trustee obtaining a Material Benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:

(a) the goods or services are actually required by the Charity;

(b) any conflict of interests is authorised by the Trustees in accordance with Article 6.10;

(c) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.11;

(d) in any financial year, no more than one half of the Trustees are subject to such a contract (or have a person connected to them who is subject to such a contract).

9. MEMBERSHIP

9.1 The Charity must maintain a register of Members in accordance with the Companies Acts.

9.2 The subscribers to the **Memorandum** are the first Members of the Charity Thereafter, Membership of the Charity is open to any university, college, other educational institution (and other categories determined by the Charity in general meeting) interested in promoting the Object that:

(a) applies to the Charity in the form required by the Charity;

(b) pays the subscription required by the Charity; and

(c) is approved by the Trustees.

9.3 The Charity may establish different classes of membership, including classes of membership associates, and prescribe their respective privileges and duties. For the avoidance of doubt, such membership associates shall not be Members of the Charity for the purposes of the Companies Acts.

9.4 The annual subscriptions for Members and for all classes of membership associates, save for that of **Commercial Membership Associates**, will be approved by the Members at the AGM. The annual subscription for any Commercial Membership Associates will be approved by the Trustees.

9.5 Membership is terminated if the Member concerned:

(a) gives Written notice of resignation to the Charity;

(b) dies or (in the case of an organisation) ceases to exist;

(c) is more than six **Months** in arrears in paying the relevant subscription (if any) but in such a case the Member may be reinstated on payment of the amount due; or

(d) is removed from Membership by resolution of the Trustees on the ground that in the reasonable opinion of the Trustees it would be in the best interests of the Charity for the Member's Membership to be terminated (but only after notifying the Member In Writing and considering the matter in the light of any Written representations which the Member concerned puts forward within 14 **Clear Days** after receiving notice).

9.6 Membership of the Charity is not transferable.

10. GENERAL MEETINGS

10.1 Members are entitled to attend general meetings through an Authorised Representative or by proxy. General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed.

10.2 There is a quorum at a general meeting if the number of Members represented through an Authorised Representative or by proxy is at least 10% of the Members for the time being of the Charity.

10.3 The Chairman or (if the Chairman is unable or unwilling to do so) a Member elected by those present presides at a general meeting.

10.4 The Charity must hold an AGM in every Year which all Members are entitled to attend. The first AGM must be held within 10 months after the end of the Charity's first financial year.

10.5 At an AGM the Members:

(a) receive the accounts of the Charity for the previous financial year;

(b) receive the Trustees' report on the Charity's activities since the previous AGM;

(c) elect persons to fill the vacancies arising among the Honorary Officers and Elected Trustees;

(d) elect the chairmen of any **Groups**;

(e) appoint auditors for the Charity;

(f) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and

(g) may determine any issues of policy or deal with any other business put before them.

10.6 Any general meeting which is not an AGM is an **EGM**.

10.7 An EGM may be called at any time by the Trustees.

10.8 An EGM may be called on a Written request to the Trustees from at least 5% of the Members.

10.9 On receipt of a Written request made pursuant to Article 10.8, the Trustees must call an EGM within 21 days and the EGM must be held not more than 28 days after the date of the notice calling the EGM.

11. APPOINTMENT OF PROXIES

11.1 Proxies may only be validly appointed by a notice In Writing which:

(a) states the name and address of the Member appointing the proxy;

(b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

(c) is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine;

(d) is delivered to the Charity in accordance with Article 15.8;

(e) is received by the Charity at least 24 hours before the meeting to which it relates.

11.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.

11.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

11.4 Unless a proxy notice indicates otherwise, it should be treated as:

(a) allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;

(b) appointing that person as a proxy in relation to any adjournment of the

general meeting to which it relates as well as to the meeting itself.

11.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 15.8, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

12. VOTING AT GENERAL MEETINGS

12.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.

12.2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.

12.3 Subject to Article 12.4, every Member present through an Authorised Representative or by proxy has one vote on each issue.

12.4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands.

12.5 A poll on a resolution may be demanded:

(a) in advance of the general meeting where it is to be put to the vote; or

(b) 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.

12.6 A poll may be demanded by:

(a) the chairman of the meeting;

(b) any Trustee;

(c) two or more persons having the right to vote on the resolution; or

(d) a person representing at least 10% of the total voting rights of all the Members present at the meeting and having the right to vote on the resolution.

12.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal.

12.8 Polls must be taken immediately and in such manner as the chairman of the

meeting directs.

13. WRITTEN RESOLUTIONS

13.1 Subject to Article 13.2, a resolution In Writing agreed by a simple majority (or in the case of a Special Resolution by a majority of 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 provided that a copy of the proposed resolution has been sent to every eligible Member and a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of Members has signified its agreement to the resolution in an **Authenticated Document** which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution In Writing may comprise several copies to which one or more Members have signified their agreement. In the case of a Member that is an organisation, its Authorised Representative may signify agreement.

13.2 The following may not be passed as a written resolution:

(a) a resolution to remove a Trustee before his period of office expires; and

(b) a resolution to remove an auditor before his period of office expires.

14. RECORDS AND ACCOUNTS

14.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

(a) annual reports;

(b) annual returns; and

(c) annual statements of account.

14.2 The Trustees must keep proper records of:

(a) all resolutions of Members passed otherwise than at a general meeting;

(b) all proceedings at general meetings;

(c) all proceedings at meetings of the Trustees;

(d) all reports of Committees; and

(e) all professional advice obtained.

14.3 The records referred to in Articles 14.2(a), 14.2(b) and 14.2(c) must be kept for 10 years from the date of the resolution, general meeting or Trustees' meeting, as relevant.

14.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members if the Trustees so decide.

14.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a Written request for it and pays the Charity's reasonable costs.

15. COMMUNICATION WITH MEMBERS

15.1 The Charity may validly send or supply any document (including any notice) or information to a Member:

(a) by delivering it by hand to the address recorded for the Member in the register of Members;

(b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members;

(c) by fax to a fax number notified by the Member In Writing;

(d) by electronic mail to an email address notified by the Member In Writing; or

(e) by means of a website the address of which has been notified to the Member In Writing;

in accordance with this Article 15.

15.2 The Charity may only send a document or information to a Member by electronic mail:

(a) where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and

(b) to the address specified for that purpose by the Member.

15.3 The Charity may send a document or information to a Member via a website if the Member concerned has not responded within 28 days of the Charity sending him a request asking him to agree to the Charity communicating with him in that manner, provided that:

(a) the request stated clearly what the effect of failure to respond would be;

(b) when the request is sent to the Member, at least 12 months have passed since the Charity last requested the Member to agree to receive the same or a similar type of document or information via a website;

(c) the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it; and

(d) the Charity complies with the requirements of Articles 15.4 and 15.5.

15.4 When sending information or a document via a website, the Charity must notify each intended recipient of:

(a) the presence of the document or information on the website;

(b) the address of the website;

(c) the place on the website where it may be accessed; and

(d) how to access the document or information.

15.5 Where information or a document is sent to Members via a website in accordance with this Article, the document or information must remain on the website:

(a) in the case of notice of a general meeting, until after the general meeting has ended; and

(b) in all other cases, for 28 days beginning with the date on which the Charity sent notification pursuant to Article 15.4.

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

(a) 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address;

(b) two Clear Days after being sent by first class post to the relevant address;

(c) three Clear Days after being sent by second class or overseas post to the relevant address;

(d) on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with Article 15.4);

(e) on being handed to the Member's Authorised Representative personally; or if earlier

(f) as soon as the Member acknowledges actual receipt.

15.7 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

15.8 Members may validly send any notice or document to the Charity:

(a) by post to:

(i) the Charity's registered office; or

(ii) any other address specified by the Charity for such purposes;

(b) to any fax number or email address provided by the Charity for such purposes.

16. DISPUTES

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

17. GUARANTEE

17.1 The liability of Members is limited.

17.2 Every Member promises, if the Charity is dissolved while he remains a Member or within 12 months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the Charity while he was a Member.

18. INDEMNITY

The Charity shall indemnify every Trustee in respect of any **Relevant Liabilities Properly Incurred** in running the Charity.

19. WINDING UP

19.1 The Charity may at any time before, and in expectation of, its dissolution resolve that any assets remaining after provision has been made for all its liabilities be applied in one or more of the following ways:

(a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Object;

(b) directly for the Object or charitable purposes within or similar to the Object;

(c) in such other manner consistent with charitable status as the Commission approves In Writing in advance.

19.2 A final report and statement of account must be sent to the Commission.

20. INTERPRETATION

20.1 In the Articles:

AGM	means an annual general meeting of the Charity;
Articles	means these articles of association;
Authenticated Document	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement);

Authorised Representative	means an individual who is authorised by a Member institution to act on its behalf at meetings of the Charity and whose name is notified to the Charity in accordance with the Articles;
Chairman	means the chairman of the Trustees who shall also be the chairman of the Charity;
Charities Acts	means the Charities Acts 1992 to 2011;
Charity	means the company governed by the Articles;
Charity Trustee	has the meaning prescribed by section 177 of the Charities Act 2011;
Clear Days	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;
Commercial Membership Associate	means a limited membership offered to organisations that are not educational institutions, charities or individuals. For the avoidance of doubt, Commercial Membership
Commission	means the Charity Commission for England and Wales;
Committee	means a committee to which the Trustees have delegated a function pursuant to Article 7.2(b) but, for the avoidance of doubt, does not include Groups;
Companies Acts	means the Companies Acts 1985 to 2006;
Co-opted Trustee	means a Trustee co-opted pursuant to Article 5.5;
Deputy Chairman	means the deputy or vice chairman of the Trustees who shall also be the deputy or

	vice chairman of the Charity;
EGM	means an extraordinary general meeting of the Charity;
Elected Trustee	means a Trustee elected pursuant to Article 5.4;
Financial Expert	means a person who is reasonably believed by the Trustees to be qualified to give the relevant advice and/or provide the relevant services by his ability in and practical experience of financial and other matters relating to the investment;
Group	means a group established by the Trustees but to which the Trustees have not delegated any functions pursuant to Article 7.2(b);
Honorary Officers	means the Chairman, **Deputy Chairman**, Honorary Secretary and Treasurer of the Charity;
Material Benefit	means a benefit which may or may not be financial but which has a monetary value;
Member and Membership	refer to membership of the Charity;
Memorandum	means the Memorandum of Association of the Charity;
Month	means calendar month;
Object	means the object of the Charity set out in Article 3;
Ordinary Resolution	means a resolution of the Members that is passed by a simple majority;
Person Connected To A Trustee	means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee; (b)

the spouse or civil partner of a Trustee or anyone falling within paragraph (a); (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b); (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together); (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);

Personal Interest means an interest which conflicts with the interests of the Charity but does not include an interest in purchasing trustee indemnity insurance;

Properly Incurred means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity;

Relevant Liability means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability:

(a) to pay a criminal fine;

(b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);

(c) for defending criminal proceedings in which he is convicted;

(d) for defending civil proceedings in which judgment is given against him;

(e) in connection with an application for

relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;

and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity;

Secretary	means the secretary of the Charity;
Special Resolution	means a resolution of the Members that is passed by a majority of 75% or more;
Taxable Trading	means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Object, and the profits of which are liable to tax;
Treasurer	means the treasurer of the Trustees who shall also be the treasurer of the Charity;
Trustee	means a director of the Charity and **Trustees** means all of the directors;
Written or In Writing	refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail;
Year	means calendar year.

20.2 Except where the context requires otherwise, expressions defined in the Companies Acts have the same meaning in the Articles.

20.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

20.4 References to one gender shall include any other gender.

20.5 Articles 3, 4.24, 8 and 19 must not be changed without the prior Written authorisation of the Commission.

20.6 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity.