

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE COMPANY LIMITED BY GUARANTEE
EXEMPT UNDER SECTION 60**

Company Number **10388335**

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

THE ROYAL FEMALE SCHOOL OF ART FOUNDATION

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 **21st September 2016**



* N10388335I *



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01(ef)

Application to register a company



Received for filing in Electronic Format on the: **21/09/2016**

X5G005UH

*Company Name in
full:*

THE ROYAL FEMALE SCHOOL OF ART FOUNDATION

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have
a name ending with 'Limited' or permitted alternatives*

Company Type:

Private company limited by guarantee

*Situation of
Registered Office:*

England and Wales

*Proposed Registered
Office Address:*

**C/O GOVERNANCE, UNIVERSITY OF THE ARTS LONDON 272 HIGH
HOLBORN
LONDON
UNITED KINGDOM WC1V 7EY**

Sic Codes:

85600

Proposed Officers

Company Secretary ***1***

Type: **Person**

Full Forename(s): **MISS JESSICA JOAN**

Surname: **VINE**

Service Address: **recorded as Company's registered office**

The subscribers confirm that the person named has consented to act as a secretary.

Company Director 1

Type: **Person**

Full Forename(s): **MRS PAULA**

Surname: WHITTLE

Service Address: **recorded as Company's registered office**

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

Date of Birth: ****/07/1950** *Nationality:* **WELSH**

Occupation: **RETIRED**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**

Full Forename(s): **MS CAROLINE**

Surname: **MILLINGTON**

Service Address: **recorded as Company's registered office**

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/08/1949** *Nationality:* **BRITISH**

Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type: **Person**
Full Forename(s): **MS BARBARA**
Surname: **BURMAN**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/06/1948** *Nationality:* **BRITISH**
Occupation: **ACADEMIC**

The subscribers confirm that the person named has consented to act as a director.

Company Director 4

Type: **Person**
Full Forename(s): **MR MARK**
Surname: **MILLER**
Service Address: **TATE BRITAIN MILLBANK**
 LONDON
 UNITED KINGDOM SW1P 4RG
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/03/1967** *Nationality:* **BRITISH**
Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 5

Type: **Person**

Full Forename(s): **MR MICHAEL THOMAS**

Surname: **BROWN**

Service Address: **recorded as Company's registered office**

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

Date of Birth: ****/12/1954** *Nationality:* **BRITISH**

Occupation: **RETIRED**

The subscribers confirm that the person named has consented to act as a director.

Company Director 6

Type: **Person**

Full Forename(s): **MRS ELIZABETH MARGARET**

Surname: **REID**

Service Address: **recorded as Company's registered office**

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

Date of Birth: ****/04/1947** *Nationality:* **BRITISH**

Occupation: **RETIRED**

The subscribers confirm that the person named has consented to act as a director.

Company Director 7

Type: **Person**

Full Forename(s): **MS LORA MARIA**

Surname: **DE FELICE**

Service Address: **recorded as Company's registered office**

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

Date of Birth: ****/07/1972** *Nationality:* **ITALIAN**

Occupation: **BUSINESS
CONSULTANT**

The subscribers confirm that the person named has consented to act as a director.

Company Director 8

Type: **Person**

Full Forename(s): **MRS YVONNE SUSAN**

Surname: **SONSINO**

Service Address: **recorded as Company's registered office**

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

Date of Birth: ****/11/1960** *Nationality:* **BRITISH**

Occupation: **PARTNER,
INNOVATION
LEADER**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

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:

- payments 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: **PAULA WHITTLE**

Address **C/O GOVERNANCE, UNIVERSITY OF THE ARTS LONDON 272 HIGH
HOLBORN
LONDON
UNITED KINGDOM
WC1V 7EY**

Amount Guaranteed **GBP1**

Name: **CAROLINE MILLINGTON**

Address **C/O GOVERNANCE, UNIVERSITY OF THE ARTS LONDON 272 HIGH
HOLBORN
LONDON
UNITED KINGDOM
WC1V 7EY**

Amount Guaranteed **GBP1**

Name: **BARBARA BURMAN**

Address **C/O GOVERNANCE, UNIVERSITY OF THE ARTS LONDON 272 HIGH
HOLBORN
LONDON
UNITED KINGDOM
WC1V 7EY**

Amount Guaranteed **GBP1**

Name: **MARK MILLER**

Address **TATE BRITAIN MILLBANK
LONDON
UNITED KINGDOM
SW1P 4RG**

Amount Guaranteed **GBP1**

Name: **MICHAEL THOMAS BROWN**

Address **C/O GOVERNANCE, UNIVERSITY OF THE ARTS LONDON 272 HIGH
HOLBORN**

**LONDON
UNITED KINGDOM
WC1V 7EY**

Amount Guaranteed **GBP1**
Name: **ELIZABETH MARGARET REID**

Address **C/O GOVERNANCE, UNIVERSITY OF THE ARTS LONDON 272 HIGH
HOLBORN
LONDON
UNITED KINGDOM
WC1V 7EY**

Amount Guaranteed **GBP1**
Name: **LORA MARIA DE FELICE**

Address **C/O GOVERNANCE, UNIVERSITY OF THE ARTS LONDON 272 HIGH
HOLBORN
LONDON
UNITED KINGDOM
WC1V 7EY**

Amount Guaranteed **GBP1**
Name: **YVONNE SUSAN SONSINO**

Address **C/O GOVERNANCE, UNIVERSITY OF THE ARTS LONDON 272 HIGH
HOLBORN
LONDON
UNITED KINGDOM
WC1V 7EY**

Amount Guaranteed **GBP1**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

The Royal Female School of Art Foundation

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.

Name of each subscriber	Authentication by each subscriber
Mrs Paula Whittle	Mrs Paula Whittle
Ms Caroline Millington	Ms Caroline Millington
Ms Barbara Burman	Ms Barbara Burman
Mr Mark Miller	Mr Mark Miller
Mr Michael Thomas Brown	Mr Michael Thomas Brown
Mrs Elizabeth Margaret Reid	Mrs Elizabeth Margaret Reid
Ms Lora Maria De Felice	Ms Lora Maria De Felice
Mrs Yvonne Susan Sonsino	Mrs Yvonne Susan Sonsino

Dated 21/9/2016

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Articles of Association for a Charitable Company

Articles of Association of The Royal Female School of Art Foundation

COMPANY NOT HAVING A SHARE CAPITAL

Articles of Association for a Charitable Company

Articles of Association of The Royal Female School of Art Foundation

1. The company's name is

The Royal Female School of Art Foundation

(and in this document it is called the 'charity').

Exclusion of model articles

2.

The model articles of association as prescribed in schedule 2 to the Companies (Model Articles) Regulations 2008 are excluded in respect of the charity.

Interpretation

3. In the articles:

'address' means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the charity;

'Appointing Organisation' means the Working Men's College (or its successor(s)), the University of the Arts London (or its successor(s)) or the Mary Ward Centre (or its successor(s));

'the articles' means the charity's articles of association;

"the Auditors" means the external auditors of the charity for the time being;

'the Chair' means the individual appointed in accordance with article 36;

'the charity' means The Royal Female School of Art Foundation, the company intended to be regulated by the articles;

'clear days' in relation to the period of a notice means a 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;

'the Commission' means the Charity Commission for England and Wales;

'Companies Acts' means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the charity;

'Co-opted Trustee' means a Trustee appointed in accordance with article 32, and 'Co-opted Trustees' means all of them;

'document' includes, unless otherwise specified, any document sent or supplied in electronic form;

'electronic form' has the meaning given in section 1168 of the Companies Act 2006;

'Foundation Trustee' means a trustee appointed by an Appointing Organisation, and 'Foundation Trustees' means all of them;

'the memorandum' means the charity's memorandum of association;

'officers' includes the Trustees and the secretary (if any);

"person" includes natural persons, unincorporated associations, corporate bodies and organisations;

'the seal' means the common seal of the charity if it has one;

'secretary' means any person appointed to perform the duties of the secretary of the charity;

'the United Kingdom' means Great Britain and Northern Ireland; and words importing one gender shall include all genders, and the singular includes the plural and vice versa.

"the Trustees" means the Foundation Trustees and Co-opted Trustees together, who are directors of the Charity and charity trustees as defined by section 177 of the Charities Act 2011, and "Trusteeship" has a cognate meaning;

Unless the context otherwise requires words or expressions contained in the articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when these articles become binding on the charity.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

Liability of members

4.

The liability of the members is limited to a sum not exceeding £10, being the amount that each member undertakes to contribute to the assets of the charity in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:

- (1) payment of the charity's debts and liabilities incurred before he or she ceases to be a member;
- (2) payment of the costs, charges and expenses of winding up; and
- (3) adjustment of the rights of the contributories among themselves.

Objects

5. The charity's objects ('Objects') are specifically restricted to advancing the education (including social and physical training) of students:

- (1) who reside in the Greater London area or study in the Greater London area but reside elsewhere; and
- (2) primarily but not exclusively who may suffer disadvantage by reason of pregnancy, childbirth, caring or parenthood,

with a preference for education in the subjects of art and design.

Powers

6. The charity has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, to further its Objects the charity may:
- (1) provide and assist in the provision of money, materials or other help;
 - (2) organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
 - (3) publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
 - (4) promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
 - (5) provide or procure the provision of counselling and guidance;
 - (6) provide or procure the provision of advice;
 - (7) alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
 - (8) enter into contracts to provide services to or on behalf of other bodies;
 - (9) acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
 - (10) dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the charity must comply as appropriate with the Charities Act 2011);
 - (11) borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
 - (12) set aside funds for special purposes or as reserves against future expenditure;
 - (13) invest the charity's money not immediately required for its Objects in or upon any investments, securities, or property;
 - (14) arrange for investments or other property of the charity to be held in the name of a nominee or nominees and pay any reasonable fee required;
 - (15) lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
 - (16) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
 - (17) accept (or disclaim) gifts of money and any other property;
 - (18) raise funds by way of subscription, donation or otherwise;
 - (19) trade in the course of carrying out the Objects of the charity and carry on any other

- trade which is not expected to give rise to taxable profits;
- (20) incorporate and acquire subsidiary companies to carry on any trade;
- (21) subject to article 8:
 - (a) engage and pay employees, consultants and professional or other advisers; and
 - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- (22) establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- (23) 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 charity's Objects);
- (24) undertake and execute charitable trusts;
- (25) impose restrictions, which may be revocable or irrevocable, on the use of any property of the charity, including (without limitation) by creating permanent endowment;
- (26) amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- (27) co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- (28) pay out of the funds of the charity the costs of forming and registering the charity;
- (29) insure the property of the charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the charity;
- (30) provide indemnity insurance for the Trustees or any other officer of the charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the charity); and
- (31) do all such other lawful things as may further the charity's Objects.

Application of income and property

7.

- (1) The income and property of the charity shall be applied solely towards the promotion of the Objects.
- (2)
 - (a) A Trustee is entitled to be reimbursed from the property of the charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the charity.
 - (b) A Trustee may benefit from trustee indemnity insurance cover purchased at the charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

- (c) A Trustee may receive an indemnity from the charity in the circumstances specified in article 60.
 - (d) A Trustee may not receive any other benefit or payment unless it is authorised by article 8.
- (3) Subject to article 8, none of the income or property of the charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the charity. This does not prevent a member who is not also a Trustee receiving:
- (a) a benefit from the charity in the capacity of a beneficiary of the charity;
 - (b) reasonable and proper remuneration for any goods or services supplied to the charity.

Benefits and payments to charity Trustees and connected persons

8.

(1) General provisions

No Trustee or connected person may:

- (a) buy any goods or services from the charity on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the charity;
- (c) be employed by, or receive any remuneration from, the charity;
- (d) receive any other financial benefit from the charity;

unless the payment is permitted by sub-clause (2) of this article, or authorised by the court or the Charity Commission.

In this article a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

Scope and powers permitting Trustees' or connected persons' benefits

(2)

- (a) A Trustee or connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity provided that a majority of the Trustees do not benefit in this way.
- (b) A Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- (c) Subject to sub-clause (3) of this article a Trustee or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by the Trustee or connected person.
- (d) A Trustee or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee

concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

- (f) The Trustees may arrange for the purchase, out of the funds of the charity, of insurance designed to indemnify the Trustees in accordance with the terms of, and subject to the conditions in, section 189 of the Charities Act 2011.
- (g) A Trustee or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.

Payment for supply of goods only – controls

- (3) The charity and the Trustees may only rely upon the authority provided by sub-clause (2) (c) of this article if each of the following conditions is satisfied:
 - (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity or its Trustees (as the case may be) and the Trustee or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the charity.
 - (b) 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.
 - (c) The other Trustees are satisfied that it is in the best interests of the charity to contract with the supplier 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.
 - (d) The supplier 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 her or it with regard to the supply of goods to the charity.
 - (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.
 - (f) The reason for their decision is recorded by the Trustees in the minute book.
 - (g) A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by article 8.
- (4) In sub-clauses (2) and (3) of this article:
 - (a) 'charity' includes any company in which the charity:
 - (i) holds more than 50% of the shares; or
 - (ii) controls more than 50% of the voting rights attached to the shares; or
 - (iii) has the right to appoint one or more Trustees to the board of the company.
 - (b) 'connected person' includes any person within the definition in article 65 'Interpretation'.

Conflicts of interest

9. Declaration of interests

- (1) Unless article 9(2) applies, a Trustee must declare the nature and extent of:

- (a) any direct or indirect interest which he or she has in a proposed transaction or arrangement with the charity; and
 - (b) any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the charity or his or her duties to the charity.
- (2) There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

10.

- (1) If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.
- (2) If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
 - (a) the decision could result in the Trustee or a connected person receiving a benefit other than:
 - i. any benefit received in his, her or its capacity as a beneficiary of the charity (as permitted under article 8) and which is available generally to the beneficiaries of the charity;
 - ii. the payment of premiums in respect of indemnity insurance effected in accordance with article 6(30);
 - iii. payment under the indemnity set out at article 60; and
 - iv. reimbursement of expenses in accordance with article 8; or
 - (b) a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with article 10(4).
- (3) For the avoidance of doubt, if a Trustee becomes aware that one of the applications for grant aid received by the charity is from an organisation to which he or she is connected (including, in the case of a Foundation Trustee, his or her Appointing Organisation), in all circumstances he or she shall declare his or her interest and shall comply with article 10(4).
- (4) If a Trustee with a conflict of interest or conflict of duties is required to comply with this article 10(4), he or she must:
 - (a) withdraw from the part of the meeting at which there is discussion of any arrangement or transaction about which the conflict arises;
 - (b) not be counted in the quorum for that part of the process; and
 - (c) withdraw during the vote and have no vote on the matter.

Continuing duties to the charity

11. Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these articles in respect of that conflict:

- (1) the Trustee shall not be in breach of his or her duties to the charity by withholding confidential information from the charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
- (2) the Trustee shall not be accountable to the charity for any benefit expressly permitted under these articles which he or she or a connected person derives from any matter or from any office, employment or position.

Register of Trustees' interests

12. The Trustees must cause a register of Trustees' interests to be kept.

Members

13.
 - (1) The Trustees from time to time shall be the members of the charity.
 - (2) Membership is not transferable.
 - (3) The Trustees must keep a register of names and addresses of the members.

Termination of membership

14. Membership is terminated if the member ceases to be a Trustee for whatever reason

General meetings

15. The Trustees may call a general meeting at any time.

Notice of general meetings

16.
 - (1) The minimum periods of notice required to hold a general meeting of the charity are:
 - (a) twenty-one clear days for a general meeting called for the passing of a special resolution;
 - (b) fourteen clear days for all other general meetings.
 - (2) A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.
 - (3) The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. The notice must contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and article 23.
 - (4) The notice must be given to all the members and the auditors.
17. 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 charity.

Proceedings at general meetings

18.
 - (1) No business shall be transacted at any general meeting unless a quorum is present. 'Present' includes being present by suitable electronic means in which a participant or participants may communicate with all the other participants.

- (2) A quorum is five members, of whom at least three shall be Co-opted Trustees, present in person or by proxy and entitled to vote upon the business to be conducted at the meeting.

19.

- (1) If:
 - (a) a quorum is not present within half an hour from the time appointed for the meeting; or
 - (b) during a meeting a quorum ceases to be present;the meeting shall be adjourned to such time and place as the Trustees shall determine.
- (2) The Trustees must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.
- (3) If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.

20.

- (1) General meetings shall be chaired by the Chair.
- (2) If the Chair is not present within ten minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting.

21.

- (1) The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- (2) The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- (3) No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- (4) If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

22.

- (1) Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
 - (a) by the person chairing the meeting; or
 - (b) by at least two members present in person or by proxy and having the right to vote at the meeting.
- (2)
 - (a) The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
 - (b) The result of the vote must be recorded in the minutes of the charity but the number or proportion of votes cast need not be recorded.

(3)

- (a) A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- (b) 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.

(4)

- (a) A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- (b) The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

(5)

- (a) A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- (b) A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- (c) The poll must be taken within thirty days after it has been demanded.
- (d) If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- (e) If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

Content of proxy notices

23.

- (1) Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which -
 - (a) states the name and address of the member appointing the proxy;
 - (b) appoints another member to be that member's proxy and identifies the general meeting in relation to which that other member is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - (d) is delivered to the charity in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (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.
- (4) Unless a proxy notice indicates otherwise, it must be treated as -
 - (a) allowing the other member appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that other member as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of proxy notices

23A.

- (1) 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 charity by or on behalf of that person.
- (2) An appointment under a proxy notice may be revoked by delivering to the charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Written resolutions

24.

- (1) 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) a copy of the proposed resolution has been sent to every eligible member;
 - (b) a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
 - (c) it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.
- (2) A resolution in writing may comprise several copies to which one or more members have signified their agreement.

Votes of members

25. Every member shall have one vote.
26. Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

Trustees

27.

- (1) A Trustee must be a natural person aged 16 years or older.
 - (2) No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of article 40.
28. There shall be a maximum of eight Trustees.
 29. The first directors shall be those persons notified to Companies House as the first directors.

30. A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.

Powers of Trustees

- 31.
- (1) The Trustees shall manage the business and affairs 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.
 - (2) No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
 - (3) Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

Appointment of Trustees

32. The Board of Trustees shall be constituted as follows:
- (1) one Foundation Trustee appointed by the Working Men's College (or its successor(s));
 - (2) one Foundation Trustee appointed by the University of the Arts London (or its successor(s));
 - (3) one Foundation Trustee appointed by the Mary Ward Centre (or its successor(s)); and
 - (4) a minimum of four Co-opted Trustees, appointed unanimously by the Trustees.
33. Save as provided for in Article 37, each Trustee shall hold office for a period of four years and may be re-appointed by his or her Appointing Organisation, in the case of a Foundation Trustee, or the Trustees, in the case of a Co-opted Trustee, upon expiry of his or her initial term for one further period of four years.
34. No Foundation Trustee or Co-opted Trustee may be an officer, director or employee of any Appointing Organisation.
35. The appointment of a Trustee, whether by an Appointing Organisation or by the Trustees, must not cause the number of Trustees to exceed eight.

Appointment of the Chair

36. The Trustees shall, at their first meeting in each calendar year, elect one of the Co-opted Trustees to act as Chair until the commencement of the first meeting in the following calendar year. Subject to Article 33, the Chair shall always be eligible for re-election.

Retirement of Trustees

- 37.
- (1) At the first meeting of the Trustees in the third calendar year following incorporation of the charity, one Foundation Trustee and one Co-opted Trustee must retire from office.
 - (2) At the first meeting of the Trustees in the fourth calendar year following incorporation of the charity, one Foundation Trustee and two Co-opted Trustees must retire from office.
 - (3) At the first meeting of the Trustees in the fifth calendar year following incorporation of the charity, one Foundation Trustee and two Co-opted Trustees must retire from office.

38.

- (1) the Foundation Trustee to retire by rotation shall be the Foundation Trustee who has been longest in office since the last appointment. If any Foundation Trustees became or were appointed Foundation Trustees on the same day the Foundation Trustee to retire shall (unless they otherwise agree among themselves) be determined by lot.
- (2) the Co-opted Trustee(s) to retire by rotation shall be the Co-opted Trustee(s) who has been longest in office since the last appointment. If any Co-opted Trustees became or were appointed Co-opted Trustees on the same day the Co-opted Trustee(s) to retire shall (unless they otherwise agree among themselves) be determined by lot.
- (3) If a Trustee is required to retire at a meeting of the Trustees by a provision of the articles the retirement shall take effect upon the conclusion of the meeting.

39. Upon retirement in accordance with articles 37 and 38, a Trustee shall be eligible to be re-appointed as a Trustee, but only for one further period of four years.

Disqualification and removal of Trustees

40. A Trustee shall cease to hold office if he or she:

- (1) ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;
- (2) is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions);
- (3) ceases to be a member of the charity;
- (4) dies;
- (5) in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- (6) resigns as a Trustee 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);
- (7) is absent without the permission of the Trustees from all their meetings held within a period of six consecutive months and the Trustees resolve that his or her office be vacated;
- (8) is removed from office by written notice to the Trustees by his or her Appointing Organisation, in the case of a Foundation Trustee; or
- (9) is removed from office by a resolution of the Trustees that it is in the best interests of the charity that his or her trusteeship is terminated. A resolution to remove a Trustee from office may only be passed if:
 - (a) the Trustee has been given at least twenty-one days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed;
 - (b) the Trustee or, at the option of the Trustee, the Trustee's representative (who need not be a Trustee of the charity) has been allowed to make representations to the meeting.

41. If an Appointing Organisation ceases to be an Appointing Organisation or ceases to exist without a successor, the Foundation Trustee appointed by it shall continue in office until the end of his or her term, but the Appointing Organisation shall not be entitled to re-appoint the Foundation Trustee or appoint another Foundation Trustee.

Remuneration of Trustees

42. The Trustees must not be paid any remuneration unless it is authorised by article 7 or article 8.

Proceedings of Trustees

43.

- (1) The Trustees may regulate their proceedings as they think fit, subject to the provisions of the articles.
- (2) Any Trustee may call a meeting of the Trustees.
- (3) The secretary (if any) must call a meeting of the Trustees if requested to do so by a Trustee.
- (4) Questions arising at a meeting of the Trustees shall be decided by a majority of votes. Subject to Article 10(4), each Trustee present shall have one vote.
- (5) In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.
- (6) A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.

44.

- (1) No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants.
- (2) The quorum shall be five Trustees, of whom at least three shall be Co-opted Trustees.
- (3) A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.

45. If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.

46.

- (1) The Chair shall be entitled to preside at all meetings of the Trustees at which he/she shall be present. If at any meeting the Chair is not present within ten minutes after the time appointed for holding the meeting, the Trustees present shall choose one of their number to be chair of that meeting.
- (3) The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by the articles or delegated to him or her by the Trustees.

47.

- (1) A resolution in writing or in electronic form agreed by all of the Trustees entitled to receive notice of a meeting of the Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held.

- (2) The resolution in writing or in electronic form may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.

Delegation

48.

- (1) The Trustees may delegate any of their powers or functions to a committee of two or more Trustees but the terms of any delegation must be recorded in the minute book.
- (2) The Trustees may impose conditions when delegating, including the conditions that:
 - (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
 - (b) no expenditure may be incurred on behalf of the charity except in accordance with a budget previously agreed with the Trustees.
- (3) The Trustees may revoke or alter a delegation.
- (4) All acts and proceedings of any committees must be fully and promptly reported to the Trustees.

Validity of Trustees' decisions

49.

- (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.
- (2) Article 49(1) does not permit a Trustee or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for article 49(1), the resolution would have been void, or if the Trustee has not complied with article 9.

Seal

- 50. If the charity has a seal it must only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the secretary (if any) or by a second Trustee.

Minutes

51. The Trustees must keep minutes of all:

- (1) appointments of officers made by the Trustees;
- (2) proceedings at meetings of the charity;
- (3) meetings of the Trustees and committees of Trustees including:
 - (a) the names of the Trustees present at the meeting;
 - (b) the decisions made at the meetings; and

- (c) where appropriate the reasons for the decisions.

Accounts

52.

- (1) The Trustees must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- (2) The Trustees must keep accounting records as required by the Companies Act.

Annual Report and Return and Register of Charities

53.

- (1) The Trustees must comply with the requirements of the Charities Act 2011 with regard to the:
 - (a) transmission of a copy of the statements of account to the Commission;
 - (b) preparation of an Annual Report and the transmission of a copy of it to the Commission;
 - (c) preparation of an Annual Return and its transmission to the Commission.
- (2) The Trustees must notify the Commission promptly of any changes to the charity's entry on the Central Register of Charities.

Audit

54.

- (1) The charity's accounts for each financial year shall be audited in accordance with the Companies Acts.
- (2) Auditors shall be appointed and their duties regulated in accordance with the Companies Acts.

Means of communication to be used

55.

- (1) Subject to the articles, anything sent or supplied by or to the charity under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the charity.
- (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.

56. Any notice to be given to or by any person pursuant to the articles:

- (1) must be in writing; or
- (2) must be given in electronic form.

57.

- (1) The charity may give any notice to a member either:
 - (a) personally; or
 - (b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or
 - (c) by leaving it at the address of the member; or
 - (d) by giving it in electronic form to the member's address.
- (2) A member who does not register an address with the charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the charity.

58. A member present in person at any meeting of the charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.

59.

- (1) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- (2) Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
- (3) In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:
 - (a) 48 hours after the envelope containing it was posted; or
 - (b) in the case of an electronic form of communication, 48 hours after it was sent.

Indemnity

60.

- (1) The charity may indemnify a relevant Trustee against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.
- (2) In this article a 'relevant Trustee' means any Trustee or former Trustee of the charity.

61.

The charity may indemnify an auditor against any liability incurred by him or her or it

- (1) in defending proceedings (whether civil or criminal) in which judgment is given in his or her or its favour or he or she or it is acquitted; or
- (2) in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

Rules

62.

- (1) The Trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the charity.
- (2) The bye laws may regulate the following matters but are not restricted to them:

- (a) the admission of members of the charity and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
 - (b) the conduct of members of the charity in relation to one another, and to the charity's employees and volunteers;
 - (c) the setting aside of the whole or any part or parts of the charity's premises at any particular time or times or for any particular purpose or purposes;
 - (d) the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Companies Acts or by the articles;
 - (e) generally, all such matters as are commonly the subject matter of company rules.
- (3) The charity in general meeting has the power to alter, add to or repeal the rules or bye laws.
 - (4) The Trustees must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the charity.
 - (5) The rules or bye laws shall be binding on all members of the charity. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the articles.

Disputes

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

Dissolution

64.

- (1) The members of the charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the charity be applied or transferred in any of the following ways:
 - (a) directly for the Objects; or
 - (b) by transfer to any charity or charities for purposes similar to the Objects; or
 - (c) to any charity or charities for use for particular purposes that fall within the Objects
- (2) Subject to any such resolution of the members of the charity, the Trustees of the charity may at any time before and in expectation of its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the charity be applied or transferred:
 - (a) directly for the Objects; or
 - (b) by transfer to any charity or charities for purposes similar to the Objects; or
 - (c) to any charity or charities for use for particular purposes that fall within the Objects.
- (3) In no circumstances shall the net assets of the charity be paid to or distributed among the members of the charity (except to a member that is itself a charity) and if no

resolution in accordance with article 64(1) is passed by the members or the Trustees the net assets of the charity shall be applied for charitable purposes as directed by the Court or the Commission.

Interpretation

65. In articles 8, 10 and 11, and sub-clause (2) of article 49, 'connected person' means:

- (1) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (2) the spouse or civil partner of the Trustee or of any person falling within sub-clause (1) above;
- (3) a person carrying on business in partnership with the Trustee or with any person falling within sub-clause (1) or (2) above;
- (4) an institution which is controlled –
 - (a) by the Trustee or any connected person falling within sub-clause (1), (2), or (3) above; or
 - (b) by two or more persons falling within sub-clause 4(a), when taken together
- (5) a body corporate in which –
 - (a) the Trustee or any connected person falling within sub- clauses (1) to (3) has a substantial interest; or
 - (b) two or more persons falling within sub-clause (5)(a) who, when taken together, have a substantial interest.
 - (c) Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this article.