

FILE COPY



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

Company Number **10722941**

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

THE PACKARD 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 **12th April 2017**



* N10722941D *



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: **12/04/2017**

X648BYO8

*Company Name in
full:*

THE PACKARD 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:*

**COLLYER BRISTOW LLP 4 BEDFORD ROW
LONDON
UNITED KINGDOM WC1R 4TF**

Sic Codes:

74990

Proposed Officers

Company Director **1**

Type: **Person**
Full Forename(s): **MRS DULCE MARIA DE BARROS MARCHI**
Surname: **PACKARD**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/07/1954** *Nationality:* **BRAZILIAN /
BRITISH**

Occupation: **DIRECTOR**

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

Company Director **2**

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

Date of Birth: ****/04/1986** *Nationality:* **BRAZILIAN /
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 TESSA TERESA MARCHI

Surname: **PACKARD**

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

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

Date of Birth: ****/01/1985**

Nationality: **BRAZILIAN /
BRITISH**

Occupation: **JEWELLERY
DESIGNER**

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

Company Director 4

Type: **Person**

Full Forename(s): **MR MARK DANIEL BENJAMIN**

Surname: **SIMON**

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

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/03/1965** *Nationality:* **BRITISH**

Occupation: **SOLICITOR -
PARTNER**

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

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **MRS DULCE MARIA DE BARROS MARCHI PACKARD**

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

Date of Birth: ****/07/1954** *Nationality:* **BRAZILIAN /
BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of 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: **DULCE MARIA DE BARROS MARCHI PACKARD**

Address **COLLYER BRISTOW LLP 4 BEDFORD ROW
LONDON
UNITED KINGDOM
WC1R 4TF**

Amount Guaranteed **GBP10**

Name: **ANTONIA MARIA MARCHI PACKARD**

Address **COLLYER BRISTOW LLP 4 BEDFORD ROW
LONDON
UNITED KINGDOM
WC1R 4TF**

Amount Guaranteed **GBP10**

Name: **TESSA TERESA MARCHI PACKARD**

Address **COLLYER BRISTOW LLP 4 BEDFORD ROW
LONDON
UNITED KINGDOM
WC1R 4TF**

Amount Guaranteed **GBP10**

Name: **MARK DANIEL BENJAMIN SIMON**

Address **COLLYER BRISTOW LLP 4 BEDFORD ROW
LONDON
UNITED KINGDOM
WC1R 4TF**

Amount Guaranteed **GBP10**

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 PACKARD 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 Dulce Maria De Barros Marchi Packard	Mrs Dulce Maria De Barros Marchi Packard
--	--

Ms Antonia Maria Marchi Packard	Ms Antonia Maria Marchi Packard
---------------------------------	---------------------------------

Ms Tessa Teresa Marchi Packard	Ms Tessa Teresa Marchi Packard
--------------------------------	--------------------------------

Mr Mark Daniel Benjamin Simon	Mr Mark Daniel Benjamin Simon
-------------------------------	-------------------------------

Dated 12/4/2017

Company No:

Charity No:

COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
THE PACKARD FOUNDATION**

Incorporated on

Collyer

4 Bedford Row
London WC1R 4TF
Tel: 020 7242 7363
Fax: 020 7405 0555

Ref: MDS/SEC/57048.1

Memorandum of Association of The Packard Foundation	Error! Bookmark not defined.
Articles of Association of The Packard Foundation	4
1 Name	4
2 Interpretation	4
3 Liability of Members	7
4 Objects	7
5 Powers	7
6 Application of income and property	11
7 Benefits and payments to Members and Trustees	11
8 Members	13
9 Classes of Membership	13
10 Termination of Membership	14
11 Patrons	14
12 General meetings	15
13 Notice of general meetings	15
14 Quorum at general meetings	15
15 Chairing general meetings	16
16 Adjournment of general meetings	16
17 Attendance and voting at general meetings	16
18 Proxy Notices	17
19 Written resolutions	18
20 Votes of Members	19
21 Corporate Representatives	19
22 Trustees	19
23 Powers of Trustees	20
24 Retirement of Trustees	20
25 Appointment of Trustees	20
26 Disqualification and removal of Trustees	21
27 Proceedings of Trustees	21
28 Trustee meetings	22
29 Quorum at Trustee meetings	22
30 Chairing Trustee meetings	22
31 Written resolutions of the Trustees	23
32 Trustee delegation	23
33 Declaration of Trustees' interests and conflicts of interest	23
34 Validity of Trustees' decisions	24
35 Officers	25
36 Seal	25
37 Minutes	25
38 Accounts	26
39 Annual report and return and Register of Charities	26
40 Means of communication	26
41 Indemnity	27
42 Rules	27
43 Dissolution	28

Articles of Association for a Charitable Company

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

Articles of Association of The Packard Foundation

1 Name

The name of the company is The Packard Foundation (the "**Charity**").

2 Interpretation

2.1. In these Articles, where the context admits, the following definitions and rules of construction shall apply:

2.1.1. "**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;

2.1.2. "**Articles**" means the Charity's articles of association;

2.1.3. "**Board**" means the board of Trustees;

2.1.4. "**CA 2006**" means the Companies Act 2006;

2.1.5. "**Chair**" means the person appointed to chair a general meeting of the Charity in accordance with article 15;

2.1.6. "**Charity Members**" means the members of the Charity having the right to vote at general meetings;

2.1.7. "**Charity Secretary**" means any person appointed to perform the duties of the secretary of the Charity;

2.1.8. "**Charity Treasurer**" means any person appointed to perform the duties of the treasurer of the Charity;

2.1.9. "**clear days**" means, in relation to the period of a notice, a period excluding:

(a) the day when the notice is given or deemed to be given; and

(b) the day for which it is given or on which it is to take effect;

2.1.10. "**Commission**" means the Charity Commission for England and Wales;

2.1.11. "**Companies Acts**" means the Companies Acts (as defined in s.2 CA 2006), in so far as they apply to the Charity;

2.1.12. "**Connected Person**" means:

- (a) a child, parent, grandchild, grandparent, brother or sister of a Charity Member or a Trustee;
- (b) the spouse or civil partner of a Charity Member or a Trustee or of any person falling within sub-article 2.1.12(a) above;
- (c) a person carrying on business in partnership with a Charity Member or a Trustee or with any person falling within sub-article 2.1.12(a) or 2.1.12(b);
- (d) an institution which is controlled:
 - (i) by a Charity Member or a Trustee or any Connected Person falling within sub-article 2.1.12(a), 2.1.12(b) or 2.1.12(c); or
 - (ii) by two or more persons falling within sub-article 2.1.12(d)(i) when taken together;

or

- (e) a body corporate in which:
 - (i) a Charity Member or a Trustee or any Connected Person falling within sub-articles 2.1.12(a), 2.1.12(b) or 2.1.12(c) has a substantial interest; or
 - (ii) two or more persons falling within sub-article 2.1.12(e)(i) who, when taken together, have a substantial interest.

S.118 Charities Act 2011 applies for the purposes of interpreting the term "Connected Person" used in these Articles;

- 2.1.13. **"Corporate Representative"** means any person nominated in accordance with article 21 (Corporate Representatives) to act as the representative of any corporate Charity Member at any meeting of the Charity;
- 2.1.14. **"Delegated Powers"** means the Charity's powers of investment delegated to the Managers in accordance with article 5.2.18;
- 2.1.15. **"document"** includes, unless otherwise specified, any document sent or supplied in electronic form;
- 2.1.16. **"electronic form"** has the meaning given in s.1168 CA 2006;
- 2.1.17. **"Family Trustee"** means the Founder and any trustee who is a direct descendant of the Founder and her late husband Fred Arthur Rank Packard
- 2.1.18. **"Founder"** means Dulce Maria de Barros Marchi Packard of 13 Chester Street, London, SW1X 7BB but only whilst the Founder remains a Charity Member;
- 2.1.19. **"FSMA"** means the Financial Services and Markets Act 2000;
- 2.1.20. **"hard copy form"** has the meaning given in s.1168 CA 2006;
- 2.1.21. **"Managers"** means professional investment managers appointed by the Charity;

- 2.1.22. **"Material Benefit"** means a benefit, direct or indirect, which may not be financial but has monetary value;
- 2.1.23. **"Member"** has the meaning given in s.112 CA 2006 and includes all the individuals and organisations admitted to membership (of any class or category) of the Charity whether entitled to vote at general meetings or not, and **"Membership"** shall be construed accordingly;
- 2.1.24. **"Memorandum"** means the Charity's memorandum of association;
- 2.1.25. **"Non-Family Trustee"** means a trustee who is not a Family Trustee
- 2.1.26. **"Objects"** means the objects of the Charity as set out in article 4 (Objects);
- 2.1.27. **"Officers"** includes the Trustees and the Charity Secretary (if any) and the Charity Treasurer (if any);
- 2.1.28. **"ordinary resolution"** has the meaning given in s.282 CA 2006;
- 2.1.29. **"Patron"** means a person appointed to be a patron of the Charity in accordance with article 11 (Patrons);
- 2.1.30. **"poll"** means a counted vote or ballot usually (but not exclusively) in writing;
- 2.1.31. **"Proxy"** means a person appointed as proxy to a Charity Member in accordance with article 18 (Proxy Notices);
- 2.1.32. **"Proxy Notice"** has the meaning given in article 18 (Proxy Notices);
- 2.1.33. **"Register of Charities"** means the central register of charities held and maintained by the Commission;
- 2.1.34. **"Register of Members"** means a register listing the names and addresses of each and every Member;
- 2.1.35. **"Retiring Trustee"** means a Trustee required to retire by rotation at an annual general meeting in accordance with article 24 (Retirement of Trustees);
- 2.1.36. **"seal"** means the common seal of the Charity, if it has one;
- 2.1.37. **"special resolution"** has the meaning given in s.283 CA 2006;
- 2.1.38. **"Trustee"** means a director of the Charity and includes both Family Trustees and Non-Family Trustees. The Trustees are charity trustees as defined by s.177 Charities Act 2011;
- 2.1.39. **"United Kingdom"** means the United Kingdom of Great Britain and Northern Ireland;
- 2.1.40. **"writing"** means the representation or reproduction of letters, words, symbols, diagrams or other information in a visible and readable form by any method or combination of methods, whether sent or supplied in electronic form or otherwise and **"written"** shall be construed accordingly;
- 2.1.41. **"written notice"** means notice given in writing whether sent or supplied in hard copy form or in electronic form but shall not extend to communications sent by SMS; and

- 2.1.42. **"written resolution"** means an ordinary or special resolution circulated and agreed in writing.
- 2.2. Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 2.3. Unless the context requires otherwise, other words or expressions contained in these Articles have the same meanings as in the Companies Acts in force at the date when these Articles become binding on the Charity but excluding any statutory modification not in force when these Articles become so binding on the Charity.
- 2.4. Subject to article 2.3 above, a reference to any Act of Parliament in these Articles includes any statutory modification or re-enactment of it for the time being in force.

3 Liability of Members

- 3.1. The liability of each Member is limited to £10.
- 3.2. Each Member undertakes to contribute such sum (not exceeding £10) as may be demanded of that Member towards the payment of the debts and liabilities of the Charity if the Charity is dissolved while that Member is a Member or within twelve months after that Member has ceased to be a Member. Such contribution shall be applied solely in respect of the debts and liabilities of the Charity incurred during that Member's Membership, and towards the costs, charges and expenses of winding up, and the adjustment of the rights of the Members amongst themselves.

4 Objects

- 4.1. The objects of the Charity are all such objects as are exclusively charitable under the laws of England and Wales.
- 4.2. Nothing in this constitution shall authorise an application of the capital and income of the Charity for purposes which are not charitable in accordance with s.2 Charities Act 2011.
- 4.3. This article may be amended by special resolution but only with the prior written consent of the Commission.

5 Powers

- 5.1. The Charity has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so.
- 5.2. In particular, the Charity has power:
- 5.2.1. to make grants and loans to, or provide other forms of financial assistance to:
- (a) individuals;
 - (b) other charities; or
 - (c) other bodies
- for specifically charitable purposes within the Objects;

- 5.2.2. to award scholarships, exhibitions, bursaries or maintenance allowances tenable at any school, university or other educational establishment approved by the Charity;
- 5.2.3. to provide outfits, clothing, tools, instruments or books for needy persons leaving education to prepare them for or assist their entry into a trade, profession or service;
- 5.2.4. to organise or make grants towards the cost of others organising meetings, lectures, conferences, broadcasts or courses of instruction;
- 5.2.5. to provide or procure the provision of medical aid, rehabilitation, advice, counselling and guidance;
- 5.2.6. to promote or carry out research;
- 5.2.7. to produce, publish and distribute (whether gratuitously or not) or to make grants towards the cost of others producing, publishing or distributing material in any form including books, pamphlets, reports, journals, films, tapes, programmes or any other types of electronic media that may be deemed desirable for the promotion of the Objects or for the purpose of informing contributors and others of the needs or progress of the Charity;
- 5.2.8. to accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any other kind of money or property of any kind including contributions subject to special trusts or conditions provided that, in relation to any contributions subject to any special trusts or conditions, the Charity shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts;
- 5.2.9. to raise funds for the Charity by personal or written appeals (whether periodical or occasional), public meetings, public fund-raising or otherwise as may from time to time be deemed expedient provided that, in raising funds, the Charity shall not undertake or carry out any trading activities unless authorised by these Articles or by law to do so;
- 5.2.10. to carry out any trade in so far as:
 - (a) the trade is exercised in the course of carrying out the primary Objects;
 - (b) the trade is temporary or ancillary to the carrying out of the Objects; or
 - (c) the profits of such trade are not liable to tax;
- 5.2.11. to operate bank accounts in the name of the Charity and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments;
- 5.2.12. to invest any moneys of the Charity not immediately required for its Objects in or upon such investments, securities or property of any other kind and situated anywhere in the world whether involving liabilities or producing income or not 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 provided that any part of the Charity's funds not required for application in pursuit of the Objects may remain uninvested if the Board is so advised;

- 5.2.13. to buy, lease, exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Charity may think necessary for the promotion of its Objects and to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use;
- 5.2.14. to make planning applications, applications for consent under bye-laws or building regulations and other like applications;
- 5.2.15. subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property of the Charity;
- 5.2.16. subject to such consents as may be required by law, to borrow or raise money for the purposes of the Charity on such terms and on such security (if any) as may be thought fit;
- 5.2.17. to employ, engage or retain the services of such persons as may be necessary or desirable for the attainment of the Objects on such terms as may be thought fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependents;
- 5.2.18. to delegate the exercise of all or any of the Delegated Powers upon such terms and at such reasonable remuneration as the Charity may think fit to the Managers provided always that:
 - (a) the Managers shall be authorised to carry on investment business under the provisions of FSMA;
 - (b) the Delegated Powers shall be exercisable only within clear policy guidelines drawn up in advance by the Charity;
 - (c) the Managers shall be under a duty to report promptly to the Charity any exercise of the Delegated Powers and in particular to report every transaction carried out by the Managers to the Charity within 14 days and to report regularly on the performance of investments managed by them;
 - (d) the Charity shall be entitled at any time to review, alter or terminate the delegation of the Delegated Powers or the terms thereof;
 - (e) the Charity shall be bound to review the arrangements for delegation of the Delegated Powers at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Charity to undertake such reviews within the period of 12 months shall not invalidate the delegation of the Delegated Powers; and
 - (f) the Charity shall be liable for any failure to take reasonable care in:
 - (i) choosing the Managers;
 - (ii) fixing or enforcing the terms upon which the Managers are employed; and
 - (iii) requiring the remedy of any breaches of those terms and otherwise supervising the Managers

but otherwise shall not be liable for any acts and defaults of the Managers;

- 5.2.19. to permit any investments belonging to the Charity to be held in the name of any bank or company as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such;
- 5.2.20. to pay out of the funds of the Charity the cost of any premium in respect of any insurance or indemnity to cover liability of the Board or any Trustee which by virtue of any rule of law would otherwise attach to them, in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Charity provided that any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of the Board (or any Trustee) and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as directors and trustees of the Charity;
- 5.2.21. to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 5.2.22. to set aside funds for special purposes or as reserves against future expenditure;
- 5.2.23. to establish and support or aid in the establishment and support of any charities, companies or associations in any way connected with the purposes of the Charity or calculated to further its Objects;
- 5.2.24. to act as trustees of any special charitable trust whether established by the Charity or otherwise and generally to undertake, act as trustee of and execute any charitable trust or institution which may lawfully be undertaken by the Charity and may be conducive to its Objects;
- 5.2.25. to establish and control or jointly with others aid in the establishment and control of one or more companies to assist or act as agents for, or trading subsidiaries of, the Charity;
- 5.2.26. to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- 5.2.27. to amalgamate with any companies, institutions, societies, trusts or associations which are charitable at law and have objects altogether or mainly similar to those of the Charity and prohibit the payment of any dividend or profit to, and the distribution of any of their assets amongst, their members at least to the same extent as such payments or distributions are prohibited in the case of the Members by these Articles;
- 5.2.28. to enter into contracts to provide services to or on behalf of other bodies;
- 5.2.29. to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity; and
- 5.2.30. to do all such other lawful things as shall further the attainment of the Objects or any of them.

6 Application of income and property

- 6.1. The income and property of the Charity must be applied solely towards the promotion of the Objects and 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 or Trustee.
- 6.2. Nothing in this article shall prevent a Member or a Trustee from receiving any benefit or payment which is authorised by article 7 (Benefits and payments to Members and Trustees).

7 Benefits and payments to Members and Trustees

- 7.1. In this article, a reference to a Member or a Trustee includes a Connected Person.
- 7.2. The Board may, in its absolute discretion, enter into any agreement or transaction with the trustee or trustees of any other charity notwithstanding that any one or more of the Members or Trustees is also a trustee of such other charity.
- 7.3. Members and Trustees, complying with the provisions of article 7.5, may receive the following payments of money or other Material Benefits from the Charity:
 - 7.3.1. Members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - 7.3.2. Members and Trustees may be paid interest at a reasonable and proper rate on money lent to the Charity;
 - 7.3.3. Members and Trustees may be paid a reasonable rent or hiring fee for property let or hired to the Charity. The amount of the rent and the other terms of the lease or hire agreement must be reasonable and proper;
 - 7.3.4. Members and Trustees may receive a benefit from the Charity in the capacity of beneficiary of the Charity provided that a majority of the Trustees do not benefit from the Charity in this way in any one financial year; and
 - 7.3.5. Members and Trustees may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 7.4. A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:
 - 7.4.1. as mentioned in article 7.3.2 regarding interest, article 7.3.3 regarding rent, article 7.3.4 regarding beneficial interest or article 7.3.5 regarding trading and fundraising activities;
 - 7.4.2. a Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, s.189 Charities Act 2011;
 - 7.4.3. a Trustee shall be entitled to reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;

- 7.4.4. a Trustee may benefit from an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 7.4.5. payment to any company in which a Trustee has no more than a 1% shareholding;
 - 7.4.6. in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance); and
 - 7.4.7. a Trustee may be employed by the Charity or enter into a contract for the supply of goods or services to the Charity, other than acting as a trustee, provided that the Trustees follow the procedure and observe the conditions in article 7.5 and 7.6 below.
- 7.5. Members or Trustees who are to receive a payment of money or other Material Benefit (whether directly or indirectly) from the Charity in accordance with articles 7.2, 7.3 and 7.4 above must:
- 7.5.1. declare an interest to the other Members or Trustees before discussion of the payment of money or provision of other Material Benefit commences;
 - 7.5.2. withdraw from the meeting or part of the meeting at which there is a discussion of the payment of money or provision of other Material Benefit unless expressly requested to remain in order to provide information;
 - 7.5.3. not be counted in the quorum for the meeting or part of the meeting at which there is a discussion of the payment of money or provision of other Material Benefit to be provided to the Member or Trustee; and
 - 7.5.4. not vote on the matter of the payment of money or provision of other Material Benefit or the terms of such provision or payment.
- 7.6. Further to article 7.5 above, the Charity and its Trustees may only rely upon the authority provided by article 7.4.7 above if each of the following additional conditions is satisfied:
- 7.6.1. the remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all circumstances;
 - 7.6.2. the Trustee is absent from any part of the meeting at which there is a discussion of:
 - (a) that Trustee's employment or remuneration, or any matter concerning that Trustee's contract;
 - (b) that Trustee's performance in the employment, or that Trustee's performance of the contract;
 - (c) any proposal to enter into any other contract or arrangement with that Trustee to confer any benefit upon that Trustee which would be permitted under article 7.4.7 above; or
 - (d) any other matter relating to a payment to, or the conferring of any benefit on, that Trustee permitted by article 7.4.7 above;

- 7.6.3. the Trustee 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;
 - 7.6.4. the other Trustees are satisfied that it is in the interests of the Charity to employ or to contract with that Trustee rather than with someone who is not a Trustee. In reaching their decision, the Trustees must balance the advantage of employing a Trustee against the disadvantages of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest);
 - 7.6.5. the reason for their decision is recorded by the Trustees in the minute book; and
 - 7.6.6. no more than one half of the Trustees then in office have received such payments in any one financial year.
- 7.7. In this article, "**Charity**" shall include any company in which the Charity:
- 7.7.1. holds more than 50% of the shares; or
 - 7.7.2. controls more than 50% of the voting rights attached to the shares; or
 - 7.7.3. has the right to appoint one or more directors to the board of the company.

8 Members

- 8.1. The number of Charity Members with which the Charity proposes to be registered is unlimited and there shall be no minimum number of Charity Members.
- 8.2. The Charity Members shall be the subscribers to the Memorandum and such other persons and organisations as the Board shall admit to Membership as a Charity Member from time to time.
- 8.3. The Board shall admit to Membership such persons or organisations as it shall think fit and the Board may from time to time prescribe (and vary) criteria for Membership.
- 8.4. The Board may in its discretion levy subscriptions on all or any classes of Members at such rates as it shall determine and may levy subscriptions at different rates for different categories of Members of the same class.
- 8.5. Membership is not transferable.
- 8.6. The Board must keep a Register of Members.

9 Classes of Membership

- 9.1. The Board may establish classes of Membership (including honorary Members) with different rights and obligations provided that the rights of such other classes of Members do not extend to voting at general meetings. Such categories of Membership may be under whatever title or nomenclature the resolution may specify and may bestow upon the persons concerned such rights, privileges, duties and obligations (except the right to vote at general meetings) as may be specified in the resolution.
- 9.2. The Board may alter the rights or obligations attached to a class of Membership.

10 Termination of Membership

10.1. Membership is terminated if:

- 10.1.1. the Member dies or, if it is an organisation, ceases to exist;
- 10.1.2. the Member resigns by written notice to the Charity unless, after the resignation, there would be no Members remaining in office. A Member is deemed to have resigned when written notice is received at the registered office of the Charity;
- 10.1.3. any subscription or other sum payable by the Member is unpaid on the due date and remains unpaid one month after written notice informing the Member that the Member will be removed from the Membership if the sum due is not paid has been served on the Member by, or on behalf of, the Board. The Board may readmit to Membership any Member whose Membership is so terminated on the Member paying such part of the sum due as the Board may determine;
- 10.1.4. the Member is removed from Membership by a resolution of the Trustees stating that it is in the best interests of the Charity for the Member's Membership to be terminated. Such resolution must be passed by a majority of not less than 75% of the Trustees present and voting at the meeting of the Board. A resolution to remove a Member from Membership may only be passed if:
 - (a) the Member has been given at least 21 days' written notice of the meeting of the Board at which the resolution will be proposed and such notice includes the reasons why the resolution is to be proposed; and
 - (b) the Member or, at the option of the Member, the Member's representative (who need not be a Member) has been allowed to make representations to the meeting;
- 10.1.5. the Member has not attended any of the last three general meetings of the Charity either in person or by proxy. Such termination shall be at the discretion of the Board; or
- 10.1.6. the Member has moved from the last known address recorded in the Register of Members more than three months previously without giving a new address for correspondence.

10.2. Articles 10.1.3 and 10.1.4 above shall not apply to the Founder.

11 Patrons

- 11.1. The Board may in its discretion appoint any person to be a Patron on such terms as it shall think fit.
- 11.2. A Patron shall have the right to attend and speak (but not vote) at any general meeting of the Charity and to be given notice of general meetings as if the Patron were a Charity Member and shall also have the right to receive accounts of the Charity when available to Charity Members.
- 11.3. The Board may remove any person from the position of Patron at its discretion.

12 General meetings

- 12.1. The Charity must hold its first annual general meeting within 18 months of the date of its incorporation.
- 12.2. An annual general meeting must be held in each subsequent year and not more than 15 months may elapse between successive annual general meetings.
- 12.3. A general meeting may be called by the Board at any time and must be called within 21 days of a written request from Charity Members representing at least 10% of the voting rights of the Charity. A general meeting requisitioned by the Charity Members must be convened for a date not later than 28 days after the deposit of a written request with the Charity.

13 Notice of general meetings

- 13.1. The minimum period of notice required to hold a general meeting (including an annual general meeting) of the Charity is 14 clear days.
- 13.2. A general meeting may be called by shorter notice if it is so agreed by a majority in number of Charity Members, being a majority who together hold not less than 90% of the total voting rights.
- 13.3. The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of Charity Members to appoint a Proxy under s.324 CA 2006 and article 18 below (Proxy notices).
- 13.4. The notice must be given to all the Charity Members, Patron(s), Trustees and auditors.
- 13.5. The proceedings at a meeting shall not be invalidated because any person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

14 Quorum at general meetings

- 14.1. No business shall be transacted at any general meeting unless a quorum is present.
- 14.2. A quorum is:
 - 14.2.1. Three Charity Members present in person or by proxy; or
 - 14.2.2. one tenth of the total number of Charity Members at the timewhichever is greater.
- 14.3. If and for so long as the Charity has only one Charity Member, that Charity Member present in person or by proxy or, if that Member is a corporation, by a duly authorised Corporate Representative shall be a quorum.
- 14.4. If and for so long as the Founder is a Charity Member, no business shall be transacted at any general meeting unless the Founder is present.
- 14.5. Any Corporate Representative shall be counted towards the quorum.

- 14.6. If:
- 14.6.1. a quorum is not present within half an hour from the time appointed for the meeting;
or
 - 14.6.2. during a meeting a quorum ceases to be present
- the meeting shall be adjourned to such time and place as the Trustees shall determine.
- 14.7. The Board 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.

15 Chairing general meetings

- 15.1. The Chair shall be the Founder or, in the Founder's absence, some other person who has been appointed to chair meetings of the Members.
- 15.2. If there is no such person, or if that person is not present within 15 minutes of the time appointed for the meeting, a Trustee nominated by the Trustees shall be Chair.
- 15.3. If there is only one Trustee present and willing to act, that Trustee shall be Chair.
- 15.4. If no Trustee is present and willing to chair the meeting within 15 minutes after the time appointed for holding it, the Charity Members present in person or by proxy must choose one of their number to be Chair.

16 Adjournment of general meetings

- 16.1. The Charity Members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 16.2. The Chair must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 16.3. 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.
- 16.4. If a meeting is adjourned by a resolution of the Charity 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.

17 Attendance and voting at general meetings

- 17.1. A Trustee shall be entitled to attend and speak (but not vote) at any general meeting, notwithstanding that the Trustee is not a Charity Member.
- 17.2. Any vote at a general 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:
 - 17.2.1. by the Founder; or
 - 17.2.2. by the Chair; or
 - 17.2.3. by at least two Charity Members present in person or by proxy; or

- 17.2.4. by a Charity Member or Charity Members present in person or by proxy representing not less than 10% of the total voting rights of all the Charity Members having the right to vote at the meeting.
- 17.3. The declaration by the Chair of the result of a vote shall be conclusive unless a poll is demanded.
- 17.4. 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.
- 17.5. A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chair.
- 17.6. 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.
- 17.7. A poll must be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Members) and may fix a time and place for declaring the results of the poll.
- 17.8. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 17.9. A poll demanded on the election of a Chair or on a question of adjournment must be taken immediately.
- 17.10. A poll demanded on any other question must be taken either immediately or at such time and place as the Chair directs.
- 17.11. The poll must be taken within 30 days after it has been demanded.
- 17.12. 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.
- 17.13. If a poll is demanded, the meeting may continue to deal with any other business that may be conducted at the meeting.

18 Proxy Notices

- 18.1. Proxies may only validly be appointed by a Proxy Notice.
- 18.2. A Proxy Notice must:
 - 18.2.1. state the name and address of the Charity Member appointing the Proxy;
 - 18.2.2. identify the person appointed to be that Charity Member's Proxy and the general meeting in relation to which that Proxy is appointed;
 - 18.2.3. be signed by or on behalf of the Charity Member appointing the Proxy, or be authenticated in such manner as the Board may determine; and
 - 18.2.4. be delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which it relates.
- 18.3. The Charity may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

- 18.4. Proxy Notices may specify how the Proxy is to vote (or that the Proxy is to abstain from voting) on one or more resolutions.
- 18.5. Unless a Proxy Notice indicates otherwise, it must be treated as:
- 18.5.1. allowing the Proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 18.5.2. appointing that person as a Proxy in relation to any adjournment of the general meeting to which it relates as well as in relation to the meeting itself.
- 18.6. An appointment of a Proxy shall be deemed to confer authority to vote on a show of hands and to demand or join in demanding a poll.
- 18.7. The appointment of a Proxy and the power of attorney or other authority, if any, under which it is signed, or a certified copy of that power or authority shall be deposited with the Charity in such manner as is specified for that purpose in:
- 18.7.1. the notice convening the meeting; or
 - 18.7.2. any instrument of proxy sent out by the Charity in relation to the meeting,
- not less than 48 hours before the time for holding the meeting or adjourned meeting at which the Proxy proposes to vote.
- 18.8. For the purpose of calculating the periods mentioned in this article, no account shall be taken of any part of a day that is not a working day.
- 18.9. 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.
- 18.10. An appointment under a Proxy Notice may be revoked by delivering to the Charity a written notice given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 18.11. A written 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.
- 18.12. 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.

19 Written resolutions

- 19.1. A written resolution agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Charity Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
- 19.1.1. a copy of the written resolution has been sent to every eligible Charity Member in hard copy form, in electronic form or through a website;
 - 19.1.2. a simple majority (or in the case of a special resolution a majority of not less than 75%) of Charity Members has signified its agreement to the written resolution; and

- 19.1.3. it is contained in an authenticated document which has been received at the Charity's registered office within the period of 28 days beginning with the circulation date.
- 19.2. Where the document accompanying or containing the proposed written resolution contains electronic contact details, any response, document or information relating to the resolution may be sent or supplied by the Charity Member to that address by electronic means except where limitations or conditions as to the mode or method of response are specified in the document accompanying or containing the proposed written resolution.
- 19.3. A written resolution may comprise several copies to which one or more Charity Members have signified their agreement.
- 19.4. In the case of a Charity Member that is an organisation, its Corporate Representative may signify its agreement.

20 Votes of Members

- 20.1. Every Charity Member, whether an individual or an organisation, shall have one vote, save for the Founder who on a poll shall have as many votes as there are Charity Members (including the Founder) at any one time. However, no Charity Member (save for the Founder) shall be entitled to vote at any general meeting unless all monies then payable by that Charity Member to the Charity have been paid.
- 20.2. No Charity Member shall debate or vote on any matter in which that Charity Member is personally interested without the permission of the majority of the persons present and voting. 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 Chair shall be final.

21 Corporate Representatives

- 21.1. Any organisation that is a Charity Member may nominate a Corporate Representative.
- 21.2. The Charity Member must give written notice to the Charity of the name of the Corporate Representative. The Corporate Representative shall not be entitled to represent the Charity Member at any meeting unless such notice has been received by the Charity. The Corporate Representative may continue to represent the Charity Member until such time as written notice to the contrary is received by the Charity.
- 21.3. Any written notice given to the Charity will be conclusive evidence that the Corporate Representative is entitled to represent the Charity Member or that the Corporate Representative's authority has been revoked. The Charity shall not be required to consider whether the Corporate Representative has been properly appointed by the Charity Member.

22 Trustees

- 22.1. A Trustee must be a natural person aged 16 years or older.
- 22.2. No one may be appointed a Trustee if that person would be disqualified from acting under the provisions of article 26 below (Disqualification and removal of Trustees).
- 22.3. The number of Trustees shall not be less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

22.4. The first Trustees shall be those persons notified to Companies House as the first directors of the Charity.

22.5. A Trustee may not appoint an alternate director or anyone to act as a substitute director at meetings of the Trustees.

23 Powers of Trustees

23.1. 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, these Articles or any special resolution.

23.2. No alteration of these Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.

23.3. Subject to article 29.3 below, 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.

24 Retirement of Trustees

24.1. At the fifth annual general meeting following their appointment (or most recent appointment where relevant) each Non-Family Trustee must retire from office unless, by the close of the meeting, the Charity Members have failed to elect sufficient Trustees to hold a quorate meeting of the Board.

24.2. The retirement of a Retiring Trustee shall take effect upon the conclusion of the annual general meeting.

24.3. If, at the meeting at which a Retiring Trustee retires, the Charity Members do not fill the vacancy, the Retiring Trustee shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Retiring Trustee is put to the meeting and lost or unless the Retiring Trustee is a Non-Family Trustee who has already served two five year terms without a break of at least 12 months.

25 Appointment of Trustees

25.1. The Charity Members may by ordinary resolution appoint a person who is willing to act to be a Trustee

25.2. No person other than a Retiring Trustee may be appointed a Trustee at any general meeting unless:

25.2.1. that person has been recommended for election by the Trustees; or

25.2.2. no fewer than 14 nor more than 35 clear days before the date of the meeting, the Board is given a written notice that:

(a) is signed by a Charity Member entitled to vote at the meeting;

(b) states the Charity Member's intention to propose the appointment of a person as a Trustee;

- (c) contains the details that, if the person were to be appointed, the Charity would have to file at Companies House; and
 - (d) is signed by the person who is to be proposed to show that person's willingness to be appointed.
- 25.3. All Members who are entitled to receive notice of a general meeting must be given no fewer than seven nor more than 28 clear days' notice of any resolution to be put to the meeting to appoint a Trustee other than a Retiring Trustee.
- 25.4. The Trustees may appoint a person who is willing to act to be a Trustee.
- 25.5. A Trustee appointed by a resolution of the other Trustees must retire at the next annual general meeting.
- 25.6. Subject as aforesaid, a Trustee who retires at an annual general meeting may, if willing to act, be re-appointed.
- 25.7. The appointment of a Trustee, whether by the Charity in general meeting or by the other Trustees, must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.

26 Disqualification and removal of Trustees

- 26.1. A Trustee shall cease to hold office if:
 - 26.1.1. by virtue of any provision in the Companies Acts, that Trustee ceases to be a director or is prohibited by law from being a director;
 - 26.1.2. by virtue of ss.178-180 Charities Act 2011 (or any statutory re-enactment or modification of those provisions), that Trustee is disqualified from acting as a trustee;
 - 26.1.3. by reason of mental disorder, illness or injury, that Trustee loses mental capacity and can no longer take management or administrative decisions of any type;
 - 26.1.4. by written notice to the Charity, that Trustee resigns as a Trustee (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
 - 26.1.5. without the permission of the other Trustees, that Trustee is absent from all meetings of the Board held within a period of twelve consecutive months and the other Trustees resolve that the absent Trustee's office be vacated.
- 26.2. In addition, and without prejudice to the provisions of ss.168-169 CA 2006, the Charity Members may by ordinary resolution remove any Trustee before the expiration of that Trustee's period of office and may by ordinary resolution appoint another qualified Trustee in that Trustee's stead. Any person so appointed shall only remain in office for the remainder of the term of office of the Trustee who has been removed.

27 Proceedings of Trustees

The Trustees may regulate their proceedings as they think fit, subject to the provisions of these Articles.

28 Trustee meetings

- 28.1. Any Trustee may call a meeting of the Board by giving notice of the meeting to the Trustees, or by authorising the Charity Secretary (if any) to do so.
- 28.2. The Charity Secretary (if any) must call a meeting of the Board if requested to do so by a Trustee.
- 28.3. Notice of a Board meeting must be given to each Trustee but need not be given in writing.
- 28.4. Notice of a Board meeting must specify the date, time and place of the meeting and, if it is anticipated that Trustees participating in the meeting will not be in the same place, the proposed method of communication between the Trustees.
- 28.5. Questions arising at a Board meeting shall be decided by a majority of votes.
- 28.6. In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.
- 28.7. A meeting may be held by suitable electronic means agreed by the Board in which each participant may communicate with all the other participants.

29 Quorum at Trustee meetings

- 29.1. No decision may be made by a meeting of the Board unless a quorum is present at the time the decision is purported to be made. **'Present'** includes being present by suitable electronic means agreed by the Board in which a participant or participants may communicate with all the other participants.
- 29.2. The quorum shall be two Trustees or the number nearest to one-third of the total number of Trustees, whichever is the greater, or such larger number as may be decided from time to time by the Trustees.
- 29.3. If and for so long as the Founder is a Trustee, no decision may be made by a meeting of the Board unless the Founder is present at the time the decision is made.
- 29.4. 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.
- 29.5. 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.

30 Chairing Trustee meetings

- 30.1. The Trustees shall appoint a Trustee to chair their meetings and may at any time revoke such appointment.
- 30.2. If no one has been appointed to chair meetings of the Board or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.
- 30.3. The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by these Articles or delegated to him or her by the Trustees.

31 Written resolutions of the Trustees

- 31.1. A written resolution agreed by a simple majority of all the Trustees entitled to receive notice of a Board meeting or of a meeting of a committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of Trustees duly convened and held provided that:
- 31.1.1. a copy of the resolution is sent or submitted to all the Trustees eligible to vote in hard copy form, electronic form or through the Charity's website; and
 - 31.1.2. a simple majority of Trustees has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date.
- 31.2. Where the document accompanying or containing the proposed written resolution contains electronic contact details, any response, document or information relating to the resolution may be sent or supplied by the Trustee to that address by electronic means except where limitations or conditions as to the mode or method of response are specified in the document accompanying or containing the written resolution.
- 31.3. The written resolution 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.

32 Trustee delegation

- 32.1. The Board may delegate any of its powers or functions to any committee but the terms of any delegation must be recorded in the minute book. The composition of any such committee shall be entirely at the discretion of the Board and may comprise such of their number (if any) as the resolution may specify.
- 32.2. The Board may impose conditions when delegating, including the conditions that:
- 32.2.1. the relevant powers are to be exercised exclusively by the committee to which they have been delegated; and
 - 32.2.2. no expenditure may be incurred on behalf of the Charity by the committee to which the Board has delegated powers except in accordance with a budget previously agreed by the Board.
- 32.3. The Board may revoke or alter a delegation at any time.
- 32.4. All acts and proceedings of any committees must be fully and promptly reported to the Trustees.
- 32.5. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

33 Declaration of Trustees' interests and conflicts of interest

- 33.1. Each Trustee must:
- 33.1.1. declare the nature and extent of any interest, direct or indirect, held 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 or otherwise

declared in accordance with article 7 (Benefits and payments to Members and Trustees); and

33.1.2. be absent from any discussions of the Trustees in which it is possible that a conflict of interest will arise between the duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest) or any conflicting duty of loyalty.

33.2. If a conflict of interests arises to a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not the payment of money or the provision of a Material Benefit covered by article 6 (Application of income and property) or article 7 (Benefits and payments to Members and Trustees), the Board may authorise such a conflict of interests where the following conditions apply:

33.2.1. the conflicted Trustee has complied with article 33.1 above;

33.2.2. 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 or part of the meeting; and

33.2.3. the Board, other than the conflicted Trustee, considers it to be in the interests of the Charity to authorise the conflict in the circumstances.

33.3. The Board (other than the conflicted Trustee) may, by resolution passed in the absence of the conflicted Trustee, authorise the conflicted Trustee (notwithstanding the conflict of interest or duty which has arisen or may arise for the conflicted Trustee) to:

33.3.1. continue to participate in decision-making discussions and/or vote on such matters;

33.3.2. disclose information confidential to the Charity to a third party;

33.3.3. take any action not otherwise authorised which does not involve the receipt by or provision to the conflicted Trustee or a Connected Person of any payment of money or Material Benefit from the Charity; or

33.3.4. refrain from taking any step.

33.4. In this article, a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve payment of money or provision of a Material Benefit to a Trustee or to a Connected Person.

33.5. This provision may be amended by special resolution but, where the result would be to permit any payment of money or provision of Material Benefit to a Trustee or Connected Person not otherwise sanctioned by articles 6 and 7, only with the prior written consent of the Commission.

34 Validity of Trustees' decisions

34.1. Subject to article 34.2, all acts done by a meeting of the Board, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

34.1.1. who was disqualified from holding office;

34.1.2. who had previously retired or who had been obliged by the Articles to vacate office;

- 34.1.3. who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if, without the vote of that Trustee and that Trustee being counted in the quorum, the decision has been made by a majority of the Trustees at a quorate meeting.

- 34.2. Article 34.1 does not permit a Trustee or a Connected Person to keep any benefit that may be conferred upon that Trustee or a Connected Person by a resolution of the Board or by a committee of Trustees if, but for article 34.1, the resolution would have been void, or if the Trustee has not complied with article 33 (Declaration of Trustees' interests and conflicts of interest).

35 Officers

- 35.1. Subject to the provisions of the Companies Acts and to these Articles, the Board may:

- 35.1.1. appoint or engage a Charity Secretary and may appoint an assistant or deputy Charity Secretary;
- 35.1.2. appoint or engage a Charity Treasurer and such other Officers or servants as they shall see fit; and
- 35.1.3. appoint one or more of their number to the office of managing Trustee or to any other executive office of the Charity.

- 35.2. Any and such appointment or engagement under article 35.1 may be made for the purpose of discharging such duties and upon such terms as the Board determined and the Board may dismiss any Officer or servant so appointed or engaged.

- 35.3. Any appointment of a Trustee to an executive office shall terminate if that Trustee ceases to be a Trustee.

36 Seal

If the Charity has a seal it must only be used by the authority of the Board or of a committee of Trustees authorised by the Board. The Board 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 Charity Secretary (if any) or by a second Trustee.

37 Minutes

- 37.1. The Board must keep minutes of all:

- 37.1.1. appointments of Officers made by the Board;
- 37.1.2. proceedings at meetings of the Charity;
- 37.1.3. meetings of the Board 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.

37.2. Such minutes must be kept for at least ten years.

38 Accounts

38.1. For each financial year, the Board must prepare accounts as required by the Companies Acts.

38.2. 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.

38.3. The Board must keep accounting records as required by the Companies Acts.

39 Annual report and return and Register of Charities

39.1. The Board must comply with the requirements of the Charities Act 2011 with regard to the:

39.1.1. preparation and delivery of the statements of account to the Charity;

39.1.2. preparation of an annual report and its delivery to the Commission; and

39.1.3. preparation of an annual return and its delivery to the Commission.

39.2. The Board must notify the Commission promptly of any changes to the Charity's entry on the Register of Charities.

40 Means of communication

40.1. Subject to these Articles, anything sent or supplied by or to the Charity under these Articles may be sent or supplied in any way in which CA 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.

40.2. Subject to these Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by the Board may 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.

40.3. Any written notice to be given to or by any person pursuant to these Articles:

40.3.1. must be in writing; and

40.3.2. must be given in either hard copy or electronic form.

40.4. The Charity may give any notice to a Member either:

40.4.1. personally;

40.4.2. by sending it by post in a prepaid envelope addressed to the Member;

40.4.3. by leaving it at the address of the Member; or

40.4.4. by sending it in electronic form to the Member's address.

- 40.5. A Member who does not register an address with the Charity or who registers only a postal address outside the United Kingdom shall not be entitled to receive any notice from the Charity.
- 40.6. 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.
- 40.7. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 40.8. Proof that an electronic form of notice was given shall be conclusive where the Charity can demonstrate that it was properly addressed and sent in accordance with s.1147 CA 2006.
- 40.9. In accordance with s.1147 CA 2006, notice shall be deemed to be given:
 - 40.9.1. 48 hours after the envelope containing it was posted; or
 - 40.9.2. in the case of an electronic form of communication, 48 hours after it was sent.

41 Indemnity

The Charity may indemnify any Trustee or former Trustee of the Charity against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.

42 Rules

- 42.1. The Board may from time to time make such reasonable and proper rules or bye laws as it deems necessary or expedient for the proper conduct and management of the Charity.
- 42.2. The bye laws may regulate the following matters but are not restricted to them:
 - 42.2.1. the admission of Members (including the admission of organisations to Membership) and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;
 - 42.2.2. the conduct of Members in relation to one another, and to the Charity's employees and volunteers;
 - 42.2.3. 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;
 - 42.2.4. the procedure at general meetings and meetings of the Board in so far as such procedure is not regulated by the Companies Acts or by these Articles; and
 - 42.2.5. generally, all such matters as are commonly the subject matter of company or charity rules.
- 42.3. The Charity in general meeting has the power to alter, add to or repeal the rules or bye laws.
- 42.4. The Board must adopt such means as it thinks sufficient to bring the rules and bye laws to the notice of the Members.

- 42.5. The rules or bye laws shall be binding on all Members. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, these Articles.

43 Dissolution

- 43.1. The Charity Members may at any time before, and in expectation of, the Charity's dissolution resolve that any net assets of the Charity (after all the Charity's 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:

43.1.1. directly for the Objects; or

43.1.2. by transfer to any charity or charities for purposes similar to the Objects; or

43.1.3. to any charity or charities for use for particular purposes that fall within the Objects.

- 43.2. Subject to any such resolution of the Charity Members, the Board may at any time before and in expectation of the Charity's dissolution resolve that any net assets of the Charity (after all the Charity's debts and liabilities have been paid, or provision made for them) shall on or before dissolution of the Charity be applied or transferred:

43.2.1. directly for the Objects; or

43.2.2. by transfer to any charity or charities for purposes similar to the Objects; or

43.2.3. to any charity or charities for use for particular purposes that fall within the Objects.

- 43.3. In no circumstances shall the net assets of the Charity be paid to or distributed among the Members (except to a Member that is itself a Charity) and, if no resolution is passed by the Charity Members in accordance with article 43.1 or the Board in accordance with article 43.2, the net assets of the Charity shall be applied for charitable purposes as directed by the Court or by the Commission.