

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number 11803517

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

**MAUNDY TRUST**

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 **4th February 2019**



\* N11803517D \*



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **01/02/2019**

**X7YE1QKH**

*Company Name in full:* **MAUNDY TRUST**

*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:* **189 ELLESMERE ROAD  
LONDON  
UNITED KINGDOM NW10 1LG**

*Sic Codes:* **85520  
96090**

## ***Proposed Officers***

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### ***Company Secretary    1***

***Type:***                      **Person**

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

***Surname:***                **BITHELL**

***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):** **MR MICHAEL JOHN**

**Surname:** **BITHELL**

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

**Country/State Usually Resident:** **ENGLAND**

**Date of Birth:** **\*\*/04/1967** **Nationality:** **BRITISH**

**Occupation:** **ACCOUNTANT**

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

## ***Company Director      2***

**Type:** **Person**

**Full Forename(s):** **MRS CAROLINE DENISE**

**Surname:** **BITHELL**

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

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

**Date of Birth:** **\*\*/01/1969** **Nationality:** **BRITISH**

**Occupation:** **EVENTS  
MANAGER**

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

## ***Company Director***      **3**

***Type:***                      **Person**

***Full Forename(s):***        **MR DAVID CHARLES**

***Surname:***                **BITHELL**

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

***Country/State Usually  
Resident:***            **ENGLAND**

***Date of Birth:***    **\*\*/10/1935**                      ***Nationality:***    **BRITISH**

***Occupation:***    **RETIRED**

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

## ***Persons with Significant Control (PSC)***

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### **Statement of initial significant control**

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**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**

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## ***Individual Person with Significant Control details***

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***Names:*** **MR DAVID CHARLES BITHELL**

***Country/State Usually  
Resident:*** **ENGLAND**

***Date of Birth:*** **\*\*/10/1935** ***Nationality:*** **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 holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.**

## ***Individual Person with Significant Control details***

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***Names:*** **MR MICHAEL JOHN BITHELL**

***Country/State Usually Resident:*** **ENGLAND**

***Date of Birth:*** **\*\*/04/1967** ***Nationality:*** **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 holds, directly or indirectly, more than 25% but not more than 50 % of the voting rights in the company.**

## ***Individual Person with Significant Control details***

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***Names:*** **MRS CAROLINE DENISE BITHELL**

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

***Date of Birth:*** **\*\*/01/1969** ***Nationality:*** **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 holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.**

## ***Statement of Guarantee***

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

- 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.

<i>Name:</i>	<b>MICHAEL JOHN BITHELL</b>
<i>Address</i>	<b>189 ELLESMERE ROAD LONDON NW10 1LG</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>
<i>Name:</i>	<b>CAROLINE DENISE BITHELL</b>
<i>Address</i>	<b>189 ELLESMERE ROAD LONDON NW10 1LG</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>
<i>Name:</i>	<b>DAVID CHARLES BITHELL</b>
<i>Address</i>	<b>189 ELLESMERE ROAD LONDON NW10 1LG</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>

## ***Statement of Compliance***

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

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## ***Authorisation***

*Authoriser Designation:* **subscriber**

*Authenticated* **YES**

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## COMPANY NOT HAVING A SHARE CAPITAL

### Memorandum of Association of

### MAUNDY TRUST

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 Caroline Denise Bithell	Mrs Caroline Denise Bithell
Mr Michael John Bithell	Mr Michael John Bithell
Mr David Charles Bithell	Mr David Charles Bithell

Dated 31/1/2019

THE COMPANIES ACT 2006

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION

of

THE MAUNDY TRUST

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**(Adopted on the incorporation of the Company)**

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THE COMPANIES ACT 2006

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION

of

The Maundy Trust

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**1. NAME AND REGISTERED OFFICE**

- 1.1 The name of the **Charity** is the Maundy Trust.
- 1.2 The name of the Charity may be changed by a resolution of the **Trustees**.
- 1.3 The registered office of the Charity is to be in England and Wales.

**2. INTERPRETATION**

- 2.1 The interpretation provision in **Article 20** shall apply.
- 2.2 Words or expressions that are defined in Article 20 are shown in bold type when they first appear in these Articles and capitalised thereafter.

**3. OBJECTS**

- 3.1 The Objects of the Charity are to advance such charitable purposes (according to the law of England & Wales) as the Trustees see fit from time to time in particular but not limited to:
  - 3.1.1 the prevention or relief of poverty anywhere in the world by providing grants, items and services to individuals in need and / or registered charities working to prevent or relieve poverty;
  - 3.1.2 the relief of sickness and the preservation of health anywhere in the world;
  - 3.1.3 the relief of those in need because of youth, age, ill-health, disability, financial hardship or other disadvantage.

**4. POWERS**

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

- 4.1 to provide advice or information;

- 4.2 to carry out research;
- 4.3 to co-operate or collaborate with other bodies and engage in joint ventures;
- 4.4 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.5 to support, administer or set up other charities and undertake and execute charitable trusts;
- 4.6 to raise funds including by means of **Non-Taxable Trading**);
- 4.7 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.8 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.9 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.10 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.11 to pay any rent and other outgoings and expenses in relation to property and to do all such other things as may be necessary for (or incidental to) the use, maintenance, alteration or improvement of such property;
- 4.12 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.13 to make grants or loans of money and to give guarantees;
- 4.14 to set aside funds for special purposes or as reserves against future expenditure;
- 4.15 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.16 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **Financial Expert**, unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.17 to delegate the management of investments to a Financial Expert, but only on terms that:
  - 4.17.1 require the Financial Expert to comply with any investment policy (and any revision of that policy) set down **In Writing** for the Financial Expert by the Trustees;
  - 4.17.2 require the Financial Expert to report every transaction to the Trustees;
  - 4.17.3 require the Financial Expert to review the performance of the investments with the Trustees regularly;

- 4.17.4 entitle the Trustees to cancel the delegation arrangement at any time;
- 4.17.5 require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a Year;
- 4.17.6 require all payments to the Financial Expert to be on a scale or at a level that is agreed in advance and to be notified promptly to the Trustees on receipt; and
- 4.17.7 prohibit the Financial Expert from doing anything outside the powers of the Trustees;
- 4.18 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required;
- 4.19 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.20 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as **Charity Trustees** or against personal liability incurred in respect of any act or omission that is or is alleged to be a breach of trust or breach of duty, provided that such insurance may not cover any personal liability where the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4.21 subject to Article 8, to engage employees, consultants, advisers, agents and volunteers;
- 4.22 to provide and contribute to superannuation or pension funds for the employees and workers of the Charity or any of them or otherwise to make provision for such employees and workers and their dependants;
- 4.23 to enter into contracts to provide services to or on behalf of other bodies;
- 4.24 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated;
- 4.25 to establish or acquire subsidiary companies;
- 4.26 to pay the reasonable and proper costs of forming and administering the Charity; and
- 4.27 to do anything else within the law that promotes or helps to promote the Objects, except for undertaking any borrowing.

## **5. THE TRUSTEES**

- 5.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 5.2 The number of Trustees shall be not less than three and not more than six.

- 5.3 Any person who is willing to act as both a Trustee and a **Member** of the Charity and is permitted to be so appointed by the law and the **Articles**, may be appointed to be a Trustee by Ordinary Resolution.
  - 5.4 If the number of Trustees falls below the number prescribed in Article 5.2, the Trustees may co-opt any person duly qualified to be a Trustee.
  - 5.5 Subject to earlier termination under Article 5.7, Trustees shall hold office for a period of four years.
  - 5.6 Any retiring Trustee who remains qualified may be re-appointed.
  - 5.7 A Trustee's term of office automatically terminates if he or she:
    - 5.7.1 is disqualified under the Charities Act from acting as a Charity Trustee;
    - 5.7.2 in the written opinion, given to the Charity, 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;
    - 5.7.3 is absent from three consecutive meetings of the Trustees, unless before then the Trustees have resolved that his or her reason for absence is sufficient;
    - 5.7.4 ceases to be a Member;
    - 5.7.5 resigns by **Written** notice to the Trustees (but only if at least two Trustees will remain in office); or
    - 5.7.6 is removed by Ordinary Resolution at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
  - 5.8 All acts done by a meeting of the Trustees or by any person acting as a Trustee shall be valid even if it is discovered afterwards that there was some defect in the appointment of any person or persons acting, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated his or her office.
- 6. PROCEEDINGS OF TRUSTEES**
- 6.1 The Trustees must hold at least two meetings each Year.
  - 6.2 A quorum at a meeting of the Trustees is three Trustees.
  - 6.3 Any Trustee may call a meeting of the Trustees by giving reasonable notice of the meeting to the Trustees or by authorising the **Secretary** (if there is one) to give such notice.
  - 6.4 A meeting of the Trustees may be held either in person or by suitable electronic or other means agreed by the Trustees in which all participants may communicate with all the other participants.
  - 6.5 The **Chair** or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

- 6.6 Every issue may be determined at a meeting by a simple majority of the votes cast. Except for the chair of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.
- 6.7 A Written resolution circulated to all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose:
- 6.8 the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees; and
- 6.8.1 the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 6.9 A Trustee must avoid a situation in which he or she has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:
- 6.9.1 the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;
- 6.9.2 the situation is authorised by the Trustees in accordance with Article 6.10; or
- 6.9.3 the situation relates to the purchase of trustee indemnity insurance in accordance with Article 4.20
- 6.10 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that:
- 6.10.1 the procedure in Article 6.11 is followed;
- 6.10.2 authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Trustee or any **Person Connected to a Trustee** that would not be permitted by Article 8; and
- 6.10.3 the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.
- 6.11 Whenever a Trustee has an interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
- 6.11.1 declare his or her interest before discussion begins on the matter;
- 6.11.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- 6.11.3 not be counted in the quorum for that part of the meeting;
- 6.11.4 withdraw during the vote and have no vote on the matter.
- 6.12 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **7. POWERS OF TRUSTEES**

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

7.2 Without prejudice to Article 7.1, the Trustees may:

7.2.1 appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity;

7.2.2 appoint a Chair, Treasurer and other honorary officers from among their number;

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

7.2.4 make regulations consistent with the Articles and the Companies Act to govern:

(a) proceedings at general meetings;

(b) proceedings at meetings of Trustees and meetings of committees;  
and

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

7.2.5 establish procedures to assist the resolution of disputes within the Charity;

7.2.6 exercise any powers of the Charity that are not reserved to a general meeting.

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

## **8. BENEFITS TO MEMBERS AND TRUSTEES**

8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity but Members (and Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;

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

8.2.1 as mentioned in Articles 4.20, **Error! Reference source not found.**8.1, 8.3 or 18;

8.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out his or her duties as a Charity Trustee;

- 8.2.3 Trustees may benefit from trustee indemnity insurance purchased pursuant to Article 4.26;
  - 8.2.4 the Charity may indemnify Trustees in accordance with Article 18;
  - 8.2.5 without prejudice to Article 8.3, payment to any company in which a Trustee has no more than a 1% shareholding;
  - 8.2.6 payment to a company of which a Trustee is an employee;
  - 8.2.7 in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).
- 8.3 Any Trustee (or any Person Connected to a Trustee whose remuneration might result in a Trustee obtaining a Material Benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:
- 8.3.1 the goods or services are actually required by the Charity;
  - 8.3.2 any conflict of interests is authorised by the Trustees in accordance with Article 6.10;
  - 8.3.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.11;
  - 8.3.4 in any financial year, less than half of the Trustees are subject to such a contract (or have a Person Connected to them who is subject to such a contract).
- 9. MEMBERSHIP**
- 9.1 The Charity must maintain a register of Members in accordance with the Companies Act.
- 9.1.1 The first Members of the Charity shall be the subscribers to the Memorandum of Association and
  - 9.1.2 every Trustee shall, on appointment as such, either sign a Written consent to become a Member or sign the register of Members and shall, in either case, become a Member of the Charity on signature.
- 9.2 Membership is terminated if the Member concerned:
- 9.2.1 gives Written notice of resignation to the Charity;
  - 9.2.2 dies, or (in the case of an organisation) ceases to exist; or
  - 9.2.3 ceases to be a Trustee of the Charity.
- 9.3 Membership of the Charity is not transferable.

## **10. GENERAL MEETINGS**

- 10.1 Members are entitled to attend general meetings personally or by proxy. General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed.
- 10.2 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least three (or fifty per cent of the Members if greater).
- 10.3 The Chair or (if the Chair is unable or unwilling to do so) a Member elected by those present presides at a general meeting.
- 10.4 A general meeting may be called at any time by the Trustees or any of them.

## **11. APPOINTMENT OF PROXIES**

- 11.1 Proxies may only be validly appointed by a notice In Writing that:
  - 11.1.1 states the name and address of the Member appointing the proxy;
  - 11.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - 11.1.3 is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine;
  - 11.1.4 is delivered to the Charity in accordance with Article 15.3;
  - 11.1.5 is received by the Charity at least 24 hours before the meeting to which it relates.
- 11.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 11.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 11.4 Unless a proxy notice indicates otherwise, it should be treated as:
  - 11.4.1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
  - 11.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 11.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 15.3, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

## **12. VOTING AT GENERAL MEETINGS**

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

- 12.2 Except where otherwise provided by the Companies Act, every issue is decided by a majority of the votes cast.
- 12.3 Subject to Article **Error! Reference source not found.**, every Member present in person or by proxy has one vote on each issue.
- 12.4 A poll on a resolution may be demanded:
- 12.4.1 in advance of the general meeting where it is to be put to the vote; or
  - 12.4.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 12.5 A poll may be demanded by:
- 12.5.1 the chairman of the meeting;
  - 12.5.2 any Trustee;
  - 12.5.3 two or more persons having the right to vote on the resolution; or
  - 12.5.4 a person who is present at the meeting, has the right to vote on the resolution and represents at least 10% of the total voting rights of all the Members.
- 12.6 A demand for a poll may be withdrawn if the poll has not yet been taken and the chair of the meeting consents to the withdrawal.
- 12.7 Polls must be taken immediately and in such manner as the chair of the meeting directs.

### **13. WRITTEN RESOLUTIONS**

- 13.1 Subject to Article 15.7, any resolution that may be passed validly at a general meeting of the Charity may be passed as a written resolution.
- 13.2 A written resolution may be proposed by the Trustees or by 5% or more of the Members (on written request to the Trustees).
- 13.3 The Trustees must circulate any proposed written resolution to all Members, together with:
- 13.3.1 any accompanying statement;
  - 13.3.2 guidance on how to signify agreement to the resolution; and
  - 13.3.3 the date by which the resolution must be passed if it is not to lapse.
- 13.4 A Member signifies agreement to a proposed written resolution when the Charity receives from him or her an **Authenticated Document** (whether in hard copy or electronic form) identifying the resolution to which it relates and his or her agreement to it.
- 13.5 Subject to Article 13.6, a written resolution is passed when:

- 13.5.1 in the case of an Ordinary Resolution, a simple majority of all the Members have signified their agreement to it; and
- 13.5.2 in the case of a Special Resolution, at least 75% of all the Members have signified their agreement to it.
- 13.6 A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.
- 13.7 The following may not be passed as a written resolution:
  - 13.7.1 a resolution to remove a Trustee before his or her period of office expires; and
  - 13.7.2 a resolution to remove an auditor before his or her period of office expires.

#### **14. RECORDS & ACCOUNTS**

- 14.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
  - 14.1.1 annual reports;
  - 14.1.2 annual returns; and
  - 14.1.3 annual statements of account.
- 14.2 The Trustees must keep proper records of:
  - 14.2.1 all resolutions of Members passed otherwise than at a general meeting;
  - 14.2.2 all proceedings at general meetings;
  - 14.2.3 all decisions of the Trustees (whether taken at a meeting or otherwise);
  - 14.2.4 all reports of committees; and
  - 14.2.5 all professional advice obtained.
- 14.3 The records referred to in Articles 14.2.1, 14.2.2 and 14.2.3 must be kept for 10 years from the date of the resolution, general meeting or Trustees' meeting, as relevant.
- 14.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 14.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a Written request for it and pays the Charity's reasonable costs.

## **15. COMMUNICATION WITH MEMBERS**

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

15.1.1 by delivering it by hand to the address recorded for the Member in the register of Members;

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

15.1.3 by electronic mail to an email address notified by the Member In Writing; or

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

in accordance with the provisions of the Companies Act.

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

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

15.3.1 by post to

(a) the Charity's registered office; or

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

15.3.2 to any email address provided by the Charity for such purposes.

## **16. DISPUTES**

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

## **17. GUARANTEE**

17.1 The liability of Members is limited.

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

## **18. INDEMNITY**

The Charity shall indemnify every Trustee in respect of any **Relevant Liabilities Properly Incurred** in running the Charity to the extent permitted by the Companies Act.

## **19. WINDING UP**

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

19.1.1 by transfer to one or more other bodies established for exclusively charitable purposes that fall within, are the same as or are similar to the Objects; or

19.1.2 directly for the Objects or charitable purposes that fall within or are similar to the Objects.

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

## **20. INTERPRETATION**

20.1 In the Articles:

**Articles** means these articles of association.

**Authenticated Document** means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, that contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement).

**Chair** means the chair of the Trustees.

**Charities Act** means the Charities Act 2011.

**Charity** means the company governed by the Articles.

**Charity Trustee** has the meaning prescribed by section 177 of the Charities Act.

**Clear Days** means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect.

**Commission** means the Charity Commission for England and Wales.

**Companies Act** means the Companies Act 2006.

**Financial Expert** means a person who is reasonably believed by the Trustees to be qualified to give the relevant advice and/or provide the relevant services by his or her ability in and practical experience of financial and other matters relating to the investment.

**Material Benefit** means a benefit that may or may not be financial but that has a monetary value.

**Member and Membership** refer to membership of the Charity.

**Memorandum** means the Memorandum of Association of the Charity;

**Objects** means the objects of the Charity set out in Article 3.

**Ordinary Resolution** means a resolution of the Members that is passed by a simple majority.

**Person Connected To A Trustee** means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee; (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a); (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b); (d) an institution that is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or that is controlled by any two or more such persons when taken together); (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest).

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

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

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

- (a) to pay a criminal fine;
- (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);
- (c) for defending criminal proceedings in which he or she is convicted;
- (d) for defending civil proceedings in which judgment is given against him or her;
- (e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;
- (f) and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity.

**Secretary** means the Company Secretary of the Charity or any person asked to fulfil the role of company secretary whether or not holding that office.

**Special Resolution** means a resolution of the Members that is passed by a majority of 75% or more.

**Non-Taxable Trading** means carrying on a trade or business the profits of which are not liable to corporation tax in the hands of the Charity.

**Trustee** means a director of the Charity and **Trustees** means all of the directors.

**Written or In Writing** refers to a legible document on paper or a document that can be printed onto paper including an electronic mail.

**Year** means calendar year.

- 20.2 Except where the context requires otherwise, expressions defined in the Companies Act have the same meaning in the Articles.
- 20.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 20.4 Articles 3, 4.24, 8 and 19 shall not be amended without the prior Written consent of the Commission, unless the proposed amendments are permitted without such written consent pursuant to Section 198 Charities Act or otherwise.
- 21. EXCLUSION OF MODEL ARTICLES**
- 21.1 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity.