

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number 12111687

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

**HERTBEAT STRATEGIC & MANAGEMENT SERVICES**

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 19th July 2019



\* N12111687E \*



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: **18/07/2019**

X89Y4VJS

*Company Name in full:*

**HERTBEAT STRATEGIC & MANAGEMENT SERVICES**

*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*

**England and Wales**

*Registered Office:*

*Proposed Registered Office Address:*

**MINERVA HOUSE 5 MONTAGUE CLOSE  
LONDON  
UNITED KINGDOM SE1 9BB**

*Sic Codes:*

**99999**

## ***Proposed Officers***

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### ***Company Director      1***

**Type:** **Person**

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

**Surname:** **BUSSELL**

**Service Address:** **MINERVA HOUSE 5 MONTAGUE CLOSE  
LONDON  
UNITED KINGDOM SE1 9BB**

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

**Date of Birth:** **\*\*/06/1968** **Nationality:** **BRITISH**

**Occupation:** **SOLICITOR**

***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:*** **MS JOANNA BUSSELL**

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

***Date of Birth:*** **\*\*/06/1968** ***Nationality:*** **BRITISH**

***Service Address:*** **MINERVA HOUSE 5 MONTAGUE CLOSE  
LONDON  
UNITED KINGDOM  
SE1 9BB**

***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.***

|                          |                                                                                                                                    |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <i>Nature of control</i> | <b>The person holds, directly or indirectly, 75% or more of the voting rights in the company.</b>                                  |
| <i>Nature of control</i> | <b>The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.</b> |

## ***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.

*Name:* **JOANNA BUSSELL**

*Address* **MINERVA HOUSE 5 MONTAGUE CLOSE  
LONDON  
UNITED KINGDOM  
SE1 9BB**

*Amount Guaranteed* **£1.00**

## ***Statement of Compliance***

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

*memorandum delivered by an agent for the subscriber(s):*      **YES**

*Agent's Name:*                      **IAN SAUNDERS**

*Agent's Address:*                      **C/O WILDER COE LTD 1ST FLOOR, SACKVILLE HOUSE  
143-149 FENCHURCH STREET  
LONDON  
ENGLAND  
EC3M 6BL**

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## ***Authorisation***

*Authoriser Designation:*    **agent**

*Authenticated*    **YES**

*Agent's Name:*                      **IAN SAUNDERS**

*Agent's Address:*                      **C/O WILDER COE LTD 1ST FLOOR, SACKVILLE HOUSE  
143-149 FENCHURCH STREET  
LONDON  
ENGLAND  
EC3M 6BL**



**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**THE COMPANIES ACT 2006**  
**MEMORANDUM OF ASSOCIATION of HERTBEAT STRATEGIC & MANAGEMENT SERVICES**

We, the persons whose names and addresses are written below wish to be formed into a Company pursuant to this Memorandum

| Names and Addresses of Subscribers | Signature |
|------------------------------------|-----------|
| Joanna Bussell                     |           |

Dated this 18<sup>th</sup> day of July 2019

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**THE COMPANIES ACT 2006**  
**ARTICLES OF ASSOCIATION OF HERTBEAT STRATEGIC & MANAGEMENT SERVICES**

**1. INTERPRETATION**

1.1 In these Articles of Association (the 'Articles'):

**'the Act'** means the Companies Act 2006 or any re-enactment or statutory modification of the Act;

**'the Board'** means the Directors of the Company acting collectively;

**'Clear Days'** in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given, and the day for which it is given or on which it is to take effect;

**'Director'** means a Director of the Company;

**'electronic communication'** means the same as in the Electronic Communications Act 2000;

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

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

**'electronic means'** means any means of electronic equipment for processing, storage and transmission of data as defined in Section 1168 of the Companies Act 2006;

**"Members"** means individuals admitted to the membership of the Company pursuant to Article 11;

**'Memorandum'** means the Memorandum of Association of the Company;

**'the Office'** means the registered office of the Company;

**'the Seal'** means the common Seal of the Company;

**'the United Kingdom'** means Great Britain and Northern Ireland;

**'Working Day'** means a day, other than Saturday, Sunday or a bank or public holiday in England and Wales, on which the clearing banks in the City of London are open for business;

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form. Writing means the representation or reproduction of words, symbols or other information in visible form by a method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act.

Words importing gender shall mean and include any other gender and words importing persons shall include corporations and natural persons.

## **2. NAME**

The name of the Company is Hertbeat Strategic & Management Services.

## **3. REGISTERED OFFICE**

The registered office of the Company will be situated in England.

## **4. OBJECTS**

4.1 The Company has been established for public benefit to:

- 4.1.1 the provision or assistance in the provision of facilities and services for recreation or other leisure-time occupation in the interest of social welfare, such facilities being provided to the public at large **SAVE THAT** special facilities may be provided to persons who by reason of their youth, age, infirmity or disability, poverty or social or economic circumstances may have need of special facilities or services; and/or
- 4.1.2 preservation of good health through community participation in healthy recreation; and/or
- 4.1.3 the advancement of the performing arts; and/or
- 4.1.4 the advancement of education by the provision or assistance with the provision of, maintenance and management thereof of an art gallery and/or a museum; and/or
- 4.1.5 the advancement of education by the provision of or assistance with the provision of a library and/or library facilities; and/or
- 4.1.6 the provision and maintenance of village or community halls for use by the inhabitants of the area for benefit for all without distinction of sex, sexual orientation, race or of political, religious or opinions including use for meetings, lectures and classes and other forms of recreation and leisure time occupation with the object of improving the conditions of life for the inhabitants; and/or
- 4.1.7 such other charitable purposes beneficial to the public and consistent with the objects above, as the Trustees shall in their absolute discretion determine.

## **5. POWERS**

5.1 In furtherance of the said objects, but not further or otherwise, the Company shall have power:

- 5.1.1 to raise funds and invite and receive contributions **PROVIDED** that in raising funds the Directors shall not undertake any substantial permanent trading activity and shall confirm to any relevant statutory regulations;
- 5.1.2 to acquire or hire property of any kind, and any interests in or rights over property of any kind;
- 5.1.3 to sell, dispose of, let, mortgage, or charge any property of the Company and to grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company;

- 5.1.4 to co-operate and enter into arrangements with any authorities, international, national, local or otherwise;
- 5.1.5 to accept subscriptions, gifts, donations, devises and bequests of any real or personal property maintain and alter any of the same as are necessary for any of the objects of the Company and (subject to such consents as may be required by law) sell, lease, mortgage or otherwise dispose of any such property;
- 5.1.6 to issue appeals, hold public meetings and take such other steps as may be appropriate for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- 5.1.7 to issue cheques and other financial instruments, and to operate bank and other accounts in the name of the Company;
- 5.1.8 subject to such consents as may be required by law, to borrow and raise money for the objects of the Company on such terms and conditions and on such security as may be thought fit;
- 5.1.9 to construct, maintain and alter buildings or erections or otherwise repair, maintain and improve buildings in line with any lease obligations;
- 5.1.10 to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the Company or such trade is temporary and ancillary to the carrying out of the said objects;
- 5.1.11 to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;
- 5.1.12 to establish subsidiary companies to assist or act as agents for the Company and/or to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other Company;
- 5.1.13 to invest the monies of the Company not immediately required for its objects in or upon such investments, securities or property as may be thought fit;
- 5.1.14 to make any charitable donation or grant either in cash or assets for the furtherance of the objects of the Company;
- 5.1.15 to establish or support any charitable institution and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
- 5.1.16 to lend money and give credit to, take security for such loans or credit from and to guarantee and become or give security for the performance of contracts or obligations by any person or company as may be necessary or expedient for the work of the Company;
- 5.1.17 to provide indemnity insurance to cover the liability of the Directors:
  - 5.1.17.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the Company;

- 5.1.17.2 to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986.
- 5.1.18 provided that any such insurance in the case of Article 5.1.17.1 shall not extend to:
  - 5.1.18.1 any liability resulting from conduct which the Directors knew, or must be assumed to have known, was not in the best interests of the Company, or which the Directors did not care whether it was in the best interests of the Company or not;
  - 5.1.18.2 any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors;
  - 5.1.18.3 any liability to pay a fine.
- 5.1.19 Any insurance in the case of Article 5.1.17.2 shall not extend to any liability to make such a contribution where the basis of the Director's liability is his knowledge prior to the insolvent liquidation of that Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;
- 5.1.20 to employ and pay such staff (who shall not be Directors) to supervise, organise, carry on the work of and advise the Company;
- 5.1.21 to allow Directors to be paid for their services when acting either in the capacity of director or employee of a subsidiary entity of the Company provided that the Charity Commission have consented to this;
- 5.1.22 to purchase insurance to cover the officers, staff, voluntary workers and those of its Members from and against all such risks incurred in the course of the performance of their duties, as may be thought fit;
- 5.1.23 to pay reasonable annual sums or premiums for or towards the provision of pensions for staff for the time being of the Company and their dependants;
- 5.1.24 to purchase insurance to cover any buildings or other property to their full value;
- 5.1.25 to co-operate with, enter into arrangements with, partner or contract with any person, body corporate, public body or institution in furtherance of the Company's objects;
- 5.1.26 to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and which 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 Members of the Company by this Memorandum of Association;
- 5.1.27 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 5.1.28 to establish where necessary local branches (whether autonomous or not);

5.1.29 to do all such other lawful things as shall further the above objects or any of them.

## **6. APPLICATION OF INCOME AND PROPERTY**

6.1 The income and property of the charity shall be applied solely towards the promotion of the Objects.

6.2 A director is entitled to be reimbursed from the property of the charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the charity.

6.3 A director may benefit from Director indemnity insurance cover purchased at the charity's expense in accordance with, and subject to, the conditions in Section 189 of the Charities Act 2011.

6.4 A director may receive an indemnity from the charity in the circumstances specified in Article 34.

6.5 A director may not receive any other benefit or payment unless it is authorised by Article 7.

6.6 Subject to Article 7, none of the income or property of the charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the charity. This does not prevent a member who is not also a director receiving:

6.6.1 a benefit from the charity in the capacity of a beneficiary of the charity;

6.6.2 reasonable and proper remuneration for any goods or services supplied to the charity.

## **7. BENEFITS AND PAYMENTS TO CHARITY DIRECTORS AND CONNECTED PERSONS**

### **7.1 General Provisions**

7.1.1 No director or connected person may:

7.1.1.1 buy any goods or services from the charity on terms preferential to those applicable to members of the public;

7.1.1.2 sell goods, services, or any interest in land to the charity;

7.1.1.3 be employed by, or receive any remuneration from, the charity;

7.1.1.4 receive any other financial benefit from the charity;

unless the payment is permitted by sub-clause 7.2 of this article, or authorised by the court or the Charity Commission.

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

### **7.2 Scope and powers permitting directors' or connected persons' benefits**

- 7.2.1 A director or connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity, provided that a majority of the directors do not benefit in this way.
- 7.2.2 A director or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the charity where that is permitted in accordance with, and subject to, the condition in Sections 185 and 186 of the Charities Act 2011.
- 7.2.3 Subject to sub-clause 7.3 of this Article, a director or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by the director or connected person.
- 7.2.4 A director or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 7.2.5 A director or connected person may receive rent for premises let by the director or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 7.2.6 A director or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.

### 7.3 Payment for supply of goods only - controls

The charity and its directors may only rely upon the authority provided by sub-clause 7.2.3 of this article if each of the following conditions is satisfied:

- 7.3.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity or its directors (as the case may be) and the director or connected person supplying the goods ("the Supplier") under which the Supplier is to supply the goods in question to or on behalf of the charity.
- 7.3.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- 7.3.3 The other directors are satisfied that it is in the best interests of the charity to contract with the supplier rather than with someone who is not a director or connected person. In reaching that decision the directors must balance the advantage of contracting with a director or connected person against the disadvantages of doing so.
- 7.3.4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity.
- 7.3.5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of directors is present at the meeting.
- 7.3.6 The reason for their decision is recorded by the directors in the minute book.

- 7.3.7 A majority of the directors then in office are not in receipt of remuneration or payments authorised by Article 7.
- 7.4 In sub-clauses 7.2 and 7.3 of this article:
- 7.4.1 “Charity” includes any company in which the charity:
- 7.4.1.1 holds more than 50% of the shares; or
  - 7.4.1.2 controls more than 50% of the voting rights attached to the shares; or
  - 7.4.1.3 has the right to appoint one or more directors to the board of the company.
- 7.4.2 “Connected Person” includes any person within the definition in Article 37 “Interpretation”.
- 8. LIMITED LIABILITY**
- 8.1 The liability of the Members is limited by the guarantee.
- 9. GUARANTEE**
- 9.1 Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up whilst being a member, or within one year after ceasing to be a member, for payment of the debts and liabilities of the Company contracted before ceasing to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.
- 10. WINDING UP**
- 10.1 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given, or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 10 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if considered appropriate by the Directors, after consultation with the Charity Commission, in so far as effect cannot be given to such provision, then to some other charitable object.
- 11. MEMBERS**
- 11.1 Only the subscribers to the Memorandum and the Directors shall be Members of the Company.
- 11.2 Every person admitted to membership of the Company shall either sign a written consent to become a member or sign the register of Members.
- 11.3 A member will cease to be a member;
- 11.3.1 if he resigns by giving notice to the Company;



- 11.3.2 if being a Director, on ceasing to be a Director for whatever reason;
- 11.3.3 if an individual, upon death, or if he becomes of unsound mind, or is convicted of any indictable offence for which he is sentenced to a term of imprisonment;
- 11.3.4 if, in the view of the Board, it is determined that the member's continued membership is not in the best interests of the Company or that membership should cease for any other reasonable reason and the Board pass a resolution to this effect;
- 11.3.5 membership of the Company is not transferable.

## **12. GENERAL MEETINGS**

- 12.1 The Company must hold its first annual general meeting within 18 months after the date of its incorporation.
- 12.2 An annual general meeting must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings.
- 12.3 The business at an annual general meeting shall include:
  - 12.3.1 appointing the Chair and Vice-Chair of the Board;
  - 12.3.2 delegating responsibilities between the Directors;
  - 12.3.3 consideration of the accounts, balance sheets and reports of the Directors and auditors; and
  - 12.3.4 appointment of the auditors.
- 12.4 The Board may whenever it thinks fit convene a general meeting, and general meetings shall also be convened if requisitioned by Members as provided by the Act.

## **13. NOTICE OF GENERAL MEETINGS**

- 13.1 All member meetings shall be called by at least fourteen Clear Days' notice in writing provided that a general meeting may be called by shorter notice if it is so agreed. In the case of any general meeting, by a majority of the Members having a right to attend and vote at the meeting, being a majority together representing not less than ninety per cent of the total voting rights at that meeting of all the Members.
- 13.2 The notice shall specify the place, the day and the hour of meeting, the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. Notice shall be given, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company.
- 13.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.
- 13.4 Notice of every general meeting shall be given in writing either personally or by post addressed to a member at his registered office or in electronic form using electronic means to an address for the time being notified to the Company by the member and shall be given to:

- 13.4.1 every member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for giving of notices to them;
- 13.4.2 the reporting accountant or auditor (as appropriate in accordance with the Act) for the time being of the Company;
- 13.4.3 each Director.
- 13.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic form of communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators by a record (in whatever form) of the total number of recipients emailed and of each recipient to whom the message was sent shall be conclusive evidence that notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted, or in the case of a notice contained in an electronic form of communication, at the expiration of 24 hours after the time it was sent. In the event that the nominated person responsible for sending the notices is alerted that an electronic form of communication was unsuccessfully delivered to its recipient (and subsequent attempts to remedy the situation are unsuccessful), the nominated person shall send a hard copy of the notice by mail to the recipient's last known postal address.
- 13.6 A member present in person at any general meeting shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
- 14. PROCEEDINGS AT GENERAL MEETINGS**
- 14.1 No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. The quorum for general meetings shall be three voting Members each being a member or a proxy for a member.
- 14.2 If within half an hour from the time appointed for the meeting a quorum is not present, or, if during a meeting a quorum ceases to be present, the meeting shall be adjourned to such other time and/or if necessary to such other day and place as the Board determines. If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the Members present will be a quorum.
- 15. CHAIR**
- 15.1 The Chair of the Board shall also chair every general meeting of the Company, or if there is no such Chair, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-Chair shall chair the general meeting. Where there is no such Vice-Chair, or if he is not be present or is unwilling to act, the Directors shall elect one of their number to chair the general meeting.
- 15.2 The Chair may, with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no other business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise, it shall not be necessary to give notice.
- 16. RESOLUTIONS**

- 16.1 At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands by those Members present, whether present personally or represented by proxy or whether a representative of a corporate member unless, before or on the declaration of the result of the show of hands, a poll is demanded:
- 16.1.1 by the Chair; or
  - 16.1.2 by at least two Members present in person or represented by proxy or a representative of a corporate member and having the right to vote at the meeting; or
  - 16.1.3 by a member or Members present in person or represented by proxy or a representative of a corporate member representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
- 16.2 Unless a poll is so demanded, a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour for or against the resolution.
- 16.3 The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the Chair. The withdrawal of the demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 16.4 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a second or casting vote in addition to any other vote he may have.
- 16.5 A poll demanded on the election of a Chair, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken at such time and in such manner as the Chair of the meeting directs, not being more than thirty days after the poll is demanded, and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 16.6 No notice need be given of a poll not taken immediately if the time and the place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
- 16.7 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
- 16.7.1 a copy of the proposed resolution has been sent to every eligible member;
  - 16.7.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
  - 16.7.3 it is contained in an authenticated document which has been received at the registered office within the period of 14 days beginning with the circulation date.

- 16.8 A resolution in writing may comprise several copies to which one or more members have signified their agreement.
- 16.9 In the case of a member that is an organisation, its authorised representative may signify its agreement.

## **17. VOTES OF MEMBERS**

- 17.1 Subject to Article 17.4, every member shall have one vote whether present personally, by proxy or as a representative of a corporate member. The Board may make arrangements for postal voting on such terms and conditions as it thinks fit.
- 17.2 No member shall be entitled to vote at any general meeting unless all monies presently payable by him or her to the Company have been paid.
- 17.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.
- 17.4 A vote given or poll demanded by the duly authorised representative of a member organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

## **18. APPOINTMENT OF PROXIES**

- 18.1 Votes may be given on show of hands or on a poll either personally or by proxy.
- 18.2 The proxy form (and the power of attorney, if any, under which it is signed, or a copy of that power certified by a solicitor and any instrument to terminate a proxy appointment) must be deposited at the registered office of the Company, or at another place within the United Kingdom specified for that purpose in the notice convening the meeting, not less than 48 hours before the time set for the meeting or adjourned meeting in question at which the person named in the instrument proposes to vote and may be contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:
- 18.2.1 in the notice convening the meeting, or
- 18.2.2 in any instrument of proxy sent out by the Company in relation to the meeting, or
- 18.2.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,
- 18.3 An appointment of proxy which is not deposited, delivered or received in a manner permitted by Article 18.2 shall be invalid. In calculating the 48 hour period, no account shall be taken of any part of a day that is not a Working Day.
- 18.4 A vote given or poll demanded by a proxy for a member, or by the authorised representative of a member which is an organisation remains valid despite the previous revocation of the authority of proxy or representative unless notice of revocation was received by the Company at its registered office in accordance with Article 18.2. 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 Company by or on behalf of that person. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. Proxies shall count towards the

quorum of a member meeting and shall have the same rights to speak as the member who appointed him.

- 18.5 An appointment under a proxy notice may be revoked by delivering to the charity a notice in writing given by or on behalf of a person by whom or on whose behalf the proxy notice was given.
- 18.6 A notice revoking a proxy appointment only takes effect if it is delivered before the start of a meeting or adjourned meeting to which it relates.
- 18.7 Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

I, [Name] of [Address] being a member of [Name of company] appoint [name of proxy] of [Address of Proxy] or the Chair (delete as appropriate) as my proxy to vote for me on my behalf at [the General Meeting of the Company to be held on [date] and at any adjournment] or [all General meetings of the Company until [date]] and to join in any demand for a poll in accordance with the Articles.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution \_\_\_\_\_ For\* \_\_\_\_\_

Against\* \_\_\_\_\_

\*Place cross in desired box. If left blank, the proxy will vote as he/she thinks fit.

As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_

## **19. ORGANISATIONS ACTING BY REPRESENTATIVES AT MEETINGS**

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

## **20. HONORARY OFFICERS**

- 20.1 The Board shall have the power, at its sole discretion to appoint honorary officers including but not limited to a President or a Patron ('Honorary Officers').
- 20.2 Honorary Officers shall not be entitled to attend meetings of the Board, but may attend if invited by the Board, and shall be entitled to attend general meetings of the Company but not to vote at the same or count towards the quorum.
- 20.3 The Board shall be entitled to appoint Honorary Officers for life or such other term of appointment as the Board may decide.

## **21. DIRECTORS**

- 21.1 Unless otherwise determined by the Company, the Board shall consist of at least three and not more than five individuals.

21.2 The first Directors shall be those persons named in the statement delivered pursuant to Section 10(2) of the Act, who shall be deemed to have been appointed under these Articles. Future Directors shall be appointed as provided subsequently in these Articles.

21.3 The Directors may be paid all reasonable expenses properly incurred by them in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **22. BORROWING POWERS**

22.1 Without prejudice to the generality their powers under these Articles, the Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any charitable body where such action will directly further the objects of the Company.

## **23. POWERS AND DUTIES OF THE DIRECTORS**

23.1 The business of the Company shall be managed by the Board who may pay all expenses incurred in the formation of the Company, and may exercise all such powers of the Company as are not required to be exercised by the Company in general meeting. Any such requirement may be imposed either by the Act or by these Articles or by any regulation made by the Company in general meeting; but no such regulation shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

23.2 All cheques and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed or otherwise executed, as the case may be, in such manner as the Board shall from time to time determine.

23.3 The Board shall arrange for minutes to be made:

23.3.1 of all appointments of officers made by the Board;

23.3.2 of the names of the Directors present at each Board meeting; and

23.3.3 of all resolutions and proceedings at all meetings of the Company.

## **24. ELECTION AND RETIREMENT OF DIRECTORS**

24.1 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director:

24.1.1 by ordinary resolution; or

24.1.2 by a decision of the Directors.

24.2 In selecting persons to be appointed as Directors, the Directors shall take into account the benefits of appointing a person who is able by virtue of his or her personal or professional qualifications to make a contribution to the pursuit of the objects or the management of the Company.

24.3 A Director shall act as a Director for a fixed period of four years unless and until he resigns or is disqualified or removed pursuant to Article 25. Directors may be re-

appointed by the board at the end of each term of office up to a maximum number of four terms of office. No person may be appointed as a Director:

24.3.1 unless he has attained the age of 18 years; or

24.3.2 in circumstances such that, had he already been a Director, he would have been disqualified from acting under the provisions of Article 25.1.

24.4 No person shall be entitled to act as a Director whether on a first or on any subsequent entry into office until after signing in the minute book of the Directors a declaration of acceptance and willingness to act as a Director of the Company.

## **25. DISQUALIFICATION AND REMOVAL OF DIRECTORS**

25.1 A Director shall cease to hold office if:

25.1.1 he ceases to be a Director by virtue of any provision in the Act or is disqualified from acting as a Director by virtue of Section 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision) or under the Company Directors Disqualification Act 1986 (or any statutory re-enactment or modification of that Act); or

25.1.2 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director/Director and may remain so for more than 3 months; or

25.1.3 he resigns his office by written notice to the Company (but only if at least three Directors remain in office when the notice of resignation is to take effect); or

25.1.4 he ceases to be a member of the Company; or

25.1.5 he dies; or

25.1.6 he is absent without permission of the Board from more than 50% of the Board meetings in any calendar year and the Board resolves that his office be vacated; or

25.1.7 he is removed from office by notice signed by a majority of the other Directors stating that that person should cease to be a director/Director; or

25.1.8 a composition is made with that person's creditors generally in satisfaction of that person's debts (whether by means of an individual voluntary arrangement or otherwise).

## **26. DIRECTORS' INTERESTS**

26.1 Except to the extent expressly permitted by these Articles, no Director shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Director in any other contract to which the Company is a party.

26.2 Whenever a Director has any kind of interest in a matter to be discussed by the Board which may conflict with the interests of the Company, the Director concerned must declare an interest in the item under discussion, withdraw from the meeting for that item (unless expressly asked to stay to provide information) and shall not be taken into



account in calculating the quorum for that item of the meeting. For the purposes of this Article, a conflicting interest or duty is an interest or duty that arises as a result of a Director being a member, director, officer or employee of another organisation.

## **27. PROCEEDINGS OF THE BOARD**

- 27.1 The Board shall meet at least four times in each calendar year. The Directors shall use all reasonable endeavours to attend all Board meetings.
- 27.2 Subject to the provisions of the Articles, the Board may regulate its proceedings as it sees fit. A Director may, call a meeting of the Board. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes.
- 27.3 The quorum for the transaction of the business of the Board shall be fixed at three Directors.
- 27.4 The Chairman or any two Directors may call a Directors' meeting by giving not less than 10 days' notice of the meeting to the Directors. Notice of any Directors' meeting must indicate:
- 27.4.1 its proposed date, time and subject matter;
  - 27.4.2 where it is to take place; and
  - 27.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 27.5 Notice of a Directors' meeting:
- 27.5.1 need not be given writing, but
  - 27.5.2 must be communicated to each Director.
- 27.6 In fixing the date and time of any Directors' meeting, the Director calling it must try to ensure, subject to the urgency of any matter to be decided by the Directors, that as many Directors as practicable are likely to be available to participate in it.
- 27.7 The Board may act notwithstanding any vacancies in its number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting to appoint further Directors.
- 27.8 If at any meeting the Chair is not present within ten minutes after the time appointed for holding the meeting and/or is unwilling to preside, the Vice-Chair shall chair the meeting. Where the Vice-Chair is not present and/or is unwilling to preside, the Board shall choose one of their number to be Chair of the meeting. In the case of an equality of votes, the chair shall be entitled to a second or casting vote.
- 27.9 The Directors may appoint one or more sub-committees consisting of at least one Director for the purpose of making an inquiry or supervising or performing any function or duty which in the opinion of the Board would be more conveniently undertaken or carried out by a sub-committee; provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Board.
- 27.10 All acts done by the Board, or by a committee of the Board, shall, notwithstanding that it be afterwards discovered that there was defect in the appointment of any Director or that any of them were disqualified from holding office, or has vacated office, or were not

entitled to vote, be as valid as if every such person has been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

- 27.11 A resolution in writing, signed by such number of the Directors as required by the Act, having regard to the nature of the resolution shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Directors.
- 27.12 Any Director may validly participate in a meeting of the Directors through the medium of telephone or video conference or any other form of electronic communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed present at the meeting and shall accordingly be counted in a quorum and be entitled to vote. A resolution passed at any meeting held in such manner and signed by the chair of the meeting shall be valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.

## **28. RECORD KEEPING**

- 28.1 A Director or another authorised person must take minutes of all proceedings and keep these in accordance with the Act.
- 28.2 The Company must keep company records in accordance with the Act.

## **29. BANK ACCOUNT**

- 29.1 Any bank account in which any part of the Trust Fund is deposited shall be operated by the Directors and shall be held in the name of the Company. All cheques and orders for the payment of money from such account shall be signed by at least two Directors or authorised signatories on behalf of the Directors in accordance with an agreed scheme or delegation.

## **30. THE SEAL**

- 30.1 If the Company has a common seal and it is affixed to a document, the document must also be signed by one authorised person in the presence of a witness who attests the signature. For the purposes of this article, an authorised person is:
- 30.1.1 any Director of the company;
- 30.1.2 any other person authorised by the Directors for the purpose of signing documents to which a company seal is applied.

## **31. MEANS OF COMMUNICATION TO BE USED**

- 31.1 Subject to these Articles:
- 31.1.1 anything sent or supplied by or to the Company or its Members or directors under these Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information to be sent or supplied by or to the Company for the purposes of the Companies Acts, and
- 31.1.2 any notice or documents to be sent or supplied to the Members or the directors in connection with the taking of decision by the Members or the directors may also be sent or supplied by the means by which the Members or

directors have asked to be sent or supplied with such notices or documents for the time being.

## **32. ACCOUNTS**

- 32.1 Accounts shall be prepared in accordance with the Act and the Charities Act 2011.

## **33. ANNUAL REPORT AND RETURN**

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

## **34. INDEMNITY**

- 34.1 Subject to the provisions of the Act every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

## **35. DISSOLUTION**

- 35.1 The Company may at any time decide by resolution passed by at least 75% of the Members that the Company is to be dissolved.
- 35.2 Article 10 of these Articles shall determine the procedure for dissolution.

## **36. AMENDMENT OF ARTICLES**

- 36.1 These Articles may be amended by the Company in general meeting provided that:
- 36.1.1 no amendment may be made to Articles 4, 6 or 10 of these Articles or this Article without the prior consent in writing of the Charity Commission; and
- 36.1.2 no amendment may be made which has the effect of the Company ceasing to be a charity at law.

## **37. RULES OR BYE LAWS**

- 37.1 The Directors may from time to time make such Rules or Bye Laws as it may deem necessary or convenient for the proper conduct and management of the membership, and in particular but without prejudice to the generality of therefore going, it may by such Rules or Bye Laws regulate:
- 37.1.1 the deposit of money at a bank and the custody of documents;
- 37.1.2 the conduct of Members of the Company in relation to one another, and to the Company's employees;
- 37.1.3 the admission and classification of Members of the Company, and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;

- 37.1.4 the procedure at general meetings and meetings of the Board and sub Committees in so far as such procedure is not regulated by these Articles;
  - 37.1.5 the calling of meetings;
  - 37.1.6 generally, all such matters as are commonly the subject matter of Company rules.
- 37.2 The Company in general meeting shall have power to alter, add to or repeal the Rules or Bye Laws and the Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such Rules or Bye Laws, which, so long as they shall be in force, shall be binding on all Members of the Company provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles.

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Signatures, Names and Address of Subscribers

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Dated

Witness to the above signature(s)

Name:

Address:

Signature:

Occupation: