

THE COMPANIES (NORTHERN IRELAND) ORDERS 1986 TO 1990

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

The Blind Centre for Northern Ireland

INTERPRETATIONS

Company number: N1020701

In these articles:-

"the order"	means the Companies (Northern Ireland) Order 1986;
"clear days"	in relation to the period of a notice means that 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;
"RNIB"	means the Royal National Institute of the Blind (Charity Registration no 226227)
"the seal"	means the common seal of the Company;
"Secretary"	means any person appointed to perform the duties of the Secretary of the Company;
"the United Kingdom"	means Great Britain and Northern Ireland

The provisions set out in the Schedule of these Articles, which formerly were part of the Memorandum of Association for the Company, shall apply as provisions within these Articles.

Expressions referring to writing shall, unless the contrary intention appears, be constructed as including references to printing, lithography, photography, electrostatic processes, and other modes of presenting or reproducing words in a visible form. Unless the contrary intention appears, words or expressions contained in these articles shall bear the same meaning as in the Order or any statutory modification thereof in force at the time at which these articles become binding on the Company.

Members

2. The first member of the Company shall be the Subscriber to the Memorandum of Association.
3. The sole member of the Company shall be RNIB

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COMPANIES HOUSE

4. Any member which is an association or a corporate body shall by resolution of its governing body appoint a deputy who shall during the continuance of his/her appointment be entitled to exercise in any General Meeting all such rights and powers as the association or the corporate body would exercise if it were an individual person.
5. The provision of Article 360 of the Order shall be observed by the Company and every member shall either sign a written consent to become a member or sign the Register of Members on becoming a member.
6. A member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company. Membership shall not be transferable.

CESSATION OF MEMBERSHIP

7. A member shall cease to be a member if:
 - (a) such member ceases to fulfil any of the qualifications specified in these articles;
 - (b) such member resigns by notice in writing addressed and delivered to the Secretary;
 - (c) such member is expelled from membership by an ordinary resolution in that behalf carried at a duly convened General Meeting of the Company at which such member shall be first afforded the opportunity to make representations on the matter;
 - (d) such member ceases to be a body corporate or unincorporated or goes into liquidation or is dissolved;

GENERAL MEETINGS

8.
 - (a) Subject to paragraph (b) the company shall in each calendar year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such and the notices calling; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next.
 - (b) So long as the Company holds its first Annual General Meeting within fifteen months of its incorporation, it need not hold it in the calendar year of its incorporation or in the following calendar year. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.
 - (c) the directors shall meet as and when required, with no restriction on the number of meetings.

- (d) The business of an Annual General Meeting shall comprise:
 - (i) the appointment of Directors, if appropriate;
 - (ii) the approval of non-voting advisors to attend Board Meetings of the Company;
 - (iii) the consideration of the Report and Accounts presented by the Directors;
 - (iv) the appointment and the fixing of the remuneration of the Auditor or Auditors;
 - (v) the fixing of annual subscription, if any;
 - (vi) reviewing Standing Orders.
- (e) The Directors may at their discretion invite representatives from Health & Social Services Boards, Visually Impaired People, BBC, funding bodies, personal donors etc

All other business transacted at an Annual General Meeting shall be deemed special.

- 9. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 10. The Directors or **ten per cent** of the members of the Company for the time being may whenever they think fit convene an Extraordinary General Meeting of the Company. The notice of such a meeting must be given in accordance with article 12 below and must state the objects of the meeting.
- 11. Decisions at General Meetings shall be made by passing resolutions:
 - (a) Decisions involving an alteration of the Articles of Association of the Company and other decisions so required by statute shall be made by special resolution. A special resolution is one passed by a majority of not less than three-fourths of members present and voting at a General Meeting.
 - (b) All other decisions shall be made by ordinary resolutions requiring a simple majority of members present and voting.

NOTICES

12. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty-one clear days' notice in writing. Any other General Meeting shall be called by at least fourteen clear days' notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and in the case of an Annual General Meeting shall specify the meeting as such. The notice shall be given to all the members and to the Auditors.
13. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted.
14. 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 at that meeting.
15. The Company in General Meeting may decide from time to time to invite by notice any person to a General Meeting of the Company.

PROCEEDINGS AT GENERAL MEETINGS

16. Every member and such other persons as receive notice shall be entitled to attend and speak at a General Meeting.
17. No business shall be transacted at a General Meeting unless a quorum is present. One member present in person or by proxy shall be a quorum.
18. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such a day, time and place as the Directors may determine.
19. The Chairperson or Vice-Chairperson, if any, of the Directors, shall preside as Chairperson at every General Meeting of the Company, or if there is no such Chairperson or Vice-Chairperson or if he or she is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairperson of the meeting.
20. If at any meeting no Director is willing to act as Chairperson or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their numbers to be Chairperson of the meeting.

21. The Chairperson may, with the consent of any 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 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 thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
22. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Order a poll may be demanded:
 - (a) by the Chairperson, or
 - (b) by not less than one member attending the meeting and entitled to vote.
23. Unless a poll is duly demanded, a declaration by the Chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry made to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
24. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairperson and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
25. Except as provided in article 27, if a poll is duly demanded it shall be taken in such manner as the Chairperson directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
26. A poll demanded on the election of a Chairperson, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairperson of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
27. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.

28. A resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.
29. Votes may only be given personally and no member shall have more than one vote, except as provided in Article 27.

DIRECTORS

30. Unless otherwise determined by the Company in General Meeting the number of Directors shall not be more than **sixteen, one quarter** of which should be registered blind or partially sighted.
31. The initial Director from incorporation until the first General Meeting shall be determined in writing by the subscribers of the Memorandum of Association.
32. Directors shall be appointed by written notice signed by or on behalf of RNIB
33. A former Director shall be eligible for re-election.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

34. The office of a Director shall be vacated if:
 - (a) He/she resigns his/her office in writing to the Company;
 - (b) He/she is absent from three successive meetings of the Directors without giving adequate reason and the Directors resolve by a majority that the office is to be vacated;
 - (c) He/she becomes bankrupt or makes any arrangements or composition with his/her creditors generally;
 - (d) He/she fails to declare his/her interest in any contract as referred to in article 44;
 - (e) He/she is, or may be, suffering from mental disorder and either:
 - (i) he/she is detained for treatment within the meaning of Article 12(5) of the Mental Health (Northern Ireland) Order 1986, or

- (ii) an order is made by a court having jurisdiction {whether in the United Kingdom or elsewhere), in matters concerning mental disorder for his/her detention or for the appointment of a controller, receiver, curator bonis or other person to exercise powers with respect to his/her property or affairs.
- (e) He/she is removed from office by resolution of the Company in General Meeting (in accordance with Article 311 of the Order).
- (f) He/she is removed by written notice signed by or on behalf of RNIB

NON-VOTING ADVISORS

- 35. Subject to the prior approval of members at the Annual General Meeting, the Directors may invite to Board meetings non-voting advisors who shall be persons with particular skills or experience of benefit to the Company. Non-voting advisors will act in a purely advisory capacity.

POWER AND DUTIES OF THE DIRECTORS

- 36. The business of the Company shall be managed by the Directors who may pay all the expenses of the formation of the Company as they think fit and may exercise all such powers of the Company and do all such acts on behalf of the Company as may be exercised and done by the Company and as are not by statute or by these articles required to be exercised or done by the Company in General Meeting.
- 37. No regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid had that regulation not been made.
- 38. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall from time to time by resolution determine.
- 39. Without prejudice to its general powers the Directors 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 and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- 40. The Directors shall cause minutes to be made in files provided for the purpose:
 - (a) of all appointments of Officers made by the Directors;
 - (b) of all the names of the Directors present at each meeting of the Directors and of any committee of the Directors;

- (c) of all resolutions and proceedings at all meetings of the Company and all meetings of the Directors and all meetings of committees of Directors.

41. A Director shall not vote in respect of any contract in which he/she is directly or indirectly interested or any matter arising there from and if he/she does vote his/her vote shall not be counted.

WRITTEN RESOLUTIONS

42. A resolution in writing shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

- (a) a written resolution must be signed by all of the Directors;
- (b) a written resolution may consist of several instruments in like form each signed by one or more Directors; and
- (c) the date of a written resolution shall be the date on which the last Director signs.

EMAIL APPROVAL OF RESOLUTIONS

43. A resolution which is approved by email in accordance with this Article 43 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

- (a) such a resolution must be approved by email by all of the Directors;
- (b) approval from each Director must be received by such person as all the Directors shall have nominated in advance for that purpose ("**the Recipient**"), which person may, for the avoidance of doubt, be one of the Directors;
- (c) approval from a Director must be sent from an email address previously notified in writing (not using electronic communications) by that Director to the Secretary as intended for use by that Director for the purpose;
- (d) following receipt of a response on any resolution from each of the Directors, the Recipient shall circulate a further email to all of the Directors confirming whether the resolution has been formally approved by the Directors in accordance with this Article 43;
- (e) the date of a resolution shall be the date of the email from

the Recipient confirming formal approval.

VIRTUAL MEETINGS

44. A meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Directors in which all participants may communicate simultaneously with all other participants.

ELECTIVE RESOLUTIONS

45. (a) Pursuant to Article 260 of the Companies (Northern Ireland) Order 1986 ("the Order") the Company dispense with the requirement of laying accounts and reports before the company in general meeting.
- (b) Pursuant to Article 374A of the Order the Company dispense with the requirement of holding annual general meetings.
- (c) Pursuant to Article 394 of the Order the company dispense with the requirement of appointing auditors annually.

PROCEEDINGS OF THE DIRECTORS

46. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairperson shall have a second or casting vote.
47. A Director may and the Secretary shall on the requisition of a Director summon a meeting of the Directors at any reasonable time.
48. The **quorum** necessary for the transaction of business of the Directors shall be **three** Directors.
49. If the Directors shall at any time be reduced in number to less than the minimum prescribed in these articles, they may act as the Directors for the purpose of filling vacancies in their body or summoning a General Meeting of the Company.
50. The Directors shall appoint office holders in accordance with the rules of the company as agreed by the directors from time to time.
51. If at any meeting the Chairperson or Vice-Chairperson is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their numbers to be Chairperson of the meeting.
52. The Directors may delegate any of its powers to sub-committees consisting of such members of the Company as it thinks fit. Any sub-

Committee so formed shall conform to any regulations that may be imposed on it by the Directors. The Directors may if necessary establish a **quorum** for such committees.

53. The Committee may elect a Chairperson of its meetings, but if no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the same, the members present may choose one of their numbers to be Chairperson of the meeting.
54. A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and where there is an equality of votes the Chairperson shall have a second or casting vote.

THE SEAL

55. The Directors shall provide for the safe custody of the Seal which shall only be used by the authority of the Directors acting on behalf of the Company. Every instrument to which the Seal shall be attached shall be signed by a Director and countersigned by a second Director.

ACCOUNTS

56. The Directors shall cause proper accounting records to be kept in accordance with the provisions of the Order with respect to:
 - (a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (b) All sales and purchases of goods by the Company;
 - (c) The assets and liabilities of the Company.

Proper accounting records shall be deemed to be kept if they give a true and fair record of the state of the Company's affairs and explain its transactions.

57. The accounting records shall be kept at the registered office of the Company or subject to Articles 230 (1) and (2) of the Order at such other places as the Directors think fit, and shall always be open to the inspection of all officers of the Company during their working hours and by such other persons authorised by the Company in General Meeting.
58. The Directors shall from time to time in accordance with their statutory obligations cause to be prepared and laid before the Company in General Meeting such profit and loss accounts, balance sheets and reports as are required by statute.
59. In addition the Directors shall, following the first General Meeting, prepare and present the members with such regular trading accounts,

showing so far as is possible the current financial results of the Company as the Company in General Meeting shall require to be laid before them.

60. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditor's report, shall, not less than twenty-one clear days before the date of the meeting, be sent or delivered to every member, the Auditors and every holder of loan stock or debentures of the Company. Provided that this article shall not require a- copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debenture.

AUDIT

61. Once at least in every year the accounts of the Company shall be examined and correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
62. Auditors shall be appointed and their duties regulated in accordance with the provision of the Order.

WAGES AND WELFARE

63. The terms and conditions of the contracts of employment of employees of the Company shall be determined by the Directors.

INDEMNITY

64. Every member or auditor or officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities incurred by him/her in or about the execution and discharge of the duties of his/her office, except to the extent that such losses or liabilities shall be attributed to either:
 - (a) fraud or other matters in respect of which such person concerned shall be convicted of a criminal offence; or
 - (b) negligence; or
 - (c) actions knowingly beyond the scope of a specific authority or limit thereon on the part of such person.

DISSOLUTION

65. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provision thereof were repeated in these articles.

Schedule

1. The Company's name is: The Blind Centre for Northern Ireland
2. The Company's registered office is to be situated in Northern Ireland.
3. The Company is established to:
 - (a) promote the relief of blind and partially sighted persons in Northern Ireland and its furtherance of such object;
 - (b) establish and run in Northern Ireland or assist others to establish and run in Northern Ireland, Centres and Institutions for the relief of blind and partially sighted persons in Northern Ireland.
 - (c) promote and assist others in promoting the advancement and rehabilitation of blind and partially sighted persons living in Northern Ireland.
 - (d) promote medical and other research into the prevention of blindness and the relief of its effect and publish the results of any such research,
4. In furtherance of the said objects, but not further or otherwise, the Company shall have power to:
 - (a) provide or secure the provision of information, advice and education for the support and development of local community organisations;
 - (b) promote dialogue and co-operation between different interest groups in the achievements of the Company's objects;

- (c) represent the interests of the community and the Company's members to the public and all statutory and voluntary organisations;
 - (d) provide or support the provision of services and facilities and appropriate structures in the communities in the area of benefit in furtherance of the above objects;
 - (e) provide insurance, maintain and equip or assist in the provision maintenance and equipment of premises and facilities designed to carry out the objects of the Company;
 - (f) bring together in conference representatives of voluntary organisations, Government departments, statutory authorities and individuals;
 - (g) co-operate and enter into arrangements with any authorities, national, local or otherwise;
 - (h) arrange and provide for, either alone or with others, the holding of exhibitions, meetings, lectures, classes, seminars or training courses;
 - (i) collect and disseminate information on all matters relating to its objects, and to exchange such information with other bodies having similar objects whether in the United Kingdom or elsewhere;
- U) write, print or publish, in whatever form; such papers, books, periodicals, pamphlets or other documents, including films and recorded material, as shall further its objects, and to issue or circulate the same whether for payment or otherwise;
- (k) accept subscription, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate, 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 or otherwise dispose of or mortgage any such real or personal estate; having due regard to the requirements of, or conditions established by statutory authorities or bodies providing funds or assistance of any kind to the Company;
 - (l) issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;

- (m) draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- (n) borrow or raise money for the objects of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit PROVIDED THAT the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company;
- (o) 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;
- (p) 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, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being imposed or required by law and subject also as hereinafter provided;
- (q) make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- (r) establish and support any charitable association or body and to subscribe or guarantee for charitable purposes calculated to furtherance the objects of the Company;
- (s) make regulations for the purpose, supervision, control and management of any property which may be so acquired;
- (t) employ and pay any person or persons who shall not be directors of the Company to supervise, organize, carry on the work of and advise the Company;
- (u) recruit and train volunteers with relevant skills to carry out the objects of the Company;
- (v) insure and arrange insurance cover for and to indemnify its officers, servants and 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;

- (w) subject to the provisions of clause 5 hereof to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Company or their dependants;
- (x) 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 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;
- (y) pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- (z) relieve poverty, sickness and assist the aged, disabled and disadvantaged, without distinction of age, sex, race, political, religious or other opinion, and in particular to support and develop the work of the community based groups in any charitable activity that seeks to relieve poverty, advance education and improve the quality of life of the inhabitants of the area of benefit.
- (aa) transfer the undertaking and assets of the Company to the Royal National Institute of the Blind
- (bb) do all such other lawful things as shall further the above objects or any of them;

Provided that:

- (i) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- (ii) the objects of the Company shall not extend to the regulations of relations between workers and employers or organisations of workers and organisations of employers.

5. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no Director shall be appointed to any office of the Company

paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company provided that nothing herein shall prevent any payment in good faith by the Company;

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company, not being a Director, for any services rendered to the Company;
- (b) of interest on money lent by any member of the Company or of its Board of Directors at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by a clearing bank selected by that Board of Directors or 3 per cent whichever is the greater;
- (c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Board of Directors;
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Board of Directors may be a member holding not more than 11100th part of the capital of that Company; and
- (e) to any members of its Board of reasonable and proper out-of-pocket expenses.

6. The liability of the members is limited.

7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases 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 amounts as may be required not exceeding £1.00.

8. 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 shall 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 Clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in so far effect cannot be given to such provision, then to some other charitable object.