

**COMPANIES ACT 2006**

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

**ARTICLES OF ASSOCIATION**

**OF**

**BRYSON CARE**

**Company Number NI606733**



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**BRYSON CARE**

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1. The company's name is Bryson Care (and in this document it is called the "Charity").
2. INTERPRETATION

2.1. In these Articles:

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

**"the Applicable Charities Legislation"** means the Charities Act (Northern Ireland) 1964 and the Charities (Northern Ireland) Order 1987 and the Charities Act (Northern Ireland) 2008 to the extent that they are for the time being in force;

**"Appointed Trustee"** means a trustee appointed in accordance with Article 18;

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

**"Authorised Representative"** means an individual who is authorised by the member to act on its behalf at meetings of the Charity and whose name is notified to the Charity in accordance with the Articles;

**"Bryson Charitable Group"** means the company limited by guarantee incorporated in Northern Ireland with registered number NI001319 and registered as a charity in Northern Ireland with charity number NIC101396;

**"the Bryson Charitable Group Investment Committee"** means the Investment Committee of Bryson Charitable Group;

**"Chairperson"** means the Chairperson of the Trustees;

**"the Charity"** means the company intended to be regulated by the Articles;

**"Charity Trustee"** has the meaning prescribed by s 180 Charities Act (Northern Ireland) 2008;

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

- the day when the notice is given or deemed to be given; and
- the day for which it is given or on which it is to take effect;

**"the Commission"** means the Charity Commission for Northern Ireland;

**"Companies Acts"** means the Companies Acts (as defined in s 2 of the Companies Act 2006) insofar as they apply to the Charity;

**"Conflicted Trustee"** means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because of the Conflicted Trustee or person connected to a Trustee is receiving or stands to receive a benefit (other than payment of a premium of indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

**"Co-opted Trustee"** means a Trustee co-opted by the Trustees in accordance with Article 18.5;

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

**"electronic form"** has the meaning given in s 1168 of the Companies Act 2006;

**"Group Board"** means the Board of Directors of Bryson Charitable Group;

**"Material Benefit"** means a benefit which may or may not be financial but which has monetary value;

**"Member"** or **"member"** means Bryson Charitable Group;

**"the Memorandum"** means the Charity's memorandum of association;

**"Model Articles"** means the model articles for private companies limited by guarantee contained, in schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of these Articles;

**"the Objects"** means the objects of the Charity as defined in Article 5;

**"Officers"** includes the Trustees and the Secretary (if any);

**"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 paragraphs (a) (b) or (c) (or which 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);

**"the Reserve Powers"** means the reserve powers of the Member Bryson Charitable Group as adopted by Bryson Charitable Group applicable to the Charity and notified to the Charity from time to time;

**"the seal"** means the common seal of the Charity, if it has one;

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

**"Subsidiary"** means a subsidiary as defined in s 1159 of the Companies Act 2008 and any other company which is a subsidiary (as so defined) of Bryson Charitable Group from time to time;

**"Taxable Trading"** means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax;

**"the Trustees"** means the directors of the Charity The Trustees are Charity Trustees as defined by Applicable Charities Legislation;

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

**"written" or "in writing"** refers to a legible document or paper or a document which can be printed onto paper including a fax message or electronic mail.

Words importing one gender shall include all genders, and the singular includes the plural and vice versa.

2.2. Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Acts and Applicable Charities Legislation but excluding any statutory modification not in force when this constitution becomes binding on the Charity.

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

2.4. The Model Articles as prescribed in schedule 2 to the Companies (Model Articles) Regulations 2008 are excluded in respect of the Charity.

### 3. LIABILITY OF MEMBERS

3.1. The liability of the members is limited.

3.2. Every member of the Charity promises, if the Charity is dissolved while he or she or it is a member or within twelve months after he or she or it ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of him or her or it towards the payment of the debts and liabilities of the Charity incurred before he or she or it ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

4. The Charity's registered office is to be situate in Northern Ireland.

### 5. OBJECTS

The Charity's Objects are to promote the following purposes for the benefit of the public:

5.1. the relief of those in need by reason of youth, age, ill-health, disability, financial hardship or other disadvantage including the provision of an integrated set of services to reduce risks to families under stress, the provision of child protection services, the mentoring of young people making a transition from school to training and employment, advocacy on behalf of people with learning disability, and supporting frail and vulnerable older people to remain at home;

5.2. the prevention or relief of poverty including administering the dispersal of small trust funds dedicated to the relief of poverty experienced by families and individuals living in Northern Ireland as a result of illness, low income and/or benefit dependency;

5.3. the advancement of health or the saving of lives by advancing the health and well being of families, children, young people and people with a learning disability through the teaching of nutrition and family hygiene, by promoting healthy living strategies such as anti-smoking messages, drug and alcohol awareness and safe sex practices, and in relation to its work with older people and those younger people with a disability/illness, to assist with safe and timely discharge of patients from hospital therefore reducing exposure to hospital based infections and the likelihood of readmission, and to support older vulnerable people in the community by the provision of personal care and by reducing the negative affects of social isolation caused by age and disability;

5.4. the advancement of citizenship or community development by working with 'hard to reach young people' to increase their post school engagement with training and

employment, by using community development models to recruit volunteer citizen advocates to support young adults with a learning disability, and by developing individual and social capital through generic volunteering opportunities;

- 5.5. the advancement of human rights, conflict resolution and reconciliation or the promotion of religious or racial harmony or equality and diversity by promoting equality and equity within the provision of all of its services;
- 5.6. the advancement of education generally but including in particular, becoming a centre of reference and information for all institutions, agencies and persons interested in charitable and social work by providing high standard practice learning opportunities to students from the Northern Ireland social work honours degree courses;
- 5.7. such other charitable purposes for the benefit of the public.

## 6. POWERS

- 6.1. The Charity has the following powers, which may be exercised only in promoting the Objects and only within the limits outlined in the Memorandum of Understanding provided by the Bryson Charitable Group Board:

- 6.1.1. to promote or carry out research;
- 6.1.2. to provide advice and other charitable services;
- 6.1.3. to organise (or to make grants or loans towards the costs of other organising) meetings, lectures, conferences, broadcasts or courses of instruction;
- 6.1.4. to publish or distribute information in any format;
- 6.1.5. to co-operate with other bodies;
- 6.1.6. to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and/or permits;
- 6.1.7. to establish, participate in and/or support (financially or otherwise) groups, forums, associations, federations or organisations with purposes which are within the Objects;
- 6.1.8. to set up, make grants to, support or administer other charities and undertake and execute charitable trusts;
- 6.1.9. to raise funds (but not by means of Taxable Trading);
- 6.1.10. to accept any gift of money, property or other assets whether subject to any special trusts or not;
- 6.1.11. to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Applicable Charities Legislation (if any));
- 6.1.12. to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;

- 6.1.13. to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Applicable Charities Legislation (if any));
- 6.1.14. to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 6.1.15. to pay any rent and other outgoings and expenses and execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 6.1.16. to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 6.1.17. to make grants or loans of money and to give guarantees;
- 6.1.18. to set aside funds for special purposes or as reserves against future expenditure;
- 6.1.19. to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 6.1.20. to delegate the management of investments to the Bryson Charitable Group Investment Committee;
- 6.1.21. to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 6.1.22. to purchase insurance designed to indemnify the Trustees against any personal liability in respect of any negligence, default, breach of trust or breach of duty committed by them in their capacity as Charity Trustees provided that the terms of such insurance exclude the provision of indemnity for liability incurred:
  - 6.1.22.1. to pay a fine imposed in criminal proceedings;
  - 6.1.22.2. to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
  - 6.1.22.3. by a trustee in defending criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him; or
  - 6.1.22.4. by a Trustee, to the Charity, that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Charity or in the case of which he did not care whether it was in the interests of the Charity or not;
- 6.1.23. subject to clause 8.1.1, to employ paid or unpaid agents, staff or advisers;
- 6.1.24. 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, their widows and children;

- 6.1.25. to transfer (whether or not for valuable consideration) any part of the property or assets of the Charity not required for the purposes for which it is formed, to any charitable body or charitable purpose with similar objects to those of the Charity provided that such body is not carrying on business for profit or gain and does not distribute its income or property by way of dividend, bonus or otherwise amongst its members;
- 6.1.26. to enter into contracts to provide services to or on behalf of other bodies;
- 6.1.27. to arrange for the amalgamation with, takeover of the Charity by or the acquisition of any charitable organisation (or part thereof) the purposes of which is in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated;
- 6.1.28. to enter into and carry into effect agreements or arrangements with associations, institutions, companies or individuals which are reasonably necessary for the attainment or furtherance of the Charity's Objects of any of them;
- 6.1.29. to establish, participate in and support (financially or otherwise) groups, associations, federations or organisations with purposes which are within the Objects;
- 6.1.30. to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 6.1.31. to pay the reasonable and proper costs of forming and administering the Charity; and
- 6.1.32. to do anything else within the law which the Trustees believe will promote or help to promote the Objects.

## 7. MEMBERS

- 7.1. The subscribers to the Memorandum are the first members of the Charity.
- 7.2. Membership is not transferable.
- 7.3. The sole member of the Charity may nominate any person to act as its Authorised Representative at any meeting of the Charity.
- 7.4. The organisation that is a member of the Charity must give written notice to the Charity of the name of its Authorised Representative. The Authorised Representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity. The Authorised Representative may continue to represent the organisation until written notice to the contrary is received by the Charity.
- 7.5. Any notice given to the Charity will be conclusive evidence that the Authorised Representative is entitled to represent the organisation or that his or her authority has been revoked. The Charity shall not be required to consider whether the Authorised Representative has been properly appointed by the organisation.
- 7.6. The Trustees must keep a register of names and addresses of all members.

## 8. BENEFITS TO THE MEMBER 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 Member of the Charity and none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member of the Charity, however:
- 8.1.1. the Member and Trustees may enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
  - 8.1.2. the Member and Trustees may be paid interest at a reasonable rate on money lent to the Charity;
  - 8.1.3. the Member and Trustees may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
  - 8.1.4. the Member and Trustees who are beneficiaries may receive charitable benefits in that capacity.
- 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 6.1.22 (Trustee insurance), 8.1.2 (loans), 8.1.3 (rent), 8.1.4 (as a beneficiary) or 8.3 (contractual payments);
  - 8.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) in accordance with the expenses policy of the Charity, actually incurred in running the Charity;
  - 8.2.3. an indemnity in respect of any liabilities properly Incurred in running the Charity or otherwise to the extent permitted by the Companies Acts and Applicable Charities Legislation;
  - 8.2.4. payments to any company in which a Trustee has no more than a 1% shareholding;
  - 8.2.5. in exceptional cases, other payments or benefits (but only with the prior written approval of the Commission where it is empowered to do so).
- 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. 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 24; and
  - 8.3.3. in any financial year, no more than one 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. GENERAL MEETINGS

- 9.1. The Trustees may call a general meeting at any time but the Charity shall not hold an annual general meeting.



9.2. A general meeting may be called on a written request to the Trustees from the Member.

9.3. On receipt of a written request made pursuant to Article 9.2, the Trustees must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the meeting.

#### 10. NOTICE OF GEERAL MEETINGS

10.1. The minimum period of notice required to hold a general meeting of the Charity is fourteen clear days.

10.2. A general meeting may be called by shorter notice if it is so agreed by the Member.

10.3. The notice of a general meeting must specify the date time and place of the meeting and the general nature of the business to be transacted. The notice must also contain a statement setting out the right of the Member to appoint a proxy under section 324 of the Companies Act 2006 and Article 12.

10.4. The notice of a general meeting must be given to the Member and to the Trustees and auditors.

10.5. The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the general meeting did not receive it because of an accidental omission by the Charity.

#### 11. PROCEEDINGS AT GENERAL MEETINGS

11.1. No business shall be transacted at any general meeting unless a quorum is present.

11.2. There is a quorum at a general meeting only if the Authorised Representative of the Member is present.

11.3. If:

11.3.1. a quorum is not present within half an hour from the time appointed for the meeting; or

11.3.2. during a meeting a quorum ceases to be present,

the meeting shall be adjourned to such time and place as the Trustees shall determine.

11.4. The Trustees must reconvene the meeting and must give at least seven days' notice of the reconvened meeting stating the date, time and place of the meeting.

11.5. If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the meeting shall be dissolved.

11.6. General meetings shall be chaired by the person who has been appointed to chair meetings of the Trustees.

11.7. If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting.

11.8. If there is only one Trustee present and willing to act, he or she shall chair the meeting.

- 11.9. If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.
- 11.10. The Member present acting by its Authorised Representative or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 11.11. The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 11.12. No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 11.13. If a meeting is adjourned by a resolution of the member for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 11.14. Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
  - 11.14.1. by the person chairing the meeting; or
  - 11.14.2. by the member present in person or by proxy and having the right to vote at the meeting.
- 11.15. The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 11.16. The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need not be recorded.
- 11.17. A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 11.18. If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 11.19. A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be the Member) and who may fix a time and place for declaring the results of the poll.
- 11.20. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 11.21. A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 11.22. A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- 11.23. The poll must be taken within thirty days after it has been demanded.
- 11.24. If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

- 11.25. If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

## 12. CONTENT OF PROXY NOTICES

- 12.1. Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
- 12.1.1. states the name and address of the Member appointing the proxy;
  - 12.1.2. identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - 12.1.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
  - 12.1.4. is delivered to the Charity in accordance with the Articles and any instruction contained in the notice of the general meeting to which they relate.
- 12.2. The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 12.3. 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.
- 12.4. Unless a proxy notice indicates otherwise, it must be treated as:
- 12.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 12.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## 13. DELIVERY OF PROXY NOTICES

- 13.1. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 13.2. An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 13.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 13.4. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## 14. WRITTEN RESOLUTIONS

- 14.1. A resolution in writing agreed by the Member who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
- 14.1.1. a copy of the proposed resolution has been sent to the Member;

- 14.1.2. the Member has signified its agreement to the resolution; and
  - 14.1.3. it has been received at the registered office within a period of 28 days beginning with the circulation date.
- 14.2. In the case of the Member, its Authorised Representative may signify its agreement.
- 15. VOTES OF MEMBERS
  - 15.1. The Member shall have one vote.
  - 15.2. Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- 16. TRUSTEES
  - 16.1. A Trustee must be a natural person aged 16 years or older.
  - 16.2. No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of Article 19.
  - 16.3. The number of Trustees shall be not less than three plus Co-opted Trustees of which all shall be Appointed Trustees.
  - 16.4. A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.
- 17. POWERS OF TRUSTEES
  - 17.1. The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Acts, Applicable Charities Legislation, the Articles or any special resolution of the Member.
  - 17.2. The Member shall appoint a Chairperson and such other honorary officers from among the number of Trustees. The Chairperson and any such other honorary officers shall serve for a term of up to three years and shall be eligible to be re-appointed once, but shall not serve for more than two terms in succession except if the Member determines that it is in the interests of the Charity to allow such person to be appointed for a further term. The Chairperson shall not be required to retire by rotation pursuant to Article 18.2 but shall retire from office as Chairperson at the meeting of Trustees immediately following the fourth anniversary of his/her appointment as Chairperson (or re-appointment as appropriate). The Chairperson may be removed from office at any time by the Member by notice in writing.
  - 17.3. No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
  - 17.4. Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.
  - 17.5. The Charity may appoint the Chairperson to be an "Appointed Director" on the Group Board and may remove any person so appointed. Such appointment and removal to be effected by notice in writing to the secretary of the Group Board. The Charity may also appoint an alternate to attend any meeting of the Group Board instead of the Chair in accordance with the Articles of Association of Bryson Charitable Group.

## 18. APPOINTMENT OF TRUSTEES

- 18.1. The Member may appoint any person to be a Trustee by notice in writing delivered to a meeting of the Trustees and every Trustee must sign a declaration of willingness to act as a Trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees. All Trustees shall be required to comply with the Charity's governance handbook or equivalent.
- 18.2. Each Trustee shall retire from office on the fourth anniversary of the date of his or her appointment (or reappointment as appropriate) as a Trustee, provided that no Trustee may serve more than eight consecutive years in office so that he or she must retire from office on the anniversary of the eighth year of the date of his or her appointment as Trustee. Upon such retirement a Trustee may not be reappointed until a period of one year has elapsed except if the Trustees determine that it is in the interests of the Charity to allow such person to stand for re-election for a further term. If a Trustee is the Chairperson of the board of the Charity at any time up to and including the eighth anniversary of his or her appointment as a Trustee, then that Trustee shall not be required to retire but may remain in office until the twelfth anniversary of his or her first appointment as a Trustee. If a retirement has the effect that a quorate meeting of the Trustees cannot be convened, then that Trustee shall not be deemed to have retired for the purposes of appointing new Trustees until such time as sufficient Trustees have been appointed. No Trustee shall be eligible for reappointment unless he or she shall have been offered the opportunity to stand for reappointment by the Member and has signed a declaration of willingness to continue to act as a Trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees following his or her reappointment.
- 18.3. For the avoidance of doubt time served by a Trustee on the Board of Bryson Charitable Group or any of its Subsidiaries shall be included when determining years in office and eligibility for re-election.
- 18.4. When any Trustee retires at a meeting of Trustees, that retirement shall not have effect until the end of the relevant meeting of Trustees.
- 18.5. Each newly appointed Trustee or re-appointed Trustee shall be so appointed or re-appointed as appropriate with effect from the end of that meeting at which they were so appointed or re-appointed as appropriate.

The Trustees may at any time co-opt up to three persons duly qualified to be appointed as additional Trustees, and a Co-opted Trustee shall be counted in the calculation of any maximum number of Trustees. A Co-opted trustee may be appointed to hold office for a period of up to one year from the date of appointment and shall attend meetings of the Trustees and shall have a right to vote at meetings of the Trustees. A Co-opted Trustee shall be eligible to be co-opted again, subject to a recommendation from the Trustees on each occasion but shall not serve for a period of more than one year consecutively.

## 19. DISQUALIFICATION AND REMOVAL OF TRUSTEES

- 19.1. A Trustee shall cease to hold office if he or she:
  - 19.1.1. ceases to be a Trustee by virtue of any provision in the Companies Acts or is prohibited by law from being a Trustee;
  - 19.1.2. is disqualified from acting as a Trustee by virtue of Applicable Charities Legislation;
  - 19.1.3. becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;

- 19.1.4. resigns as a Trustee by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);
- 19.1.5. is absent without the permission of the Trustees from four consecutive meetings and the Trustees resolve that his or her office be vacated;
- 19.1.6. if he or she is removed by resolution of the Trustees on the grounds that in their reasonable opinion the Trustees continued Trusteeship/Directorship is harmful to the Charity or inconsistent with the objects of the Charity passed by a three quarters majority of all the Trustees (but only if at least three Trustees will remain in office when the resolution is to take effect) but only after notifying the Trustee in writing and considering the matter in light of any written representations which the Trustee concerned puts forward within 14 clear days after receiving notice and after the meeting has invited the views of the Trustee concerned and considered the matter in light of any such views;
- 19.1.7. may not be a 'fit and proper person' under HMRC's test and the Trustees believe that his continued involvement as a Trustee could jeopardize the Charity's tax reliefs and exemptions with HMRC and the Trustees resolve that his or her office be vacated;
- 19.1.8. is removed by the Member by ordinary resolution, of which special notice has been given in accordance with section 168 of the Companies Act 2006 before the expiry of his or her period of office notwithstanding anything in these Articles or in any agreement between the Charity and Trustee.

- 19.2. Each Trustee waives any right he or she has for compensation for loss of office as a Trustee as a result of his or her removal as a Trustee for any reason.

## 20. REMUNERATION OF TRUSTEES

- 20.1. The Trustees must not be paid any remuneration unless it is authorised by Article 8.

## 21. PROCEEDINGS OF TRUSTEES

- 21.1. The Trustees may regulate their proceedings as they think fit, subject to the provisions of the Articles.
- 21.2. Any Trustee may call a meeting of the Trustees.
- 21.3. The Chairperson must call a meeting of the Trustees within 21 days of being requested to do so by a Member or by a Trustee.
- 21.4. Questions arising at a meeting shall be decided by a majority of votes.
- 21.5. In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.
- 21.6. A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.
- 21.7. No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants.

- 21.8. The quorum shall be three or the number nearest to one-third of the total number of Trustees, whichever is the greater, or such larger number as may be decided from time to time by the Trustees.
- 21.9. A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 21.10. If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 21.11. If no-one has been appointed to chair meetings of the Trustees or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.
- 21.12. The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by the Articles or delegated to him or her by the Trustees.
- 21.13. A resolution in writing or in electronic form agreed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held provided that:
- 21.13.1. a copy of the resolution is sent or submitted to all the Trustees eligible to vote; and
- 21.13.2. a simple majority Trustees has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office.
- 21.14. The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.
- 21.15. The Trustees shall report to the member in each year on the financial and operational performance of the Charity and shall provide to the Member:
- 21.15.1. financial statements;
- 21.15.2. a report of the Trustees on Charity's activities since the previous report;
- 21.15.3. such other information as required by the Member.

## 22. DELEGATION

- 22.1. The Trustees may delegate any of their functions to committees consisting of two or more individuals appointed by them. At least two members of every committee must be Trustees and the terms of any delegation must be recorded.
- 22.2. The Trustees may impose conditions when delegating, including the conditions that:
- 22.2.1. the relevant powers are to be exercised exclusively by the committee to whom they delegate; and

- 22.2.2. no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.
- 22.3. The Trustees may revoke or alter a delegation.
- 22.4. All acts and proceedings of any committees must be fully and promptly reported to the Trustees.
- 23. DECLARATION OF TRUSTEES' INTERESTS
  - 23.1. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest) unless expressly invited to remain in order to provide information.
- 24. CONFLICTS OF INTERESTS
  - 24.1. Subject to Article 24.2, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
    - 24.1.1. declare the nature and extent of his or her interest before discussion begins on the matter;
    - 24.1.2. withdraw from the meeting for that item after providing any information requested by the Trustees;
    - 24.1.3. not be counted in the quorum for that part of the meeting; and
    - 24.1.4. be absent during the vote and have no vote on the matter.
  - 24.2. When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustees and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
    - 24.2.1. continue to participate in discussions leading to the making of a decision and/or to vote; or
    - 24.2.2. disclose to a third party information confidential to the Charity; or
    - 24.2.3. take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a person connected to a Trustee of any payment or Material Benefit from the Charity;
    - 24.2.4. refrain from taking any step required to remove the conflict.
  - 24.3. This provision may be amended by special resolution but, where the result would be to permit any Material Benefit to a Trustee or person connected to a Trustee only with the prior written consent of the Commission where it is empowered to do so.
  - 24.4. Subject to Article 24.5, if a question arises at a meeting of Trustees or of a committee of Trustees as to the right of a Trustee to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the



conclusion of the meeting, be referred to the person chairing the meeting whose ruling in relation to any Trustee other than the person chairing the meeting is to be final and conclusive.

- 24.5. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the person chairing the meeting, the question is to be decided by a decision of the Trustees at that meeting, for which purpose the person chairing the meeting is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## 25. VALIDITY OF TRUSTEES' DECISIONS

- 25.1. Subject to Article 25.2, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

- 25.1.1. who was disqualified from holding office;
- 25.1.2. who had previously retired or who had been obliged by the constitution to vacate office;
- 25.1.3. who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if without:

- 25.1.4. the vote of that Trustee; and
- 25.1.5. that Trustee being counted in the quorum;

the decision has been made by a majority of the Trustees at a quorate meeting.

- 25.2. Article 25.1 does not permit a Trustee or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for Article 25.1, the resolution would have been void, or if the Trustee has not complied with Article 23 or Article 24.

## 26. SEAL

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

## 27. MINUTES

- 27.1. The Trustees must keep minutes of all:

- 27.1.1. appointments of officers made by the Trustees;
- 27.1.2. proceedings at meetings of the Charity; and
- 27.1.3. meetings of the Trustees and committees of Trustees including:
  - 27.1.3.1. the names of the Trustees and others present at the meeting;
  - 27.1.3.2. the decisions made at the meetings; and
  - 27.1.3.3. where appropriate the reasons for the decisions.

28. ACCOUNTS

- 28.1. The Trustees must prepare for each financial year accounts as required by the Companies Acts and Applicable Charities Legislation. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- 28.2. The Trustees must keep accounting records as required by the Companies Act and Applicable Charities Legislation.
- 28.3. The Member shall be entitled to inspect any of the Charity's accounting or other records or documents at any time.

29. ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES

- 29.1. The Trustees must comply with the requirements of the Applicable Charities Legislation with regards to the:
  - 29.1.1. transmission of the statements of account to the Charity;
  - 29.1.2. preparation of an Annual Report and its transmission to the Commission; and
  - 29.1.3. preparation of an Annual Return and its transmission to the Commission.
- 29.2. The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

30. MEANS OF COMMUNICATION TO BE USED

- 30.1. Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Acts provides for documents or information which are authorised or required by any provision of the Companies Acts to be sent or supplied by or to the Charity.
- 30.2. Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 30.3. Any notice to be given to or by any person pursuant to the Articles:
  - 30.3.1. must be in writing; or
  - 30.3.2. must be given in electronic form.
- 30.4. The Charity may give any notice to a member either:
  - 30.4.1. personally; or
  - 30.4.2. by sending it by post in a prepaid envelope addressed to the member at his or her address; or
  - 30.4.3. by leaving it at the address of the member; or

- 30.4.4. by giving it in electronic form to the member's address.
- 30.5. A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom or the Republic of Ireland shall not be entitled to receive any notice from the Charity.
- 30.6. A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 30.7. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 30.8. Proof that an electronic form of notice was given shall be conclusive where the Charity can demonstrate that it was properly addressed and sent, in accordance with s.1147 of the Companies Act 2006.
- 30.9. In accordance with s.1147 of the Companies Act 2006 notice shall be deemed to be given:
- 30.9.1. 48 hours after the envelope containing it was posted; or
- 30.9.2. in the case of an electronic form of communication, 48 hours after it was sent.

## 31. RULES

- 31.1. Subject to the Reserve Powers, the Trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity.
- 31.2. The bye laws may regulate the following matters but are not restricted to them:
- 31.2.1. the Charity's employees and volunteers;
- 31.2.2. the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
- 31.2.3. the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Companies Acts or by the Articles;
- 31.2.4. generally, all such matters are as commonly the subject matter of company rules.
- 31.3. The Charity in general meeting has the power to alter, add to or repeal the rules or bye laws.
- 31.4. The Trustees must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Charity.
- 31.5. The rules or bye laws shall be binding on the Member of the Charity. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

## 32. INDEMNITY

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

32.2. In this Article a "relevant Trustee" means any Trustee or former Trustee of the Charity.

### 33. DISSOLUTION

33.1. If the Charity is dissolved, the assets (if any) remaining after providing for all the liabilities must be applied in one or more of the following ways:

33.1.1. by transfer to the Member provided that it is a charity, Bryson Charitable Group to apply the assets for exclusively charitable purposes within, the same as or similar to the objects;

33.1.2. if Bryson Charitable Group or any successor body to which it has transferred its assets ceases to exist, then directly for the Objects or for charitable purposes which are within or similar to the Objects;

33.1.3. or in such other matter consistent with its charitable status as the Commission approves in writing in advance;

33.1.4. a final report and statement of account must be sent to the Commission;

33.1.5. this provision may be amended by Special Resolution but only with the prior written consent of the Commission where it is empowered to do so.