

British Association for Sexual and Relationship Therapy
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Memorandum and Articles

Memorandum of Association British Association for Sexual and Relationship Therapy

The Companies Acts 1985 and 2006

Company Limited by Guarantee and not having a Share Capital

Registered Company No 04998207

Incorporation on 17th December 2003
and as amended by special resolutions passed on
6th March 2006 and 7th June 2008

Contents

Name	2
Registered Office	2
Objects	2
Powers	2
Income and Property to be Applied to Objects	2
Good and Services Provided by a Trustee	3
Personal Interest of a Trustee	4
Limited Liability	4
Contribution on Winding Up	4
Dissolution	4
Accounts	5
Amendments to the Memorandum	5
Appendix to the Memorandum (Powers)	6

British Association for Sexual and Relationship Therapy
("the Company")

Memorandum of Association

The Companies Act 1985 and 2006
Company Limited by Guarantee and not having a share Capital

	Name	
Name	1	The name of the Company is the British Association for Sexual and Relationship Therapy.
	Registered Office	
Registered Office	2	The registered office of the Company shall be in England and Wales.
	Objects	
Objects	3	<p>The objects ("the Objects") for which the Company is established are to advance education in sexual, couple and relationship therapy for the benefit of the public, in particular but not exclusively by:</p> <ul style="list-style-type: none">3.1.1 the provision of, and assisting in the provision of training for those engaged in sexual, couple and relationship therapy;3.1.2 formulating and monitoring standards of professional conduct and competence for those engaged in sexual, couple and relationship therapy; and3.1.3 promoting research in the fields of marriage and other intimate relationships; sexual, couple and relationship therapy and human sexuality.
	Powers	
Powers	4	For the purpose of attaining the Objects but not further or otherwise the Company shall have the powers set out in the APPENDIX to this Memorandum which are hereby incorporated and form part of this Memorandum.
	Income and Property to be Applied to Objects	
Income and Property to be Applied to Objects	5	The income and property of the Company obtained from any source shall be applied solely towards the promotion of the Objects as described in this Memorandum of Association and no part of it shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise by way of profit, to Members of the Company and no Trustee 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 except as authorised by this Memorandum PROVIDED THAT nothing in this document shall prevent payment in good faith by the Company:

Payment of Employees etc

5.1.1 of reasonable and proper remuneration for any services rendered to the Company by any Member, officer or servant of the Company who is not a Trustee; and/or

Interest on Loans by Members

5.1.2 of interest on money lent by any Member of the Company or Trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees; and/or

Fees etc to a Company in which a Trustee has an Interest

5.1.3 of fees and remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company and such member shall not be bound to account for any share of profits he/she may receive in respect of any such payment; and/or

Reasonable rent

5.1.4 of reasonable and proper rent for premises demised, licensed or let by any Member of the Company or Trustee; and/or

Reasonable Expenses

5.1.5 to any Trustee of reasonable out-of-pocket expenses incurred in connection of his/her performance as Trustee; and/or

Indemnity Insurance

5.1.6 of any premium in respect of indemnity insurance as referred to in Clause **43** and **44** of the Appendix to this Memorandum; and/or

Other payments

5.1.7 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).

Goods and Services Provided by a Trustee

Goods and Services Provided by a Trustee

6 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit, but only if:

6.1.1 the goods and/or services are actually required by the Company; and

6.1.2 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 procedures in clause 7 below; and

- 6.1.3 no more than half of the Trustees are parties to such a contract in any financial year.

Personal Interest of a Trustee

Personal Interest of a Trustee

7 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a Committee, the Trustee concerned must:

7.1.1 declare an interest at or before discussion begins on the matter;

7.1.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;

7.1.3 not be counted in the quorum for that part of the meeting; and

7.1.4 withdraw during the vote and have no vote on the matter.

Limited Liability

Limited Liability

8 The liability of the Members is limited.

Contribution on Winding-Up

Contribution on Winding-Up

9 Every Member undertakes to contribute:-

9.1.1 to the assets of the Company, in the event of its being wound up while he/she is a Member, or within one year after he/she ceases to be a Member;

9.1.2 to payment of debts and liabilities of the Company contracted before he/she ceased to be a Member, and of the costs, charges and expenses of winding-up; and

9.1.3 to the adjustment of the rights of the contributories among themselves;

such amount as may be required not exceeding one pound (£1).

Dissolution

Dissolution

10 If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not

be paid to or distributed among the Members of the Company, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income or property to an extent at least as great as is imposed on the Company by Clause 5 above, chosen by the Members of the Company at or before the dissolution and if that cannot be done then to some other charitable object.

Accounts

Accounts

11 Proper accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods or services by the Company and of the property, assets and liabilities of the Company; and, such accounts shall be open at all reasonable times to the inspection of the Members.

Once at least in every year the accounts of the Company shall be examined and the truth and fairness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.

Amendments to the Memorandum

Amendments to the Memorandum

12 No addition alteration or amendment to which s 64 of the Charities Act 1993 applies shall be made to or in the provisions of the Memorandum of Association for the time being in force unless the same shall first have been submitted to and approved by the Charity Commission for England and Wales and no addition alteration or amendment shall be made to or in the provisions of such Memorandum which would cause the Company to cease to be a charity at law.

13 Words and expressions defined in the Articles have the same meanings in this Memorandum.

14 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

Appendix to the Memorandum (Powers)

- 1 To act as a central body for the purpose of consultation in matters of educational or public interest concerning sexual or relationship therapy.
- 2 To promote, approve and monitor standards in education, training and experience in the principles, practice and skills of sexual and relationship therapy.
- 3 To keep and publish a register of Members which may include their qualifications, appointments and experience.
- 4 To set up and administer such systems for the accreditation and/or registration of counsellors, psychotherapists, supervisors, trainers and other persons, organisations or activities related to sexual and relationship therapy as may be deemed appropriate.
- 5 To cause to be written and printed or otherwise reproduced and circulated, (including fax, email, website or other electronic means) gratuitously or otherwise, periodicals, magazines, books, research studies, leaflets or other documents or films or recorded tapes.
- 6 To promote and facilitate the dissemination and exchange of information by whatsoever means (including fax, e-mail, website or other electronic means) on matters of professional interest among Members and others by holding conferences, meetings and seminars.
- 7 To encourage the study of sexual and relationship therapy by instituting, establishing and promoting educational and training courses, scholarships, grants, awards and prizes or by other such means as may be thought appropriate.
- 8 To establish such services to the public and to Members as may promote and further the interest and efficiency of Members and others for the public good and the sexual and relationship therapy profession generally.
- 9 To foster and undertake research into any aspect of the Objects of the Company and its work and to disseminate the results of any such research.
- 10 To co-operate with other charitable trusts, associations, institutions or authorities operating in furtherance of the Objects of similar charitable purposes and to exchange information and advice with them.
- 11 To provide property or premises and other facilities for the Members and employees of the Company, including facilities for conferences,

		seminars, lectures, study, research and recreation.
	12	To acquire, establish and hold any copyright, patent, translation, publication, right of publication or other intellectual property right which may appear useful to the Company and to further one or more Objects of the Company.
	13	To organise, finance and maintain alone or in conjunction with one or more professional counselling and/or psychotherapy bodies or other cognate professional bodies, schemes for the regulation and discipline of the Company's Members in matters of professional and business conduct.
	14	To draw, make, accept, endorse, discount, execute and issue promissory notes, bills and cheques and other instruments, and to operate bank accounts in the name of the Company.
	15	To set aside funds for special purposes or as reserves against future expenditure.
	16	To employ a Chief Executive (by whatever title known) to carry on the day-to-day work of the Company from time to time and to manage the Company's property or any part thereof subject always to the control and supervision of the Board of Trustees.
	17	To enter into contracts to provide services to or on behalf of other bodies.
	18	To establish subsidiary companies to assist or act as agents for the Company.
	19	To establish local branches whether autonomous or not.
Acquisition	20	Subject to such consents as shall be required by law, the power to purchase, take on lease, or in exchange, hire or otherwise acquire any property (whether real or personal and whether in the United Kingdom or elsewhere) and any rights or liabilities or privileges the acquisition of which the Company may think necessary or convenient for any of the purposes of the Company.
Pursuing the Company's Objects	21	The power to carry on the Company in pursuance of the Objects under the name of British Association for Sexual and Relationship Therapy or such other name as the Board of Trustees may decide from time to time.
Additions and Alterations to Buildings	22	The power to construct, maintain, add to, improve furnish, equip and alter any building or erection necessary for the work of the Company.
Disposal of Assets	23	The power (subject to the Charities Act 1993 and in particular to Part V) to sell, lease, mortgage, turn to account, manage and improve all or any of the property or assets of the Company subject to such terms and conditions as may be thought expedient and to exercise

		any rights privileges or advantages, easements or other benefits attached to such property or assets and to undertake, maintain, execute and do all such lawful acts, matters and things as the Company may be obliged or required or ought to do as the owner of such property or assets.
Trading Company	24	The power, in exchange for full value consideration and subject to Part V of the Charities Act 1993, to grant licences or make any disposition of the property or assets of the Company to a trading company formed and operated for a purpose (inter alia) of benefiting the Company provided that it shall be a condition of any such licence or disposition that the trading company shall by some tax effective means (currently by Gift Aid) transfer its profits of a capital and income nature in favour of the Company and that no licence or disposition shall be of such a nature or scope as to make improper or excessive use of the property or other assets of the Company for non-charitable purposes.
Procurement of Funds	25	The power to procure, obtain, collect and receive money and funds by way of fees, contributions, donations, subscriptions, legacies, grants, licence fees, appeals for funds or any other lawful method, and to accept and receive any gifts or property of any description, whether subject to any special trust or not provided always that any moneys so received by the Company shall be used or applied by the Company for or towards its charitable objects.
Acting as Trustee	26	The power to act as trustee and to undertake and execute any charitable trust which may lawfully be undertaken by the Company and may be necessary for the attainment of its objects, and to perform any services in furtherance of the objects of the Company, gratuitously or otherwise.
Gifts, Legacies, etc	27	The power to accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any kind of money or property of any kind including contributions subject to special trusts or conditions provided that in relation to any contributions subject to any special trusts or conditions the Company shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts.
Charitable Trusts	28	The power to establish charitable trusts for any charitable purpose or purposes in any way connected with the objects of the Company, to act as trustees of any charitable trust whether established by the Company or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Company and may be conducive to its objects.
Publicity	29	The power to adopt such means of publicising the Company and its objects and activities as may seem expedient, and in particular by

		advertising in any media, and by granting prizes, awards and donations.
Employment	30	<p>The power:</p> <p>30.1.1 to employ staff (by whatever title known) upon such terms as the Board of Trustees shall think fit, to carry on the day-to-day work of the Company from time to time and to manage the Company's property or any part thereof subject always to the control and supervision of the Board of Trustees; and</p> <p>30.1.2 to decide and to fix salaries (subject always to Clause 5 of this Memorandum) as the Board of Trustees may deem proper and to enter into any service agreements which they shall consider necessary or desirable; and</p> <p>30.1.3 to terminate any such employment upon such terms as the Board of Trustees may decide.</p>
Methods of Raising Income	31	The power to take such steps by personal or written appeals, public meetings, film shows, sales of booklets and advertising matter, or otherwise, as may from time to time be deemed expedient for procuring contributions or donations or income to enable the Company to carry out any of its objects which may require such assistance.
Borrowing	32	Subject to such consents as may be required by law, the power to borrow and raise money and to secure by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future) and entering into any derivative arrangement relating to such borrowing, the discharge by the Company or any other person of any obligation or liability, or raise money for the purposes of the Company on such terms and in such manner as the Board of Trustees may think fit.
Advancing Money and Credit	33	The power to lend and advance money or give credit on any terms and with or without security to any person, firm or company, including a trading company formed and operated in accordance with clause 24 of this Appendix, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company.
Subscriptions and Guarantees	34	The power to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects.
Donation	35	The power to make any charitable donation either in cash or assets

		for the furtherance of the objects of the Company.
Investment	36	The power to invest the moneys of the Company not immediately required for its purposes in or upon such investments securities or property as may be thought fit, subject to such conditions (if any) and such consents (if any) as may be imposed or required by law.
Investment Managers	37	<p>The power to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers (“the Managers”) the exercise of all or any of its powers of investment provided that:</p> <p>37.1.1 the Managers shall be authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000 as amended from time to time or any legislation enacted in substitution thereof;</p> <p>37.1.2 the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the Company within fourteen (14) days and to report regularly on the performance of investments managed by them unless different arrangements and periods for the reporting of transactions and performance are agreed between the Company and the Managers from time to time;</p> <p>37.1.3 the Company shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding twelve (12) months; any failure by the Company to undertake such reviews within the period of twelve (12) months shall not invalidate the delegation;</p> <p>37.1.4 the Company shall be responsible for and liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but the Trustees shall not be liable for the acts and defaults of the Managers;</p> <p>37.1.5 the Company is entitled to cancel the delegation arrangements at any time; and</p> <p>37.1.6 the Managers shall be appointed on terms that they do not in respect of the assets of the Company do anything outside the powers of the Company.</p>
Nominees	38	The power to arrange for investments or other property of the

		Company to be held in the name of a nominee (being a corporate body) under the control of the Board of Trustees or a person authorised to carry on business as an investment manager or custodian under the provisions of the Financial Services and Markets Act 2000 as amended from time to time or any legislation enacted in substitution thereof acting under their instructions and to pay any reasonable fee required.
Alliances	39	The power to establish, support, subsidise, promote, co-operate or federate with, affiliate or become affiliated to, act as trustees or agents for, or manage or lend money or other assistance to any other educational association, society or other body, corporate or unincorporated, established for charitable purposes only.
Amalgamation	40	The power to amalgamate, federate, affiliate, co-operate or combine wholly or in part with or to any charitable institutions, societies or companies formed for objects similar to those of the Company, such institutions, societies or companies being prohibited from distributing profits and assets among their members to at least the extent imposed by this Memorandum upon the Company.
Transfer of Assets	41	The power to transfer or make over with or without valuable consideration any part of the property or assets of the Company not required for the purposes for which it is formed to any body having charitable purposes or a charitable purpose as its objects or object, provided that such body is by its constitution prohibited from distributing its profits or assets among its members to at least the extent imposed by this Memorandum upon the Company and subject in all respects to the provisions of the Charities Act 1993 and any amendment or re-enactment thereof.
Pensions and Superannuation	42	The power to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows or widowers and other dependants.
Indemnity Insurance for Employees	43	The power to insure at the expense of the Company and arrange insurance cover for and to indemnify its officers, staff, voluntary workers and members from and against all such risks incurred in the course of their duties as may be thought fit and in relation to the Board of Trustees (or any of them) so far as is permitted by Clause 44 of this Appendix.
Trustees' Indemnity Insurance	44	Subject to Clauses 44.1.3 and 44.1.4, the power to provide indemnity insurance to cover the liability of the Board of Trustees or any officer of the Company (or any of them) in relation to the following liabilities: <ul style="list-style-type: none"> 44.1.1 any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the

Company;

44.1.2 the liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).

PROVIDED THAT :

44.1.3 Any such insurance in the case of clause 44.1.1 above shall not extend to:

(i) any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Company, or which the Trustees did not care whether it was in the best interests of the Company or not;

(ii) 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 Trustees; or

(iii) any liability to pay a fine.

44.1.4 There is excluded from clause 44.1.2 any liability to make such a contribution where the basis for the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

Insurance of Company Property	45	The power to insure the Company and the Company's property against such risks as the Board of Trustees shall consider it prudent or necessary to insure against.
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Rules to be made by the Board of Trustees	46	The power to make bye-laws, rules and regulations with regard to the affairs or the management of the Company.
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Formation Costs	47	The power to pay out of the funds of the Company all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company.
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Additional Powers	48	The power to do all such other lawful things as are necessary for the attainment of the above objects or any of them PROVIDED THAT:
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48.1.1 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.

48.1.2 in case the Company shall take or hold any property which may be subject to any trust, the Company shall only deal with the same in such manner as allowed by law having regard to such trusts; and

48.1.3 in case the Company shall hold any property subject to the jurisdiction of the Charity Commission for England and Wales, the Company shall not sell, mortgage, charge, or lease such property without such authority, approval or consent as may be required by law.

Articles of Association
British Association for Sexual and Relationship Therapy

The Companies Act 1985 and 2006

Company Limited by Guarantee and not having a Share Capital

Registered Company No 04998207

Incorporated on 17th December 2003
and as amended by special resolutions passed on
6th March 2006 and 12th June 2008

Contents

Interpretation	15
Objects	16
Members	16
General Meetings	18
Notice of General Meetings	19
Proceedings at General Meetings	20
Organisations acting by representatives	20
Votes of members at General meetings	21
Chair of General Meeting	21
Adjournment of a General Meeting	22
Proxies	22
Written resolutions of Members	23
Appointment of Trustees	25
Qualifications and disqualification of Trustees	26
Powers of Trustees	27
Rules	28
Delegation of Trustees' powers	29
Term of office, resignation and removal of Trustees	30
Trustees' expenses	33
Trustees' appointments and interests	33
Proceedings of Trustees	33
Chair and Vice-Chairs	38
Secretary	39
Honorary Treasurer and Honorary Officers	39
Minutes	39
Deeds	40
Accounts and records	40
Annual report and annual return	42
Circulation of notices, resolutions and documents	42
Indemnity and insurance	45
Dissolution	45

British Association for Sexual and Relationship Therapy
Articles of Association

The Companies Acts 1985 and 2006
Company Limited by Guarantee and not having a Share Capital

**Definitions and
interpretation**

Interpretation

1 In these Articles, unless the context otherwise requires:

Articles: means the articles of association of the Company.

Board of Trustees: means the directors of the Company, being the charity trustees of the Company (and **Trustee** means any one of them).

Charities Acts: mean the Charities Act 1993 and the Charities Act 2006.

Circulation date: means the circulation date of a written resolution being the date at which copies of it are sent or submitted to the Members or to at least one Member.

Clear days: in relation to any period of 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.

Companies Acts: means the Companies Act 1985 and the Companies Act 2006.

Electronic form: means a document supplied by electronic means (such as by email or by fax) or by any other means which is in electronic form (such as a disk sent by post).

Hard copy: means a document supplied in paper copy or similar form capable of being read.

Member: means a member of the Company

Memorandum: means the memorandum of association of the Company.

Month: means calendar month.

Office: means the registered office of the Company.

Principal Activity: means the advancement of education in sexual, couple and relationship therapy in furtherance of the objects of the Company and any other activities carried on from time to time by the Company.

Rules: means rules, whether referred to as rules, regulations, a

scheme or bye laws, as referred to in Articles 48 to 51.

Secretary: means the secretary of the Company or, from such time as the relevant provisions in the Companies Act 2006 come into force, if no secretary has been appointed the person appointed to carry out the duties of the secretary of the company.

United Kingdom: means the United Kingdom of Great Britain and Northern Ireland.

The following rules of interpretation shall also apply:

Modification or re-enactment: reference to any provisions of the Companies Acts or the Charities Acts or any other statute shall be a reference to such provisions as modified or re-enacted by any statute or regulations for the time being in force.

Meanings where there is no inconsistency: except as provided above, words or expressions defined in the Companies Acts or the Charities Acts (subject to any statutory modification or re-enactment) in force at the date on which these Articles become binding on the Company shall bear the same meanings in these Articles unless inconsistent with the subject or context.

Words in the masculine include the feminine gender and vice versa. Words in the singular include the plural and vice versa.

Headings, sub-headings, underlinings and format lines are for ease of reading and unless they form part of a phrase or sentence, do not form part of these Articles.

Objects

Purposes and powers	2	The Company is established for the purposes and has the powers set out in the Memorandum.
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Members

Becoming a Member	3	As to persons becoming Members (subject to their ceasing to be Members in accordance with Article 7):
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3.1.1 the subscribers to the Memorandum shall be Members;

3.1.2 such other persons or organisations who:

(i) are interested in promoting the Objects of the Company;

(ii) have delivered to the Company their consent in hard copy or electronic form to become a Member in such form as

		the Board of Trustees may require; and
		(iii) are approved by the Board of Trustees;
		shall be admitted as a Member in accordance with the Articles;
	3.1.3	the Board of Trustees may, in their absolute discretion, decline an application for membership and any such decision shall be final and no reason shall be required to be appended to the decision; and
	3.1.4	the names of all Members shall be entered in the Register of Members.
Number of Members	4	The number of Members shall be unlimited but shall not be less than 20.
Classes of Membership	5	The Board of Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.
Duties of Members	6	Every Member shall be bound to further, to the best of their ability, the Objects and shall observe the provisions of these Articles and any Rules made pursuant to Articles 48 to 51
Ceasing to be a Member	7	As to a person ceasing to be a Member: <ul style="list-style-type: none"> 7.1.1 a person shall cease to be a Member (unless where possible the Board of Trustees determines otherwise): <ul style="list-style-type: none"> (i) if the Board of Trustees determines that the application on which the Member was admitted contained or referred to information which was false or misleading provided that due notice is given to the said Member and he/she has the opportunity to make representations to the Board of Trustees before they make such a decision; (ii) if the Board of Trustees determines that the Member should be excluded from the Membership having convened a meeting for that purpose of which due notice was given to the Member and having proper regard to any representations made by the said Member; (iii) if the Member gives notice in hard or

electronic copy of resignation to the Company;

(iv) if the Member becomes incapable of managing his/her affairs; or

(v) if the Member dies or (in the case of an organisation) ceases to exist.

7.1.2 any Member who ceases to be such shall have his/her name removed from the Register of Members;

7.1.3 any Member who ceases to be such shall remain subject to any liability imposed on him/her by the Memorandum and by these Articles or under any Rules made under these Articles; and

7.1.4 Membership shall not be transferable.

General Meetings

Kinds of General Meetings

8 All general meetings other than Annual General Meetings shall be called Extraordinary **General Meetings**.

Business of the AGM

9 The business of the Annual General Meeting shall include:

9.1.1 consideration of the accounts and any documents annexed to them;

9.1.2 the election of Trustees and confirmation of new appointments;

9.1.3 consideration of the reports of the Board of Trustees and of the auditors; and

9.1.4 the appointment of auditors and the fixing of their remuneration.

Resolutions on such matters (where required) shall be by a simple majority of those attending and entitled to vote.

EGM

10 An Extraordinary General Meeting:

10.1.1 may be convened whenever the Board of Trustees sees fit; or

10.1.2 shall be convened by the Board of Trustees if Members holding not less than one-tenth of the total voting rights of all Members make a requisition in hard copy or in electronic form pursuant to the provisions of the Companies Acts which must be left at or sent to the Office, stating the object of the proposed meeting;

or

10.1.3 may be convened by the requisitioners if the Board of Trustees has not within 21 days from receipt of a requisition given notice to convene the meeting.

Notice of General Meetings

Notice of General Meetings

11 As to notice of General Meetings:

11.1.1 all General Meetings shall be called by at least 14 clear days' notice but may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at a meeting of the Members being a majority together holding not less than 90 per cent of the total voting rights;

11.1.2 the notice shall specify the time, the date 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;

11.1.3 the notice shall be given to all the Members, any Trustee who is not a Member and to the auditors;

11.1.4 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;

11.1.5 a Member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

Providing notices and documents to Members

12 Notice of meetings or documents shall be sent or supplied to Members by or through a combination of:

12.1.1 hard copy (see Article 95);

12.1.2 in electronic form (see Article 96); or

12.1.3 by means of a website (see Article 97).

Further provisions on notices

13 See Articles 92 to 100 below for further provisions relation to sending notices and documents.

Proceedings at General Meetings

Quorum for General Meetings

- 14 The quorum requirements for General Meetings are:
- 14.1.1 20 Members (which includes any proxies) shall constitute a quorum for a General Meeting;
 - 14.1.2 a Member shall not be counted in the quorum on any matter on which he/she is not entitled to vote;
 - 14.1.3 no business shall be transacted at any meeting unless a quorum is present; and
 - 14.1.4 if a quorum is not present within 30 minutes from the time appointed for a meeting to start:
 - (i) a meeting convened on the requisition of the Members shall be dissolved; or
 - (ii) any other meeting shall be adjourned to such other time date and place not less than seven days and not more than 28 days thence as the chair shall appoint; or
 - (iii) if the adjourned meeting is inquorate 30 minutes after the time appointed for it to start, the Members present shall constitute a quorum.

Majority to pass a resolution

- 15 Resolutions, other than special resolutions, put to the vote at a meeting shall be decided on a simple majority and special resolutions shall be decided on a majority of at least 75 per cent of those entitled to vote. Where there is an equal division of votes, the chair of the meeting shall have a second or casting vote.

Conclusive evidence of proceedings

- 16 Unless a poll is demanded in accordance with article 18, a declaration by the chair 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 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.

Organisations acting by representatives

- 17 Any organisation which is a Member of the Company may by resolution of its governing body or board authorise such person as it thinks fit to act and exercise the same rights, privileges and powers on behalf of the organisation which he/she represents as the organisation could exercise as an individual Member of the

Company.

Votes of Members at General Meetings

Votes of Members 18 Every voting Member shall have the number of votes laid down by the rules made under Article 48. A resolution put to the vote at 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 Companies Acts, a poll may be demanded by the chair or by at least ten Members present in person and entitled to vote.

Poll votes 19 If a poll be demanded, it shall be taken at such a time and place and in such a manner as the chair of the meeting shall direct. Every voting Member present in person or by proxy shall be entitled to vote. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.

20 A poll demanded on the election of a chair or on the question of an adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chair directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll is demanded.

Members to be in good standing 21 A Member shall not be entitled to vote at any general meeting unless all monies properly due to the Company at the time of the meeting have been paid to the Company

Objection to voting 22 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.

Chair of a General Meeting

Chair of a General Meeting 23 The chair of a General Meeting shall be:

- 23.1.1 the Chair of the Board of Trustees; or
- 23.1.2 if he/she is not present within 15 minutes after the time appointed for the meeting to start or is unwilling to preside or has an interest in a matter to be decided, a Vice-Chair of the Board of Trustees; or
- 23.1.3 if he/she too is not present within 15 minutes after the time appointed for it to start or is unwilling to preside or has an interest in a matter to be decided, a Member

chosen by the Members present to chair the meeting

Adjournment of a General Meeting

Adjournment of a General Meeting

- 24 The procedures for adjournment of a General Meeting are:
- 24.1.1 the chair of a meeting may, with the consent of the meeting, or when so directed by a quorate meeting, adjourn the meeting to such other time and place within the next 14 days as the chair thinks fit;
 - 24.1.2 no business shall be transacted at an adjourned meeting except business which could have been transacted if that meeting had taken place; and
 - 24.1.3 if a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given specifying the time and place of the adjourned meeting. Otherwise it shall not be necessary to give any such notice.

Proxies

Proxies

- 25 A Member may appoint another person as his/her proxy to exercise all or any of his/her rights and to speak and vote at General Meetings of the Company.

Content of proxy notices

- 26 As to the content of proxy notices:
- 26.1.1 proxies may only validly be appointed by a notice in hard copy or electronic form (a **proxy notice**) which:
 - (i) states the name and address of the Member appointing the proxy;
 - (ii) identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed;
 - (iii) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - (iv) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the General Meeting to which they relate;
 - 26.1.2 the Board of Trustees may require proxy notices to be delivered in a particular form, and may specify

different forms for different purposes;

26.1.3 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;

26.1.4 unless a proxy notice indicates otherwise, it must be treated as:

(i) 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

(ii) 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.

Delivery of proxy notices

27 As to the delivery of proxy notices:

27.1.1 a person who is entitled to attend, speak or vote 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;

27.1.2 an appointment under a proxy notice may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given or will be deemed to be revoked where the Member giving the proxy notice attends the meeting in respect of which the proxy notice has been given;

27.1.3 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;

27.1.4 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.

Written resolutions of Members

Written resolutions of Members

28 The Company may pass a resolution in writing provided the requisite number of eligible Members have consented to the resolution. Such a resolution will be effective as if it was passed at a General Meeting duly convened and held where the Members would have been entitled to vote upon it.

Meaning of eligible member	29	For the purposes of these Articles, an eligible Member is one who would be entitled to attend and vote on the resolution on the circulation date at a meeting. Any objection as to the eligibility of a Member to vote on a written resolution shall, as soon as reasonably practicable, be referred to the Chair whose decision shall be final and conclusive.
Ordinary and special resolutions	30	<p>A written resolution is passed once the requisite number of eligible Members have signified their agreement to it. The requisite number is:</p> <p style="margin-left: 40px;">30.1.1 in the case of an ordinary resolution, a simple majority of the total voting rights of eligible Members; and</p> <p style="margin-left: 40px;">30.1.2 in the case of a special resolution, a majority of not less than 75 per cent of the total voting rights of eligible Members.</p>
Votes	31	An eligible Member may only signify his/her agreement to a resolution (or not as the case may be) on one occasion.
Special resolutions	32	Where the Company proposes to pass a special resolution by means of a written resolution, it must state in the written resolution that it is to be passed by means of a special resolution.
Circulation and forms of written resolution	33	<p>As to the circulation of written resolutions:</p> <p style="margin-left: 40px;">33.1.1 the Company must send a copy of the resolution to every eligible Member in hard copy form, in electronic form or by means of a website in accordance with Articles 95 to 97. The resolution may consist of several documents in like form, each authenticated on behalf of the Company;</p> <p style="margin-left: 40px;">33.1.2 a copy of the written resolution must be provided with a statement informing the eligible Member;</p> <p style="margin-left: 80px;">(i) how to consent to the resolution; and</p> <p style="margin-left: 80px;">(ii) the date by which the resolution must be passed so that it does not lapse (in accordance with Article 34).</p>
Agreement to written resolution	34	A proposed written resolution will lapse if it is not passed before the deadline set out in the statement accompanying the written resolution and in the absence of such statement shall lapse 56 days after the circulation date.
	35	Any agreement by a Member to a written resolution is invalid if given after that date.
	36	A Member has agreed to a written resolution where the Secretary

receives from him/her in hard copy or electronic form (or from someone acting on his/her behalf) an authenticated document that:

36.1.1 identifies the resolution to which it relates; and

36.1.2 indicates the Member's agreement to the resolution.

37 Once the Member's agreement to the resolution has been obtained, it cannot be revoked.

Appointment of Trustees

The number of Trustees

38 The number of Trustees shall be not less than seven and not more than eleven competent individuals at least 51 per cent of whom must be Members of the Company.

The Company may by special resolution passed in General Meeting increase or reduce the number of Trustees and determine in what rotation such numbers shall go out of office.

Casual vacancies

39 The Board of Trustees may appoint any such person as they in their discretion consider suitable to be a Trustee to fill a casual vacancy or as an additional Trustee up to the maximum number of Trustees permitted under these Articles at any one time. Any Trustee appointed to fill a casual vacancy shall hold office only until the next Annual General Meeting and shall then be eligible for re-election.

Pre-condition to taking office as a Trustee

40 Every person wishing to become a Trustee may be required to sign a declaration of acceptance and of willingness to act as a Trustee, in the form prescribed by the Board of Trustees from time to time, and shall if requested make disclosures for the purposes of a check by the Criminal Records Bureau.

Any such declaration shall include:-

40.1.1 confirmation that the proposed Trustee is not disqualified from becoming a Trustee by reason of any provision in these Articles, but the Board of Trustees shall not unless required by law be required to carry out any independent investigation on such matter and shall be entitled to rely upon such confirmation; and

40.1.2 a promise on the part of each Trustee to preserve the confidences of the Company and of all the persons connected with it and only to breach any confidence when it is necessary for legal reasons to do so, and then only to the extent and by the means necessary to comply with the law.

The rights of a Trustee

41 Each new Trustee shall become entitled to the rights of being a Trustee, including, but not limited to, the right to such information and advice with regard to the activities of the Company as Trustees may

lawfully and reasonably be able to supply or procure.

Qualifications and disqualification of Trustees

Qualification to be a Trustee

- 42 No person shall take office as a Trustee:
- 42.1.1 unless he/she is a natural person, and not a body corporate;
 - 42.1.2 unless he/she is aged 18 or over;
 - 42.1.3 if he/she is employed by the Company;
 - 42.1.4 in circumstances such that, had he/she already been a Trustee, he/she would have been disqualified from acting under the provisions of Articles 43 or 56 to 59;
- but a person may be a Trustee notwithstanding any benefit granted in accordance with the provisions of the Memorandum.

Disqualification of Trustees

- 43 A person shall be disqualified from holding or continuing to hold office as a Trustee if:
- 43.1.1 he/she becomes incapable by reason of mental disorder, illness or injury of managing or administering his/her own affairs; or
 - 43.1.2 he/she has been adjudged bankrupt or sequestration of his/her estate has been awarded and (in either case) he/she has not been discharged or the bankruptcy order has not been annulled or rescinded; or
 - 43.1.3 he/she has made a composition or arrangement with, or granted a trust deed for, his/her creditors and has not been discharged in respect of it; or
 - 43.1.4 at any time when he/she is subject to a disqualification order under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under a county court administration order) or if he/she ceases to be a Trustee by virtue of any provision in the Companies Acts; or
 - 43.1.5 he/she is disqualified from acting as a trustee or director by virtue of section 72 of the Charities Act 1993; or
 - 43.1.6 he/she has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the

grounds of any misconduct or mismanagement in the administration of the charity for which he/she was responsible or to which he/she was privy, or which he/she by his/her conduct contributed to or facilitated; or

43.1.7 at any time prior to taking office as a Trustee or since taking office he/she has been convicted, or charged, and the charge has not been dropped, of an offence of a type, or carrying such punishment, as the Board of Trustees may prescribe by Rules made for the purpose; or

43.1.8 in any other circumstance prior to taking office as a Trustee or since taking office considered by the Board of Trustees to be material he/she is disqualified in accordance with Rules made for the purpose.

Notices to the Secretary

44 Where, by virtue of these Articles a person becomes disqualified from holding, or for continuing to hold, office as a Trustee; and he/she is, or is proposed, to become such a Trustee, he/she shall upon becoming so disqualified give notice in hard copy or electronic form of that fact to the Secretary.

Members of any Committee

45 Articles 42 to 44 also apply to any member of any committee of the Trustees who is not a Trustee.

Powers of Trustees

Trustees' powers

46 General provisions concerning Trustees' powers are:

46.1.1 subject to the provisions of the Companies Acts, the Charities Acts, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board of Trustees who may exercise all the powers of the Company;

46.1.2 no alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Board of Trustees which would have been valid if that alteration had not been made or that direction had not been given;

46.1.3 the powers given by this Article shall not be limited by any special power given to the Board of Trustees by the Articles; and

46.1.4 a duly convened meeting of Trustees at which a quorum is present may exercise all powers

exercisable by the Board of Trustees.

Bank accounts

47 Any bank account in which any part of the assets of the Company is deposited shall be operated by the Board of Trustees and shall indicate the name of the Company.

Rules

Rules to be made by the Board of Trustees

48 The Board of Trustees may from time to time make such Rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and its affairs, but consistent always with the terms of the Memorandum and these Articles. In particular, but without prejudice to the generality of the foregoing, Rules may regulate:

48.1.1 the admission and classification of Members (including the admission of organisations to the Membership) 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;

48.1.2 the conduct of Members in relation to one another, to the Company's employees and to the public;

48.1.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times for any particular purpose or purposes;

48.1.4 the procedure at General Meetings and the Board of Trustees and its committees in so far that such procedure is not regulated by these Articles; and

48.1.5 generally all such matters as are commonly the subject matter of company rules.

49 The Company in General Meeting shall have the power to alter, add to or repeal the Rules and the Trustees shall adopt such means as they deem sufficient to bring to the notice of the Members all such Rules which, so long as they shall be in force, shall be binding on the Members.

50 The absence of any such Rules in respect of any such matter shall not preclude the Board of Trustees from otherwise making a determination in any particular case where not inconsistent with the provisions of these Articles.

51 A copy of all Rules currently in force from time to time shall be kept with the minutes book of the Company and shall be published in

such manner as the Board of Trustees consider appropriate having regard to the subject matter of the Rules.

Delegation of Trustees' powers

Attorneys and agents

52 The Board of Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his/her powers.

Committees

53 In relation to committees established by the Board of Trustees:

53.1.1 the Board of Trustees may establish any committee to exercise, subject to these Articles, powers and functions of the Board of Trustees. The constitution, membership and proceedings of any committee of the Board of Trustees shall be determined by the Board of Trustees. The Board of Trustees shall indicate in hard copy or in electronic form to such a committee the extent and nature of the powers so delegated;

53.1.2 the establishment, terms of reference, constitution and membership of any committee of the Board of Trustees shall be reviewed at least once in every 15 months;

53.1.3 the membership of any committee of the Board of Trustees may include persons who are not Trustees provided that in the case of a committee whose decisions are binding on the Board of Trustees, a majority of members of any such committee shall be Trustees. The chair of each committee shall be a Trustee. The Board of Trustees may determine that some or all of the members of a committee who are not Trustees shall be entitled to vote in any proceedings of the committee. In the case of a committee whose decisions are binding on the Board of Trustees no vote on any matter shall be taken at a meeting of a committee of the Board of Trustees unless the majority of members of the committee present are Trustees;

53.1.4 the quorum for any meeting of a committee shall be determined by the Board of Trustees from time to time and in default shall be two;

53.1.5 for the avoidance of doubt, the Board of Trustees may delegate all financial and other matters, between meetings of Trustees, to a committee, including authority:

- (i) to resolve upon the operation of any bank account according to such mandate as it shall think fit;
- (ii) to preserve the assets of the Company, the maintenance of the Principal Activity as a going concern and take other urgent actions as such committee considers necessary or desirable; and
- (iii) implement the policies adopted by the Board of Trustees;

53.1.6 such committees shall conform to any Rules made by the Board of Trustees;

53.1.7 all delegations of powers to any committee shall be revocable by the Board of Trustees at any time;

53.1.8 unless the terms of the delegation to a committee are to the contrary, a committee may delegate any of its powers or the implementation of any of its resolutions to any sub-committee and the provisions of these Articles shall apply to such sub-committee as they apply to any committee with all such changes as the context may require; and

53.1.9 the meetings and proceedings of any such committee shall otherwise be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board of Trustees so far as applicable unless superseded by any subsequent decisions of or Rules made by the Board of Trustees.

Term of office, resignation and removal of Trustees

Term of office of Trustees

54 As to the term of office of Trustees:

54.1.1 the normal period of service for Trustees shall be three years, provided that

- (i) one third (or the nearest whole number to one third) of the Trustees shall retire from office at each Annual General Meeting;
- (ii) the Trustees to retire shall be those longest in office since their last election or appointment; and
- (iii) in the absence of any agreement, those of equal seniority shall be selected by

random lot.

54.1.2 the Board of Trustees may provide by Rules or in any particular case that a Trustee appointed to fill a casual vacancy shall hold office until the next following Annual General Meeting and shall then be eligible for re-election;

54.1.3 retirement of a Trustee in accordance with Articles 54.1.1 shall only occur if at least seven Trustees will remain in office when the retirement is to take effect, but if this would not be the case then such retirement shall occur at the next meeting of the Board of Trustees that it could do so with at least seven Trustees remaining in office;

54.1.4 if the Company at the meeting which a Trustee retires by rotation does not fill the vacancy, the retiring Trustee shall, if willing to act, and subject to Article 54.1.5 be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the retiring Trustee is put to the meeting and lost; and

54.1.5 subject to remaining eligible to be a particular type of Trustee, any Trustee retiring at the end of his/her term of office shall be eligible for re-election for up to two further terms of three years, but shall not then be re-eligible for re-election without a break of at least two years.

Removal of any Trustee

55 In accordance with the Companies Acts upon giving special notice of 28 clear days the Company may by passing an ordinary resolution (and complying with the procedures set out in sections 168 and 169 of the Companies Act 2006) remove any Trustee before the end of his/her period of office notwithstanding anything in these Articles or any agreement between the Company and the Trustee to the contrary.

Ceasing to be a Trustee

56 The office of a Trustee, shall be vacated if:

56.1.1 he/she dies; or

56.1.2 any event or circumstance occurs which would disqualify him/her from being appointed a Trustee on the terms of Article 43; or

56.1.3 he/she resigns his/her office by notice to the Company (but only if at least seven Trustees will remain in office when the notice of resignation is to take effect); or

- 56.1.4 he/she shall for more than three consecutive meetings have been absent without permission of the Board of Trustees from meetings of Trustees and the Board of Trustees resolve that his/her office be vacated; or
- 56.1.5 he/she shall in the opinion of the Board of Trustees be unable properly to fulfil his/her duties as a Trustee by reason of illness, disability or infirmity and the Board of Trustees resolve that his/her office be vacated; or
- 56.1.6 he/she is removed from office by ordinary resolution of the Company in accordance with Article 55; or
- 56.1.7 he/she fails to declare the nature of any direct or indirect interest in Company business as required by the Companies Acts or these Articles and the Board of Trustees determine that his/her office be vacated; or
- 56.1.8 he/she ceases to hold office by virtue of any provision of the Companies Acts; or
- 56.1.9 at any time his/her name is included in any list of persons considered to be unsuitable to have access to children, young persons or vulnerable adults and the Board of Trustees resolve that his/her office be vacated; or
- 56.1.10 the Board of Trustees determines that the Trustee should be removed from office on the grounds that the Trustee has failed to act in the best interests of the Company, has brought the Company into disrepute or has allowed his/her conduct to constitute gross misconduct and only having convened a meeting for that purpose of which due notice was given to the Trustee and having proper regard to any representations made by the said Trustee.

57 In exercising the right to remove a Trustee in accordance with Article 56.1.9, the Board of Trustees shall take suitable legal advice and have regard to any relevant statutory guidance issued from time to time.

Obligation or liability incurred by a person ceasing to be a Trustee

58 The removal of a Trustee shall be without prejudice to and shall not affect any obligation or liability incurred by him/her or to which he/she was subject prior to his/her removal.

Notice to the Secretary

59 Where a Trustee resigns his/her office or is removed from office, the Trustee or, where he/she is removed from office, those removing him/her shall give notice thereof to the Secretary in hard copy or in electronic form.

Trustees' expenses

Reasonable and proper out-of-pocket

60 Trustees may be paid all reasonable and proper out of pocket travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or General Meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

Trustees' appointments and interests

Personal Interest of Trustees

61 Any Trustee who has any personal interest in any matter to be discussed at a meeting of Trustees, including any duty or pecuniary interest (direct or indirect) in any contract or arrangement proposed to be entered into by the Company, shall disclose the interest before the discussion begins and shall withdraw from that part of a meeting of the Board of Trustees at which that matter is under discussion, unless expressly invited to remain in order to provide information, and shall not vote.

Proceedings of Trustees

62 Subject to the provision of the Articles, the Board of Trustees may regulate their proceedings as they think fit.

Number of Trustees at Trustees' meetings

63 As regards the number of Trustees at Trustees' meetings:

- 63.1.1 the quorum for a meeting of the Board of Trustees, and any vote on any matter at such a meeting, shall be any six Trustees;
- 63.1.2 no business shall be transacted at any meeting unless a quorum is present;
- 63.1.3 if a quorum is not present within half an hour from the time appointed for a meeting to start:
 - (i) the meeting shall be adjourned to such time and place not less than seven days and not more than 28 days hence as the chair shall appoint;
 - (ii) if a quorum is not present at the reconvened meeting half an hour after the time appointed for it to start, the Trustees present shall constitute a quorum only to discuss issues relating to establishing a quorum or for the matters stated in Article 63.1.4
- 63.1.4 the Board of Trustees may act even though there is a vacancy in their body provided that if there are fewer

than four Trustees, they may act as the Board of Trustees only to:

- (i) appoint, and confirm the appointment of, additional Trustees, including accepting them also as Members; or
- (ii) convene a General Meeting, and propose resolutions to be considered at such meeting; or
- (iii) pending the appointment of additional Trustees, act to preserve the assets of the Company or take other urgent action.

Holding of Trustees' meetings

64 As to the holding of meetings of Trustees:

64.1.1 the Trustees shall hold at least two meetings in each year;

64.1.2 meetings of the Board of Trustees shall be convened by the Secretary;

64.1.3 in exercising his/her functions under this Article the Secretary shall comply with any direction:

- (i) given by the Board of Trustees; or
- (ii) given by the Chair of the Board of Trustees or, in his/her absence or where there is a vacancy in the office of Chair, a Vice-Chair of the Board of Trustees, so far as such direction is not inconsistent with any such direction given by the Board of Trustees; and

64.1.4 any Trustee may, by notice in hard copy or in electronic form given to the Secretary, requisition a meeting of the Board of Trustees and it shall be the duty of the Secretary to convene such a meeting as soon as is reasonably practicable.

Notice of meetings of the Board of Trustees

65 As to notice of meetings of the Board of Trustees:

65.1.1 each Trustee shall be given, at least five days before the date of a meeting:

- (i) notice in hard copy or in electronic form of the meeting; and
- (ii) a copy of the agenda for the meeting

together with, so far as is practicable, copies of relevant papers for consideration as envisaged in such agenda,

provided that where the Chair or, in his/her absence or where there is a vacancy in the office of Chair, a Vice-Chair, so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the notice of a meeting in hard copy or in electronic form, or the copies of the agenda or of the relevant papers are given within such shorter period as the Chair or a Vice-Chair (as the case may be) directs;

65.1.2 a quorate meeting of the Board of Trustees duly convened shall be competent to exercise all the authorities, powers and discretions by or under these Articles for the time being vested in the Trustees generally;

65.1.3 a resolution to rescind or vary a resolution carried at a previous meeting of the Board of Trustees shall not be proposed at a meeting of the Board of Trustees unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting;

65.1.4 the convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any Trustee not having received notice of the meeting in hard copy or in electronic form or a copy of the agenda.

Sending notices of meetings and other documents

66 Notice of meetings or documents shall be sent or supplied to Trustees through either hard copy (see Article 67) or electronic form (see Article 68), or a combination of both.

67 A notice or document sent by hard copy may be given, either personally, by sending it in a prepaid envelope to, or by leaving it at the Trustee's notified address.

68 Notices or documents sent in electronic form shall:

68.1.1 only be sent to the Trustee if they have agreed to receive it in that form and have not, since the time of that agreement, indicated otherwise; and

68.1.2 be sent to a notified address either by electronic means (such as by email) or by post (such as by disk) in accordance with Article 67.

Chair of a meeting of the Board of Trustees	69	<p>As to the chair of a meeting of the Board of Trustees:</p> <p style="padding-left: 40px;">69.1.1 where the Chair is absent from any meeting or there is at the time a vacancy in the office of the Chair, a Vice-Chair shall act as the chair for the purposes of the meeting;</p> <p style="padding-left: 40px;">69.1.2 if there is no Trustee holding office as Chair or Vice-Chair, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chair of the meeting.</p>
Persons who are not Trustees may attend	70	<p>The Board of Trustees may invite persons who are not Trustees (including but not limited to a member of a committee, the Chief Executive, the Finance Director, any employee, any professional adviser and any experts of any kind, including any person who may be disqualified from being a Trustee under these Articles) to attend the whole or part of any meeting for purposes connected with such meeting.</p>
Voting at a meeting of the Board of Trustees	71	<p>As to voting at a meeting of the Board of Trustees:</p> <p style="padding-left: 40px;">71.1.1 subject to these Articles, every question to be decided at a meeting of the Board of Trustees shall be determined by a majority of the votes of the Trustees present and voting on the question;</p> <p style="padding-left: 40px;">71.1.2 where there is an equal division of votes the chair of the meeting shall have a second or casting vote.</p>
A Trustee with an interest	72	<p>As to a Trustee with an interest:</p> <p style="padding-left: 40px;">72.1.1 a Trustee shall declare an interest and shall not be entitled to vote in respect of any matter in which he/she is interested;</p> <p style="padding-left: 40px;">72.1.2 a Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote; and</p> <p style="padding-left: 40px;">72.1.3 if a question arises at a meeting of the Board of Trustees or of a committee of Trustees as to the right of a Trustee to vote, the question may, before the conclusion of the meeting, be referred to the chair of the meeting and his/her ruling in relation to any Trustee other than himself/herself shall be final and conclusive.</p>
Defect in the appointment of any Trustee	73	<p>All acts done by a meeting of the Board of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall,</p>

Written resolutions of the Board of Trustees

notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

74 A resolution in writing shall be deemed valid and effectual as if it had been passed at a duly convened and held meeting of the Board of Trustees or (as the case may be) of a committee of the Board of Trustees provided that:

74.1.1 in the case of the Board of Trustees, it is sent to all the Trustees entitled to receive notice of a meeting of the Board of Trustees and all of them have signified their agreement thereto; or

74.1.2 in the case of a committee of the Board of Trustees, it is sent to all members of the committee entitled to vote and all of them have signified their agreement thereto.

75 A Trustee has agreed to a written resolution where the Secretary receives from him/her in hard copy or electronic form (or from someone acting on his/her behalf) an authenticated document that:

75.1.1 identifies the resolution to which it relates; and

75.1.2 indicates the Trustee's agreement to the resolution.

Reconvening a meeting of the Board of Trustees

76 As to the reconvening of a meeting of Trustees:

76.1.1 a meeting of the Board of Trustees shall be terminated forthwith if:

(i) the Trustees so resolve; or

(ii) the number of Trustees present ceases to constitute a quorum for a meeting of the Board of Trustees in accordance with Article 63;

76.1.2 where a meeting is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the Secretary as soon as is reasonably practicable unless the Board of Trustees otherwise decide; and

76.1.3 where the Trustees accordingly resolve to adjourn a meeting before all the items of business on the agenda have been disposed of, the Trustees shall

before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items, and they shall direct the Secretary to convene a meeting accordingly unless the Board of Trustees otherwise determine.

Telephone or other communication equipment

77 Any one or more Trustees may participate and vote at meetings of the Board of Trustees by means of any conference telephone or other communication equipment which allows all persons participating in the meeting to hear and speak to each other. Any Trustee so participating in a meeting shall be deemed to be present in person and shall count towards the quorum and business so transacted shall be effective for all purposes as that of a meeting of the Board of Trustees duly convened and held with such persons physically present together.

Chair and Vice-Chairs

Chair of the Board of Trustees

78 As to the Chair of the Board of Trustees:

78.1.1 the Chair shall be the person appointed by a simple majority of the Trustees to serve as Chair;

78.1.2 the Chair may be removed as Chair by the Board of Trustees at any time by a simple majority of the Trustees;

78.1.3 the Chair shall have all the powers and responsibilities of the Chair as set out in these Articles, including the right (unless disqualified by reason of a personal interest) to chair each meeting of the Company and each meeting of the Board of Trustees.

Vice-Chairs of the Board of Trustees

79 As to Vice-Chairs of the Board of Trustees:

79.1.1 a Vice-Chair of the Board of Trustees shall be the person appointed by a simple majority of the Trustees to serve as a Vice-Chair; and

79.1.2 a Vice-Chair may be removed from that office by the Board of Trustees at any time by a simple majority of the Trustees.

80 The Chair or a Vice-Chair may at any time resign his/her office by giving notice in hard copy or in electronic form to the Secretary. The Chair or a Vice-Chair shall cease to hold office if:

80.1.1 he/she ceases to be a Trustee; or

80.1.2 he/she is removed from office in accordance with

these Articles; or

80.1.3 in the case of the Vice-Chair, he/she is elected in accordance with these Articles to fill a vacancy in the office of Chair.

Election of the Chair or Vice-Chair

81 As to election of the Chair or Vice-Chair:

81.1.1 where by reason of any of the matters referred to in Article 80 a vacancy arises in the office of Chair, the Board of Trustees shall at their next meeting elect one of their number to fill that vacancy;

81.1.2 the Secretary or, if the Board of Trustees so determine, a Trustee who is not standing for election as Chair shall act as chair during that part of any meeting at which the Chair is elected; and

81.1.3 any election of the Chair or Vice-Chair which is contested shall be held by secret ballot.

Secretary

Secretary

82 As to the Secretary, subject to the provisions of the Companies Acts,

82.1.1 the Secretary shall be appointed by the Board of Trustees for such terms, at such remuneration (if not a Trustee) and upon such conditions as they think fit;

82.1.2 any Secretary appointed in accordance with Article 82.1 may be removed by the Board of Trustees;

82.1.3 the Secretary shall attend Trustees meetings; and

82.1.4 an assistant or deputy Secretary may be appointed by the Board of Trustees to act in place of the Secretary in his/her absence.

Honorary Treasurer and Honorary Officers

Honorary Treasurer and Officers

83 The Trustees may confer on any individual (with his or her prior written consent) the title of Honorary Treasurer or any other honorary title.

84 The Trustees may remove an individual from such a position by a simple majority vote.

Minutes

Minutes

85 The minutes of the proceedings of a meeting of the Board of Trustees shall be drawn up and entered into a book kept for the purpose by the person acting as secretary for the purposes of the

meeting and shall be signed (subject to the approval of the Board of Trustees) at the same or next subsequent meeting by the person acting as chair. The minutes shall include:

85.1.1 details of all appointments of officers made by the Board of Trustees; and

85.1.2 details of all proceedings at meetings of the Company and of the Board of Trustees and of committees of Trustees, including the names of the Trustees present at each such meeting.

Such minutes if purporting to be signed by the chair of such meeting or the chair of the next meeting shall be sufficient evidence of the facts stated.

Deeds

Deeds

86 Any document to be executed on behalf of the Company as a deed otherwise than by the affixing of the Seal (if any) shall be signed by two Trustees (or where a company secretary has been appointed, one Trustee and the company secretary).

Accounts and records

Accounts and related matters

87 As to accounts and related matters:

87.1.1 accounting records shall be kept by the Board of Trustees in accordance with the Companies Acts and with the Charities Acts and any Statement of Recommended Practice in force from time to time at the Office or such other place or places as the Board of Trustees think fit;

87.1.2 the accounting records shall be open to inspection by the Trustees at all reasonable times;

87.1.3 the Trustees shall cause the accounts and all annual statements and reports to be laid before the Company in accordance with the Charities Acts and the Companies Acts; and

87.1.4 a copy of every annual statement of accounts, auditor's report and report of the Board of Trustees shall be sent to every Trustee, Member or other individual entitled to receive notices of General Meetings in hard copy or electronic form no later than the date at which such documents should be filed at Companies House.

Audits

88 As regards audits:

Documents to be made available to all Trustees

89

As regards documents to be made available to all Trustees:

88.1.1 at least once in every year the Company accounts shall be independently examined by one or more properly qualified auditor or auditors as defined by the Companies Acts; and

88.1.2 auditors shall be duly appointed and their duties regulated in accordance with the Companies Acts.

89.1.1 subject to this Article, the Trustees shall ensure that a copy of:

- (i) the accounts;
- (ii) all Rules;
- (iii) the agenda for every meeting of the Trustees;
- (iv) the draft minutes of every such meeting, if they have been approved by the chair of that meeting;
- (v) upon request, the signed minutes of every such meeting; and
- (vi) any report, document or other paper considered at any such meeting

are, as soon as is reasonably practicable, made available to each Trustee; and

89.1.2 there may be excluded from any item so required to be made available (other than from the accounts and all annual statements and reports laid or to be laid before the Company in accordance with the Charities Acts and the Companies Acts, which are to be provided in full to the Trustees) any material relating to:

- (i) a named person employed, or proposed to be employed, by the Company;
- (ii) any matter which, by reason of its nature, the Trustees are satisfied in their discretion should remain confidential.

	Annual report and annual return	
Annual report and annual return	90	The Trustees shall comply with their obligations under the Charities Acts with regard to the preparation of an annual report and annual return and their transmission to the Charity Commission.
	91	The Trustees shall also comply with their obligations under the Companies Acts as to the preparation of an annual return and its transmission to the Registrar of Companies, together with all forms and resolutions as appropriate.
	Circulation of notices, resolutions and documents	
Notices and documents	92	The following Articles set out the provisions regarding the circulation of notices, resolutions and documents provided through hard copy and electronic form.
Providing notices and documents to members	93	Notice of meetings and circulation of resolutions or documents shall be sent or supplied to Members by or through a combination of: <ul style="list-style-type: none"> 93.1.1 hard copy (see Article 95); 93.1.2 in electronic form (see Article 96); or 93.1.3 by means of a website (see Article 97).
	94	Where a Member and/or Trustee has received a notice, resolution or document from the Company otherwise than in hard copy form, he/she is entitled to require the Company to send him/her a version of the notice, resolution or document in hard copy form. The notice, resolution or document must be sent as soon as reasonably practicable and in any event within 21 days of receipt of the request and the Company may not make a charge for providing the notice, resolution or document.
Notices or documents sent in hard copy	95	A notice, resolution or document sent by hard copy may be given, either personally, by sending it in a prepaid envelope to, or by leaving it at the Member's and/or Trustee's notified address.
Notices or documents sent in electronic form	96	Notices, resolutions or documents sent in electronic form shall: <ul style="list-style-type: none"> 96.1.1 only be sent to the Member and/or Trustee if they have agreed to receive it in that form and have not, since the time of that agreement, indicated otherwise; 96.1.2 be sent to a notified address either by electronic means (such as by email) or by post (such as on a disk) in accordance with Article 95.
Notices or documents sent by means of a website	97	As to notices, resolutions or documents sent by means of a website: <ul style="list-style-type: none"> 97.1.1 notices, resolutions or documents shall be sent by

means of a website provided that a Member has agreed in hard copy or in electronic form to receive notices and documents in that way;

97.1.2 a Member and/or Trustee will be deemed to have agreed to receive notices, resolutions and documents in this way where they have been asked individually by the Company to agree to receive notices, resolutions and documents through a website and the Company has not received a response within the period of 28 days beginning with the date on which the Company's request was sent. A Member and/or Trustee is not taken to have so agreed if the Company's request did not state clearly what the effect of a failure to respond would be, or was sent less than twelve months after the previous request was made;

97.1.3 the notice, resolutions or document must be made available in a form, and by a means that the Company reasonably considers will enable the recipient to read it, and retain a copy of it;

97.1.4 the notice, resolution or document must be made available on the website beginning with the date on which the notification is sent to the recipient and the notice resolution or documents must be available on the website throughout the period beginning with the date of the notification and ending with the conclusion of the meeting or the date on which the resolution lapses;

97.1.5 the Company must notify the Member and/or Trustee in hard copy or in electronic form of the presence of the notice, resolution or document on the website;

97.1.6 the notification must include the address of the website, the place on the website where it may be accessed and how to access the notice, resolutions or document; and

97.1.7 the notice or resolution is taken to be sent on the date on which the notice or document first appears on the website after the notification was sent.

Authentication of notices and documents

98 As to the authentication of notices and documents:

98.1.1 a notice or document sent or supplied in hard copy is sufficiently authenticated if it is signed by the person sending or supplying it;

Deemed receipt of notices or documents sent by the Company

98.1.2 a notice or document sent or supplied in electronic form is sufficiently authenticated if the identity of the sender is confirmed in a manner specified by the Company from time to time, and in the absence of such specification where the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement;

99 Any notices or documents given in accordance with these Articles is to be treated for all purposes as having been received

99.1.1 two clear days after being sent by first class post to an address in the United Kingdom, and the Company is able to show that it was properly addressed, prepaid and posted;

99.1.2 three clear days after being sent by second class post to an address in the United Kingdom, and the Company is able to show that it was properly addressed, prepaid and posted;

99.1.3 24 hours after being delivered by hand to the relevant address;

99.1.4 on the date of publication of a journal or newsletter carrying the notice;

99.1.5 on being handed to the Member;

99.1.6 where the notice or document is sent or supplied by electronic means, and the Company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient 48 hours after it was sent;

99.1.7 where the notice or document is sent or supplied by means of a website, it is deemed to have been received by the intended recipient either when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

Provision of email address by the Company

100 Where the Company has given an electronic address in notice calling a meeting, either of the Members or the Board of Trustees, it is deemed to have agreed that any document relating to proceedings at the meeting may be sent by electronic means to that address (subject to any conditions or limitations specified in the notice).

Indemnity and Insurance

Indemnity and insurance

101 Every Trustee, auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by them in relation to any proceedings (whether criminal or civil) which relate to anything done or omitted or alleged to have been done or omitted by him/her acting in his/her role, save that no Trustee, auditor, Secretary or other officer of the Company shall be entitled to be indemnified:

101.1.1 for any liability incurred by him/her to the Company or any associated company of the Company (as defined by the Companies Acts for these purposes);

101.1.2 for any fine imposed in criminal proceedings;

101.1.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;

101.1.4 for any costs for which he/she has become liable in defending any criminal proceedings in which he/she is convicted and such conviction has become final;

101.1.5 for any costs for which he/she has become liable in defending any civil proceedings brought by the Company or an associated company in which a final judgment has been given against him/her; and

101.1.6 for any costs for which he/she has become liable in connection with any application under section 661(3) or (4), and section 1157 of the Companies Act 2006 in which the court refuses to grant him/her relief and such refusal has become final.

102 The Trustees shall have the power under clause 5.6 of the Memorandum to purchase and maintain for any Trustees such insurance notwithstanding his/her interest in such insurance policy.

Dissolution

Dissolution

103 Clause 10 of the Memorandum of the Company relating to the winding up and dissolution of the Company shall have effect as if its provisions were repeated in these Articles.