

**ARTICLES OF ASSOCIATION**

**OF**

**ACTION FOR CARERS (SURREY)**

**RUSSELL-COOKE** | SOLICITORS

**Charity and Social Business Team**  
**2 Putney Hill**  
**London**  
**SW15 6AB**  
**Tel: 020 8789 9111**  
**[www.russell-cooke.co.uk](http://www.russell-cooke.co.uk)**  
**File Ref: CG/CTR/RJC/116916.21**

**Company number: 5939327**

**Charity number: 1116714**

## **THE COMPANIES ACT 2006**

**Company Limited by Guarantee and not having a Share Capital**

### **ARTICLES OF ASSOCIATION**

**OF**

**ACTION FOR CARERS (SURREY) (the "Charity")**

#### **1 Meaning of Words**

1.1 In these Articles the following words will have the meanings shown opposite them, unless the context indicates another meaning:

<b>Words</b>	<b>Meanings</b>
"Articles"	these Articles of Association;
"Board"	the board of Trustees of the Charity, the members of which are the company directors and charity trustees;
"Board Appointment Meeting"	means the first meeting of the Board in any calendar year;
"Chair"	the Chair of the Board of Trustees or any person discharging the functions of the Chair;
"Charities Act"	the Charities Act 2011;
"Charity"	the company regulated by these Articles;
"Charity Commission"	the Charity Commission for England and Wales;
"Clear Days"	in relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates;
"Companies Act"	the Companies Acts (as defined in s.2 Companies Act 2006) in so far as they apply to the Charity;
"Material Benefit"	means a benefit, direct or indirect, which may not be financial but has a monetary value;
"Member"	a company member of the Charity;

“Month”	calendar month;
“Objects”	the Objects of the Charity as defined in Article 3.1;
“Office”	the registered office of the Charity;
“Ordinary Resolution”	a resolution agreed by a simple majority of the Members present and voting at a general meeting, or, in the case of a written resolution, by Members who together hold a simple majority of the voting rights;
“Regulations”	any rules, standing orders or regulations made in accordance with these Articles;
“Signed”	shall include such forms of authentication that are permitted by law;
“Special Resolution”	a resolution agreed by a 75% majority of Members present and voting at a general meeting, or, in the case of a written resolution, by Members who together hold 75% of the voting rights;
“Taxable Trading”	carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
“Trustees”	means the directors of the Charity;
“United Kingdom”	Great Britain and Northern Ireland; and
“Written” or “in Writing”	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

## 1.2 In these Articles:

- 1.2.1 The words “person” or “people” includes other charities, including charitable incorporated organisations, royal charter corporations, companies, trusts, societies or associations, government departments or statutory authorities and other individuals, corporations, partnerships or other incorporated or unincorporated bodies.
- 1.2.2 Apart from the words defined above, any words or expression defined in the Companies Act, or the Charities Act, will have the same meanings in these Articles, unless the context indicates another meaning.
- 1.2.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

- 1.2.4 The words “include(s)”, “including” or “in particular” are deemed to have the words “without limitation” following them. Where the context permits, the words “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them.

## **2 Registered Office**

- 2.1 The registered office of the Charity is in England and Wales.

## **3 Objects**

- 3.1 The objects of the Charity (“Objects”) are:

- 3.1.1 to provide relief of the needs of Carers (as defined in 3.2 below);
- 3.1.2 to provide and assist in the provision of information, advice and other assistance to Carers;
- 3.1.3 to encourage and provide services for those requiring care which take account of the needs of Carers;
- 3.1.4 to raise public awareness, principally but not exclusively in the County of Surrey, of Carers’ needs, concerns and value;
- 3.1.5 to communicate between Carers, policy makers and other services supporting Carers, enabling Carers to have an effective voice and an informed representation in policy-making and service development;
- 3.1.6 to encourage the exchange by Carers, policy makers and other services of useful information and best practice in Carers’ issues and promote and encourage services to support Carers principally but not exclusively in Surrey; and
- 3.1.7 to pursue any other charitable purposes.

- 3.2 A “Carer” is:

- 3.2.1 someone who provides regular unpaid help to a person (or persons) who is disabled, ill or infirm, or who is otherwise in need of care, particularly but not exclusively in the County of Surrey;
- 3.2.2 particularly but not exclusively someone who lives in the County of Surrey and provides regular unpaid help to a person (or persons) who is disabled, ill or infirm, or who is otherwise in need of care, outside the County of Surrey; or
- 3.2.3 someone who, within the last five years, has fallen within the description in 3.2.1 or 3.2.2.

The term “Carer” also includes people who fall into any of the above categories and are under the age of eighteen or are parents caring for their own children.

## **4 Powers**

- 4.1 The Charity has the following powers which may be used only to promote the Objects:-

#### *Acquisition, management and disposal of assets*

- 4.1.1 to buy, take on lease, share, hire or otherwise acquire property of any sort;
- 4.1.2 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity, provided that, where applicable, the Charity, and its Trustees, comply with sections 117 to 123 of the Charities Act;
- 4.1.3 to borrow money and to charge the whole or any part of the property belonging to the Charity as security, provided that if the Charity wishes to mortgage land, the Charity and its Trustees comply with sections 124 to 126 of the Charities Act;
- 4.1.4 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;

#### *Staff, agents and advisers*

- 4.1.5 subject to Articles 6 and 8, to employ and pay any employees and other staff, consultants, agents and advisers;
- 4.1.6 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;

#### *Funding*

- 4.1.7 to raise funds in any way including by way of contribution, grant, subscription, entering into contracts and carrying on trade (but not by means of Taxable Trading) and in its discretion to decline or disclaim any particular contribution;
- 4.1.8 to give or receive guarantees or indemnities;

#### *Activities*

- 4.1.9 to promote or undertake study or research and disseminate the useful results of such research;
- 4.1.10 to produce, print and publish anything in or on any media;
- 4.1.11 to provide grants, scholarships, awards or materials in kind and to provide or procure the provision of services, education, training, consultancy, advice, support, counselling or guidance;
- 4.1.12 to promote and advertise the Charity's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government or statutory authorities or other public bodies by undertaking campaigning and, in furtherance of the Objects but not otherwise, the Trustees shall have power to engage in political activity provided that the Trustees are satisfied that the proposed activities will further the purposes of the Charity to an extent justified by the resources committed and the activity is not the dominant means by which the Charity carries out its Objects;

- 4.1.13 to undertake the administration or management (whether as trustee, agent or otherwise) of any charitable trust;
- 4.1.14 to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;

#### *Collaboration*

- 4.1.15 to establish, promote and otherwise assist in any way any limited company or companies or other bodies, and to establish the same either as a wholly owned subsidiary of the Charity or jointly owned with other persons and to finance such bodies by way of loan, share subscription, or other means;
- 4.1.16 to take control of, support, co-operate, federate, merge, join or amalgamate with any other persons;
- 4.1.17 to transfer to or to purchase or otherwise acquire from any person with or without consideration, any property, assets or liabilities, and to perform any of their engagements;
- 4.1.18 to co-operate and enter into any arrangements with any person;

#### *Banking and Insurance*

- 4.1.19 to open and operate bank accounts and other banking facilities including by using internet banking or other electronic authentication methods;
- 4.1.20 to insure any risks arising from the Charity's activities;
- 4.1.21 to purchase indemnity insurance for the Trustees in accordance with and to the extent permitted by the Charities Act;

#### *Investment and Social Investment*

- 4.1.22 to make social investments in accordance with Part 14A of the Charities Act;
- 4.1.23 to invest in any investments, securities or properties;
- 4.1.24 to accumulate and set aside funds for special purposes or as reserves in accordance with a reserves policy;
- 4.1.25 to delegate upon such terms and at such reasonable remuneration as the Charity may think fit to an individual, company or firm authorised to give investment advice under the Financial Services and Markets Act 2000 ("the Managers") the management of investments (being assets capable of producing income which may also increase in capital value), provided that:-
  - (a) the delegated powers shall be exercisable only within clear policy guidelines set by the Trustees;
  - (b) the Managers are under an obligation to report promptly to the Trustees the performance of investments managed by them;

- (c) the Trustees are entitled at any time to review, alter or terminate the delegation arrangement;
  - (d) the Trustees review the arrangements for delegation at intervals but so that any failure by the Charity to undertake such reviews shall not invalidate the delegation; and
  - (e) the Managers must not do anything outside the powers of the Charity.
- 4.1.26 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required; and

*Other matters*

- 4.1.27 to do anything else within the law which promotes or helps to promote the Objects.

## **PAYMENTS AND BENEFITS**

### **5 Use of income and property**

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects 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 or Trustees, and no Trustee may be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity except as permitted by law or by the Charity Commission or as permitted below under 'Allowed Payments' and then only after complying with any requirements of the Companies Act and the Charities Act, PROVIDED this shall not prevent a Member or a Trustee receiving any benefit as a beneficiary.

### **6 Allowed Payments**

- 6.1 The Charity may pay:-

- 6.1.1 reasonable and proper payment to any Member, officer, servant, employee, professional or other adviser of the Charity who is not a Trustee for any goods or services supplied to the Charity;

*Payments for services and goods connected to those services*

- 6.1.2 reasonable and proper remuneration of a Trustee for services actually rendered to the Charity or a subsidiary of the Charity (save for services rendered in their capacity as a Trustee) and for goods that are supplied in connection with the provision of those services, PROVIDED THAT:-

- (a) the number of Trustees so remunerated in any accounting period shall not exceed a minority of the Board;

- (b) no resolution to approve such remuneration to a Trustee shall be effective unless it is passed at a meeting of the Board;
- (c) such Trustee shall not vote on any resolutions relating to their engagement by the Charity or a subsidiary (as defined in the Companies Act) of the Charity;
- (d) the remuneration or maximum remuneration payable to the Trustee shall be set out either in the resolution approving such remuneration or in a written agreement between the Trustee and the Charity; and
- (e) the Trustees are satisfied it is in the best interests of the Charity for the services to be provided by that Trustee to the Charity or on behalf of the Charity for the remuneration or maximum remuneration agreed.

*Payments for goods not supplied in connection with services*

6.1.3 reasonable and proper payment for goods supplied by a Trustee that are not supplied in connection with services actually rendered to the Charity or a subsidiary of the Charity PROVIDED THAT:-

- (a) the amount or maximum amount of the payment for the goods is set out in a written agreement between the relevant Trustee and the Charity under which that Trustee is to supply the goods to or on behalf of the Charity;
- (b) the amount or maximum amount does not exceed what is reasonable in the circumstances for the supply of goods in question;
- (c) the other Trustees are satisfied it is in the best interests of the Charity to contract with that Trustee rather than with someone else who is not a Trustee. In reaching such a decision the Trustees must balance the advantage of contracting with a Trustee against the disadvantages of doing so;
- (d) the relevant Trustee is absent from the part of any meeting at which there is discussion of the proposal to enter into such a contract with that Trustee;
- (e) the relevant Trustee does not vote on any such matter and is not counted in the quorum for that decision; and
- (f) a majority of the Trustees then in office are not in receipt of remuneration or payments authorised in Articles 6.1.2, 6.1.3, 6.1.4, 6.1.7, 6.1.10, or 6.1.11.

6.1.4 reasonable interest on the money lent by any Trustee;

6.1.5 reasonable out-of-pocket expenses to any Trustee;

6.1.6 reasonable and proper payment to a company of which a member of the Charity or a Trustee holds not more than a hundredth of the capital;

6.1.7 reasonable and proper rent of premises demised or let by any Trustee;



- 6.1.8 to the extent permitted by law, reasonable and proper premiums in respect of any Trustee indemnity insurance policy taken out pursuant to Article 4.1.21 above;
- 6.1.9 any payment to a Trustee under the indemnity provisions in the Articles of Association;
- 6.1.10 a Trustee to be employed by, or receive any remuneration from the Charity which is not authorised in this Article 6, provided the remuneration is authorised by court or the Charity Commission; and
- 6.1.11 in exceptional cases other payments or benefits but only with the prior written approval of court or the Charity Commission.

PROVIDED THAT no Trustee shall vote on or be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give any remuneration or a benefit to that Trustee other than the approval of any permitted indemnity insurance or the payment of an indemnity where such payment is to be made to a majority of the Trustees.

For the purposes of this Article 6, "Trustee" shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Trustee or any person living with the Trustee as their partner.

A payment to a Trustee includes the payment to or the engagement of or remuneration of any firm or company in which the Trustee is: (i) a partner, (ii) an employee, (iii) a consultant, (iv) a director, or (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1 per cent. of the issued capital.

## **7 Indemnity of Trustees**

- 7.1 To the extent permitted by law from time to time, but without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled, the Charity may indemnify every Trustee or other officer out of the assets of the Charity against all costs and liabilities incurred by them which relate to anything done or omitted or alleged to have been done or omitted by them as a Trustee or other officer save that no Trustee may be entitled to be indemnified:
  - 7.1.1 for any liability incurred by them to the Charity or any associated company of the Charity (as defined by the Act for these purposes);
  - 7.1.2 for any fine imposed in criminal proceedings;
  - 7.1.3 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;
  - 7.1.4 for any liability which they have incurred in defending any criminal proceedings in which they are convicted and such conviction has become final;
  - 7.1.5 for any liability which they have incurred in defending any civil proceedings brought by the Charity or an associated company in which a final judgment has been given against them; and

- 7.1.6 for any liability which they have incurred in connection with any application under the Act in which the court refuses to grant them relief and such refusal has become final.
- 7.2 To the extent permitted by law from time to time, the Charity may provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by them in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by them as a Trustee or officer, provided that they will be obliged to repay such amounts no later than:
- 7.2.1 if they are convicted in proceedings, the date when the conviction becomes final; or
- 7.2.2 if judgment is given against them in proceedings, the date when the judgment becomes final; or
- 7.2.3 if the court refuses to grant them relief on any application under the Act, the date when refusal becomes final.

## **CONFLICTS OF INTEREST**

### **8 Conflicts of Interest**

- 8.1 For the purposes of this Article 8, "Conflict of Interest" means any direct or indirect interest of a Trustee (whether personally or by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or may conflict with the interests of the Charity, because the Trustee or a person connected to them may receive a benefit 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.
- 8.2 Subject to Article 8.4, whenever a Trustee is in a situation that gives rise to, or is reasonably likely to give rise to, a Conflict of Interest, the Trustee must:
- 8.2.1 fully declare the nature and extent of the interest before discussion begins on the matter;
- 8.2.2 withdraw from the meeting or discussion for that item, after providing any information requested by the other Trustees;
- 8.2.3 not be counted in the quorum for that part of the meeting or decision-making process;
- 8.2.4 be absent during the vote and have no vote on the matter; and
- 8.2.5 comply with any other requirement which the other Trustees resolve is necessary.
- 8.3 If any question arises as to whether a Trustee has a Conflict of Interest, the question must be decided by a majority decision of the other Trustees.
- 8.4 When any Trustee has a Conflict of Interest, the Trustees who do not have a Conflict of Interest (if they form a quorum without counting the Trustee 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 Trustee permit the Trustee, notwithstanding any Conflict of Interest which has arisen or may arise for the Trustee, to:

- 8.4.1 continue to participate in discussions leading to the making of a decision, or to vote, or both,
  - 8.4.2 disclose to a third party information confidential to the Charity,
  - 8.4.3 take any other action not otherwise authorised which does not involve the receipt by the Trustee or a person connected to them of any payment or Material Benefit from the Charity, or
  - 8.4.4 refrain from taking any step required to remove the conflict.
- 8.5 Where a Trustee has a Conflict of Interest which has been declared to the Trustees, the Trustee shall not be in breach of that Trustee's duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence, provided that a Trustee may not withhold information relating to a direct or indirect personal benefit for the Trustee.
- 8.6 The Trustees shall observe the other duties and rules in the Companies Act, and such other rules as the Board adopts, in relation to the management of Conflicts of Interest.
- 8.7 Nothing contained in this Article shall authorise a Trustee to receive any benefit not permitted elsewhere in these Articles.
- 8.8 A person is connected to a Trustee for the purposes of this Article 8 if they are:
- 8.8.1 the child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Trustee or any person living with the Trustee as their partner or any other family member who is dependent or partially dependent on the Trustee; or
  - 8.8.2 any firm or company in which the Trustee is: (i) a partner, (ii) an employee, (iii) a consultant, (iv) a director, or (v) a shareholder, unless the shares do not give them, or them together with any dependent, a substantial interest (as defined in s.352 Charities Act as being more than one-fifth of the shares or voting power of the relevant company).

## **MEMBERS AND MEMBERSHIP**

### **9 Membership**

- 9.1 Membership is open only to the Trustees. A Trustee shall automatically be admitted as a Member on being appointed as a Trustee and cease to be a Member on ceasing to be a Trustee.
- 9.2 Membership is not transferrable.
- 9.3 The Board may establish classes of associate membership with such description and with such rights and obligations as the Board thinks fit, and may admit and remove

such associate members in accordance with Regulations made by the Board, provided that an associate member shall not be a Member of the Charity including for the purposes of the Articles or the Companies Act.

## **10 Register of Members**

10.1 The Charity shall maintain a register of Members with an entry for each Member showing the Member's name and address and the date on which the Member became a Member and ceased to be a Member. The register of members must be kept at the Office or at a single alternative inspection location.

10.2 The register must be made available for inspection:

10.2.1 by any Member without charge; and

10.2.2 by any other person within five working days of receiving a request that is for a proper purpose in accordance with the Companies Act, and subject to the payment of a fee at a level that is permitted by law.

## **11 Written Agreement to Resolution**

11.1 Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term, Members may pass a written resolution without a meeting being held, provided that:

11.1.1 it is in Writing;

11.1.2 a copy of the proposed resolution has been sent to every eligible Member;

11.1.3 in the case of a Special Resolution it must be stated on the resolution that it is a Special Resolution, and it must be Signed by at least 75 per cent. of Members entitled to receive notice of and to attend general meetings;

11.1.4 in the case of an Ordinary Resolution it must be Signed by a majority of Members entitled to receive notice of and to attend general meetings; and

11.1.5 it is contained in a document which has been received at the Office within the period of 28 days beginning with the circulation date.

11.2 A written resolution may consist of two or more documents in identical form Signed by Members and is passed when the required majority of eligible Members have signified their agreement to it.

## **12 General Meetings**

12.1 Subject to the provisions of the Companies Act, the Company shall dispense with the holding of general meetings. The Company shall pass resolutions by means of written resolutions.

12.2 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an Ordinary or a Special Resolution) is as valid as an equivalent resolution passed at a general meeting.

12.3 Where the Act requires or the Members request a meeting to be held, the provisions of the model articles contained in the Companies (Model Articles) Regulations (SI

2008/3229), as amended from time to time, relating to the holding of meetings for private companies limited by guarantee shall apply.

### **13 Supporters**

- 13.1 Any professionals, volunteers, Carers, former Carers, Carers' groups or other persons or organisations interested in furthering the Objects, including persons who live outside the County of Surrey, may become Supporters of the Charity by informing the Charity (in Writing or by such other means acceptable to the Board), that they wish to be a Supporter. The Board may at any time terminate a Supporter's right to be a Supporter by informing the Supporter of this fact (in Writing or by such other means acceptable to the Board).
- 13.2 Supporters are not Members of the Charity including for the purposes of the Articles or the Companies Act.

## **BOARD OF TRUSTEES**

### **14 Powers of the Board**

- 14.1 The business of the Charity is managed by the Board, which may use all the powers of the Charity that are not, by the Companies Act or by these Articles, reserved to the Members or to them in their capacity as Members.

### **15 Composition of the Board**

- 15.1 The Board consists of not fewer than six and no more than 14 persons.
- 15.2 At least 60 per cent. of the Board must be Carers, save that in exceptional circumstances the Board may temporarily waive this requirement, provided that at least 75 per cent. of the Board agree to the waiver, the proportion of Carers on the Board is always at least 50 per cent. and any reduction below 60 per cent. does not continue for longer than one calendar year.
- 15.3 The Charity must always have a minimum of six Trustees. No person under the age of 16 may be appointed as a Trustee.
- 15.4 Trustees are appointed by a resolution of the Board.

### **16 Retirement of members of the Board**

- 16.1 Subject to Article 16.2, at the third Board Appointment Meeting after their last appointment a Trustee shall retire. They shall be eligible for re-appointment provided that no Trustee may continue to serve after nine years in office unless the Board resolves that exceptional circumstances apply in which case a Trustee may serve for a further term of up to one year.

For the purposes of this Article 16.1 a "year" shall mean a complete period of service between two Board Appointment Meetings.

- 16.2 In relation to Trustees in office on the date these Articles are adopted, the Trustees shall determine their outstanding terms of service as they see fit subject to the time limit on service under Article 16.1.

## **17 Disqualification, resignation and removal of Trustees**

- 17.1 A Trustee shall cease to be a Trustee if the Trustee:-
- 17.1.1 becomes bankrupt or makes any arrangement or composition with their creditors;
  - 17.1.2 is disqualified by law from serving as a company director unless there is an appropriate exception in place;
  - 17.1.3 is disqualified by law from serving as a charity trustee unless a waiver has been granted;
  - 17.1.4 is considered by the Board to have become incapable, whether mentally or physically, of managing their own affairs and a majority of the other Trustees resolve that they must cease to hold office;
  - 17.1.5 resigns by notice in Writing to the Trustees (but only if at least three Trustees will remain in office when the resignation is to take effect);
  - 17.1.6 is absent without permission from three consecutive meetings of the Trustees and it is resolved by a majority of the other Trustees to remove the Trustee;
  - 17.1.7 breaches their duties under the Companies Act and in particular the duties for the proper management of conflicts of interest and the Board resolves to remove them by a resolution by 75 per cent. of the other Trustees present and voting at a meeting and that prior to such a meeting the Trustee in question has been given written notice of the intention to propose such a resolution at the meeting;
  - 17.1.8 is removed from office by a resolution of at least 75 per cent. of the other Trustees present and voting at a Board meeting provided:
    - (a) at least half of the serving Trustees are present at the meeting; and
    - (b) that prior written notice of meeting and the intention to propose such a resolution has been given to the Trustee in question; or
  - 17.1.9 dies.

## **18 Notification of change of Trustees**

- 18.1 All appointments, retirements or removals of Trustees and the Company Secretary (if any) must be notified to the Registrar of Companies and the Charity Commission.

### **DECISION-MAKING BY THE TRUSTEES**

## **19 Meetings of the Board**

- 19.1 The Trustees must hold at least four meetings each year.
- 19.2 The Board may meet, adjourn and run its meetings as it wishes, subject to these Articles and the Companies Act.

## **20 Calling a meeting**

20.1 The Charity, if requested by the Chair or a Trustee, must call a meeting of the Board.

## **21 Participation in meetings**

21.1 Board meetings may be held in person, by telephone, or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.

## **22 Quorum for Board meetings**

22.1 The quorum for a Board meeting is two Trustees or one third of the Trustees (if greater).

22.2 A Trustee shall not be counted in the quorum at a meeting in relation to a resolution on which they are not entitled to vote.

## **23 Chair of Board meetings**

23.1 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each Board meeting.

## **24 Voting**

24.1 Matters for decision at any meeting must be decided by a majority of votes and each Trustee has one vote (including the Chair).

24.2 If the votes are equal, the Chair has a second or casting vote.

## **25 Resolutions in Writing without a Board meeting**

25.1 A resolution in Writing Signed by all of the Trustees is as valid as if it had been passed at a properly held meeting of the Board. The resolution may consist of several documents in the same form Signed by one or more of the Trustees.

## **26 Officers of the Board**

26.1 The Trustees may appoint or remove the Chair or any other officers that it wishes. Officers shall be appointed from among the Trustees, with the exception of the Company Secretary who may but need not be a Trustee.

## **27 Board's right to act despite vacancies**

27.1 The Board may act despite any vacancy on the Board, but if the number of Trustees falls below the number fixed as the quorum, it may act only to appoint further Trustees.

## **28 Validity of acts done at meetings**

28.1 If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee, anything done before the discovery is valid.

## **29 Advisory councils**

- 29.1 The Board may establish advisory councils to provide advice and guidance to the Board on any issues relevant to the Charity.
- 29.2 The Board may make Regulations to govern advisory councils.

## **DELEGATION BY THE BOARD AND COMMITTEES**

### **30 Delegation by the Board**

- 30.1 Subject to the Articles, the Trustees may delegate any of the powers which are conferred on them under the Articles:
  - 30.1.1 to such person or committee;
  - 30.1.2 by such means (including by power of attorney);
  - 30.1.3 to such an extent;
  - 30.1.4 in relation to such matters; and
  - 30.1.5 on such terms and conditions;as they think fit.
- 30.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom, or committee to which, they are delegated.
- 30.3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

### **31 Delegation to committees**

- 31.1 Any delegation to a committee must specify those who are to serve on the committee and the Board may co-opt any person who is not a Trustee to serve on a committee, provided that a committee must include at one Trustee at all times.
- 31.2 All acts and proceedings of a committee must be reported to the Board as soon as possible.
- 31.3 A committee must not knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Board in accordance with a budget approved by the Board.
- 31.4 A committee may elect a chair of its meetings if the Board does not nominate one.
- 31.5 If at any meeting the committee's chair is not present within ten minutes after the appointed starting time, the committee members present may choose one of their number to be chair of the meeting.



## **32 Meetings of Committees**

- 32.1 Unless the terms of reference for a committee provide otherwise:
- 32.1.1 a committee may meet and adjourn whenever it chooses;
  - 32.1.2 questions at a committee meeting must be decided by a majority of votes of the committee members present and in the case of an equality of votes, the chair of the committee meeting shall have a casting vote; and
  - 32.1.3 a committee must have minutes entered in minute books.
- 32.2 If it is discovered that there was some defect in the procedure at a meeting of a committee, or in the appointment of a committee member, anything done before such discovery is valid.

## **ADMINISTRATIVE MATTERS**

### **33 Amendments to these Articles**

- 33.1 No amendments may be made to these Articles which would cause the Charity to cease to be a charity in law.
- 33.2 Amendments may only be made to the following Articles, with the prior written consent of the Charity Commission:
- 33.2.1 the Objects; or
  - 33.2.2 any provision relating to what happens to the Charity's property on dissolution; or
  - 33.2.3 any provision which would provide for any benefit to be obtained by Trustees or persons connected with them.
- 33.3 The Charity shall inform the Charity Commission and Companies House of any alterations to the Articles.

### **34 Limited liability and guarantee**

- 34.1 Each Member undertakes to pay £1 in the event of the Charity being wound up or dissolved while they are a Member or within one year after ceasing to be a Member, towards:-
- 34.1.1 payment of the debts and liabilities of the Charity incurred before they ceased to be a Member;
  - 34.1.2 payment of the costs, charges and expenses of winding up; and
  - 34.1.3 adjustment of the rights of the contributories among themselves.
- 34.2 The liability of the Members is limited to £1.

### **35 Appointment and Removal of a Company Secretary**

- 35.1 The Board may (but need not) appoint and remove a Company Secretary in accordance with the Companies Act and may decide their period of office, pay and any conditions of service.

### **36 Actions of Trustees and Company Secretary**

- 36.1 The Companies Act says that some actions must or may be taken both by a Trustee and by the Company Secretary. If one person is both a Trustee and Company Secretary, that one person may not act in the capacity of both Trustee and Company Secretary for any business that requires the action of both a Trustee and the Company Secretary.

### **37 Appointment of Reporting Accountants or Auditors**

- 37.1 The Charity must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Charity's income or assets from time to time makes this a legal requirement.

### **38 Honorary Officers**

- 38.1 The Board may appoint and remove any person for such terms as they think fit as the President or Patron of the Charity. Such posts are honorary only and carry no vote or other rights.

### **39 Records**

- 39.1 The Board must keep records of:-
- 39.1.1 all proceedings at Board meetings (including the names of the Trustees present);
  - 39.1.2 all written resolutions;
  - 39.1.3 all reports of committees;
  - 39.1.4 all proceedings at general meetings; and
  - 39.1.5 all professional advice received.
- 39.2 Board minutes must be kept for a minimum of 10 years from the date of the meeting.

### **40 Articles, accounts and other statutory records**

- 40.1 The accounts, the Articles and any Regulations must be kept at the Office or at a single alternative inspection location decided by the Board.
- 40.2 The Articles and any Regulations must be available for inspection by the Members of the Charity and any Member who requests a copy of the Articles must be sent a copy.
- 40.3 The accounts must always be open to inspection by Trustees.

## **41 Accounts and returns**

- 41.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit or examination of accounts and the preparation of accounts, and annual reports and returns.
- 41.2 The Board must, for each financial year, send a copy of its annual accounts and reports (or if applicable summary financial statements) to every person who is entitled to receive notice of general meetings at the same time as they file the accounts with Companies House, within 9 months of the end of the Charity's financial year.
- 41.3 Copies need not be sent to a person for whom the Charity does not have a current address (as defined in the Companies Act).
- 41.4 To the extent required by law, the Board must file the accounts and reports (or summary financial statements) with Companies House within 9 months of the end of the Charity's financial year or within any other deadlines specified by law.
- 41.5 The Board must file with the Charity Commission the accounts and reports (or summary financial statements) and all annual returns and other documents that are required to be filed, within 10 months of the end of the Charity's financial year or any other deadlines specified by the Charity Commission.

## **42 Service of Notices**

- 42.1 The Charity may provide notices, accounts or other documents to any Member either:
  - 42.1.1 in person; or
  - 42.1.2 by hand-delivery or ordinary post to the Member's registered address;
  - 42.1.3 if the Member has provided the Charity with an email address, by email to that address (subject to the Member having consented to receipt of the notice, documents or accounts in this way); or
  - 42.1.4 in accordance with the provisions for communication by website set out below.
- 42.2 If a Member lacks a registered postal address within the United Kingdom, the notice, accounts or documents may be sent to any postal address within the United Kingdom which the Member has provided to the Charity for that purpose, or in accordance with the other methods set out in Article 42.1.
- 42.3 If a notice, accounts or other documents are sent by post, they will be treated as having been served by the Charity correctly addressing, pre-paying and posting a sealed envelope containing them. If sent by email they will be treated as properly sent if the Charity receives no indication that they have not been received.
- 42.4 Any notice or other document sent in accordance with these Articles is to be treated as having been received:

- 42.4.1 if sent by post, 48 hours after the envelope containing them was posted if posted by first class post and 72 hours after posting if posted by second class post or overseas post;
  - 42.4.2 if sent by email, 24 hours after having been properly sent; or
  - 42.4.3 immediately on being handed to the recipient personally.
- 42.5 The Charity may assume that any e-mail address provided to it by a Member remains valid unless the Member informs the Charity that it is not.
- 42.6 Where a Member has informed the Charity in Writing of their consent, or has given deemed consent in accordance with the Companies Act, to receive notices, accounts or other documents from the Charity by means of a website, such information will be validly given if the Charity sends that Member a notification informing them that the documents forming part of the notice, the accounts or other documents, may be viewed on a specified website. The notification must provide the website address, and the place on the website where the information may be accessed and an explanation of how it may be accessed. If the information relates to a general meeting, the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

### **43 Irregularities**

- 43.1 The making of any decision or the proceedings at any meeting of the Trustees, Members or a committee shall not be invalidated by reason of:
- 43.1.1 any accidental informality or irregularity (including any accidental omission to give, or any non-receipt of, notice,); or
  - 43.1.2 the lack of qualification in any of the persons present and voting,
- unless a provision of the Companies Act specifies that the informality, irregularity or lack of qualification shall exclude it.

### **44 Who is entitled to Notice of General Meetings**

- 44.1 Notice of every general meeting must be given to:-
- 44.1.1 every Member (except those Members who lack a registered postal address within the United Kingdom and have not given the Charity a postal address for notices within the United Kingdom);
  - 44.1.2 the reporting accountants or auditor of the Charity;
  - 44.1.3 all Trustees; and
  - 44.1.4 any President or other honorary position.

### **45 Regulations**

- 45.1 The Board may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise

need to be made by a Special Resolution. No regulation may be made which invalidates any prior act of the Board which would otherwise have been valid.

#### **46 Winding-up of the Charity**

- 46.1 The Board or a general meeting may decide at any time to dissolve the Charity. If the Charity is wound up or dissolved, and there remains any property after all debts and liabilities have been met, the property must be given or transferred to some other charitable institution or institutions. This other institution(s) must have objects which are the same as or similar to those of the Charity.
- 46.2 The institution or institutions will be chosen by the Trustees of the Charity at or before the time when the Charity is wound-up or dissolved.