

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE COMPANY LIMITED BY GUARANTEE

Company Number **10392574**

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

BIRMINGHAM CHARITIES LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **23rd September 2016**



* N10392574I *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **23/09/2016**

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*Company Name in
full:*

BIRMINGHAM CHARITIES LIMITED

Company Type:

Private company limited by guarantee

*Situation of
Registered Office:*

England and Wales

*Proposed Registered
Office Address:*

**C/O LEGAL SERVICES DEPARTMENT 10 WOODCOCK STREET
BIRMINGHAM
ENGLAND B7 4BL**

Sic Codes:

88990

Company Director 1

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **BIRMINGHAM CITY COUNCIL**

Address **C/O LEGAL SERVICES 10 WOODCOCK STREET
BIRMINGHAM
UNITED KINGDOM
B7 4BL**

Amount Guaranteed **1.000000**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION OF

Birmingham Charities Limited

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber
Birmingham City Council

Dated: 23 September 2016

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF

Birmingham Charities Limited

1. NAME

The name of the Company is **Birmingham Charities Limited (and in this document it is called the Charity)**

2. INTERPRETATION

In these Articles:

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

"AGM" means an annual general meeting of the Charity

"the Articles" means these articles of association

"Chairman" means the chairman of the Trustees

"the Charity" means the company intended to be regulated by these Articles

"charity trustee" has the meaning prescribed by section 177 of the Charities Act 2011

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

1. The day when notice is given or deemed to be given; and
2. The day for which it is given or on which it is to take effect

"the Commission" means the Charity Commission for England and Wales

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

"Connected Person" means:

1. any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or
2. any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or
3. any person carrying on business in partnership with the Trustee or with any person falling within 1. or 2. above; or

4. an institution which is controlled –

4.1 by the Trustee or any Connected Person falling within paragraph 1., 2. or 3. above; or

4.2 by two or more persons falling within sub-paragraph(i), when taken together; or

4.3 any company or firm of which a Trustee or any Connected Person falling within paragraph 1., 2. or 3. above is a paid director, partner or employee, or shareholder holding more than 1% of the capital.

"the Directors" means the directors of the Charity. The directors are charity trustees as defined by section 177 of the Charities Act 2011

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

"EGM" means an extraordinary general meeting of the Charity

"electronic form" has the meaning given in section 1168 of the Companies Act 2006

"financial expert" means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000

"material benefit" means a benefit which may not be financial but has a monetary value

"member" and "membership" refer to membership of the Charity

"Memorandum" means the Charity's Memorandum of Association

"officers" includes the trustees and secretary (if any)

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

"month" means calendar month

"the Objects" means the Objects of the Charity as defined in clause 5 of the Articles

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

"Trustee" means a Director of the Charity and "Trustees" means all of the Directors.

"the United Kingdom" means Great Britain and Northern Ireland

"written" or "in writing" refers to a legible document on paper including a fax message

"year" means calendar year

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

2.3 Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when these articles become binding on the Charity

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

3. LIMITED LIABILITY

The liability of the members is limited to a sum not exceeding £1.00[one pound sterling], being the amount that each member undertakes to contribute to the assets of the charity in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:

- (1) payment of the charity's debts and liabilities incurred before he or she ceases to be a member;
- (2) payment of the costs, charges and expenses of winding up; and
- (3) adjustment of the rights of the contributories among themselves.

4. GUARANTEE

Every member promises, if the Charity is dissolved while he or she is a Member or within twelve months after he or she ceases to be a Member, to contribute such sum (not exceeding £10) as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories amongst themselves.

5. OBJECTS

The objects of the Charity ('Objects') are specifically restricted to the following:

- 5.1 The Objects and purposes of the Charity are to fund general charitable activity, for the benefit, and on behalf of, the citizens of Birmingham.
- 5.2 To promote the objects and purposes of any charity where Birmingham City Council is Sole Corporate Trustee ("relevant charity")
- 5.3 **Subject to a resolution of any relevant charity**, to hold the legal title to any land, buildings, and any other relevant assets which are held in trust by any relevant charity.
- 5.4 To further such other exclusively charitable purposes according to the law of England and Wales as the trustees in their absolute discretion from time to time determine.

6. POWERS

The Charity has the power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the Charity has power:

- 6.1 to repair, renovate, restore, rebuild and generally promote the preservation of any buildings or land
- 6.2 to buy or otherwise acquire furniture and other equipment for use in connection with any such buildings or land; and to sell, lease or otherwise dispose of any such furniture or equipment
- 6.3 to make such arrangements as are necessary to enable the public to view and enjoy any buildings or land (whether free or at a charge)
- 6.4 to make planning applications, applications for consent under by-laws or building regulations and other like applications
- 6.5 to promote or carry out research

- 6.6 to provide advice
- 6.7 to publish or distribute information and by publishing books or pamphlets or in other appropriate manner to make known to the public the existence of buildings of particular beauty or historical, architectural or constructional interest or the features of especial interest of such buildings
- 6.8 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them
- 6.9 to support, administer, act as trustee of or set up other charities formed for any of the charitable purposes included in the Objects
- 6.10 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects
- 6.11 to acquire or hire property of any kind
- 6.12 to sell, lease or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by sections 117 and 122 of the Charities Act 2011), such letting or disposal to be subject to such covenants, conditions and restrictions as are reasonably necessary to ensure the preservation of any buildings or land
- 6.13 to raise funds and trade in the course of carrying out the Objects and carry on any other trade which is not expected to give rise to taxable profits and to incorporate subsidiary trading companies to carry on any trade
- 6.14 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Charity must comply as appropriate with sections 124 - 126 of the Charities Act 2011, if it wishes to mortgage land
- 6.15 to make grants or loans of money and to give guarantees
- 6.16 to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves
- 6.17 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 6.18 to delegate the management of investments to a financial expert, but only on terms that:
 - 6.18.1 the investment policy is set down in writing for the financial expert by the Trustees
 - 6.18.2 every transaction is reported promptly to the Trustees
 - 6.18.3 the performance of the investments is reviewed regularly with the Trustees
 - 6.18.4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 6.18.5 the investment policy and the delegation arrangement are reviewed at least once a year
 - 6.18.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
 - 6.18.7 the financial expert must not do anything outside the powers of the Trustees

- 6.19 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 6.20 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 6.21 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 109 of the Charities Act 2011
- 6.22 subject to Article 7, to employ paid or unpaid agents, staff or advisers as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Trustee only to the extent it is permitted to do so by Article 7 and provided it complies with the conditions in that article.
- 6.23 to enter into contracts to provide services to or on behalf of other bodies
- 6.24 to establish and support or aid subsidiary companies and subscribe, lend or guarantee money or other property in furtherance of the Objects.
- 6.25 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and a charity.
- 6.26 to do anything else within the law which promotes or helps to promote the Objects

7. BENEFITS TO MEMBERS AND TRUSTEES

- 7.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the **members** of the Charity but:
 - 7.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
 - 7.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity
 - 7.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
 - 7.1.4 individual members and Trustees who are beneficiaries may receive charitable benefits in that capacity
- 7.2 No Trustee or Connected Person may:
 - 7.2a buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
 - 7.2b sell goods, services or any interest in land to the Charity;
 - 7.2c be employed by, or receive any remuneration from, the Charity; or
 - 7.2d receive any payment of money or other material benefit (whether directly or indirectly) from the Charity; except
 - 7.2.1 as mentioned in clauses 6.21, 7.1.2, 7.1.3 or 7.1.3?

- 7.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
 - 7.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
- 7.2.4 any benefit from the charity in the capacity of a beneficiary of the charity provided that a majority of the trustees do not benefit in this way
 - 7.2.5 payment to any company in which a Trustee or Connected Person has no more than a one per cent shareholding
 - 7.2.6 in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance)
- 7.3 A Trustee may not be an employee of the Charity, but a Trustee or a Connected Person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
 - 7.3.1 the goods or services are actually required by the Charity
 - 7.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 7.5
 - 7.3.3 the amount or maximum amount of the payment for the goods is set out in an agreement in writing between:
 - 7.3.3a the Charity or its Trustees (as the case may be); and
 - 7.3.3b the Trustee or Connected Person supplying the goods ("the Supplier") under which the Supplier is to supply the goods in question to or on behalf of the Charity.
 - 7.3.4 the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than with someone who is not a Trustee or Connected Person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or Connected Person against the disadvantages of doing so
 - 7.3.5 the reason for their decision is recorded by the Trustees in the minute book.
 - 7.3.6 no more than one half of the Trustees are subject to such a contract in any financial year
 - 7.3.7 the supplier is absent from the part of any meeting at which there is a discussion of the proposal to enter into a contract or arrangement with him or it with regard to the supply of goods to the charity
 - 7.3.8 the supplier does not vote on any such matter and is not to be counted when calculating the quorum of trustees present at the meeting
- 7.4 In sub-clauses 2 and 3 of this Article 7 "Charity" shall include any company in which the Charity:
 - 7.4.1 holds more than 50% of the shares; or
 - 7.4.2 controls more than 50% of the voting rights attached to the shares; or
 - 7.4.3 has the right to appoint one or more directors to the board of the company.

7.5 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:

7.5.1 declare an interest at or before discussion begins on the matter

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

7.5.3 not be counted in the quorum for that part of the meeting

7.5.4 withdraw during the vote and have no vote on the matter

7.6 This clause may not be amended without the prior written consent of the **Commission**

8. MEMBERSHIP

8.1 The Charity must maintain a register of names and addresses of the members

8.2 Membership of the Charity is open to any individual interested in promoting the Objects who:

8.2.1 applies to the Charity in the form required by the Trustees;

8.2.2 is approved by the Trustees; and

8.2.3 signs the Register of members or consents in writing to become a member

8.3 Where the members refuse an application for membership:

8.3.1 the members must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision

8.3.2 consider any written representations the applicant may make about the decision

8.3.3 the members' decision following any written representations must be notified in writing but shall be final.

8.4 The Trustees may establish different classes of membership and prescribe their respective rights and obligations and shall record the rights and obligations in the register of members. The Trustees may not directly or indirectly alter the rights and obligations attached to a class of membership unless:

8.4.1 three-quarters of the members of that class consent in writing to the variation: or

8.4.2 a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.

8.5 The Trustees may set the amounts of any subscriptions

8.6 Membership is terminated if the member concerned:

8.6.1 gives written notice of resignation to the Charity, unless, after the resignation, there would be less than two members;

- 8.6.2 dies or, if it is an organisation ceases to exist;
- 8.6.3 is six months in arrears in paying the relevant subscription (if any) if the Trustee so resolves (but in such a case the member may be reinstated on payment of the amount due); or
- 8.6.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity.

8.7 Membership of the Charity is not transferable

9. GENERAL MEETINGS

9.1 The Charity must hold its first AGM within eighteen months after the date of its incorporation

9.2 An AGM must be held in each subsequent year and not more than fifteen months may elapse between successive AGMs.

9.3 At an AGM the members:

- 9.3.1 receive the accounts of the Charity for the previous financial year;
- 9.3.2 receive the Trustees' report on the Charity's activities since the previous AGM;
- 9.3.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
- 9.3.4 elect persons to be Trustees to fill the vacancies arising
- 9.3.5 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity and
- 9.3.6 discuss any issues of policy or deal with any other business put before them.

9.4 A general meeting may be called at any time by the Trustees and must be called within 21 days on a written request from at least 2 of the members entitled to vote

9.5 Any meeting relating to the variation of the rights of any class of members shall be subject to the provisions in these Articles about general meetings.

10. NOTICE OF GENERAL MEETINGS

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

10.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights

10.3 The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an AGM, the notice must say so. The notice must also contain a statement setting out the rights of members to appoint a proxy under section 324 of the Companies Act 2006 and Articles 11.15 and 11.16.

10.4 The notice must be given to all the members and to the Trustees and auditors.

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

11. PROCEEDINGS AT GENERAL MEETINGS

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

11.2 A quorum is:

11.2.1 3 members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting; or

11.2.2 3 of the total voting membership at any time

whichever is the greater.

11.3 If:

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

11.3.2 during a meeting a quorum ceases to be present:

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

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

11.5 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.

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

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

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

11.9 If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.

11.10 The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.

11.11 The person chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.

11.12 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

11.13 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the time, date and place of the meeting.

11.14.1 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:

11.14.1a by the person chairing the meeting; or

11.14.1b by at least two members present in person or by proxy and having the right to vote at the meeting; or

11.14.1c by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

11.14.2a The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.

11.14.2b the result of the vote must be recorded in the minutes of the Charity but the number or proportion of the votes cast need not be recorded.

11.14.3a A demand for a poll may be withdrawn before the poll is taken, but only with the consent of the person who is chairing the meeting.

11.14.3b If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.

11.14.4a A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of that poll.

11.14.4b The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

11.14.5a A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately

11.14.5b A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.

11.14.5c The poll must be taken within thirty days after it is demanded.

11.14.5d If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

11.14.5e If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

11.15 Content of Proxy Notices

11.15.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") either in the following form:

"Birmingham Charities Limited

Name of member appointing the proxy:

Address:

I/We hereby appoint [name of proxy] of [address of proxy] as my/our proxy to vote in my/our name(s) and on my/our behalf at the meeting of the Charity to be held on [date], and at any adjournment thereof.

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

Resolution 1 *for *against *abstain *as the proxy thinks fit

Resolution 2 *for *against *abstain *as the proxy thinks fit

All other resolutions properly put to the meeting *for *against *abstain *as the proxy thinks fit

* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signed:

Dated: " "

or in any other form which the Trustees may approve.

Every proxy notice must:

11.15.1a state the name and address of the member appointing the proxy;

11.15.1b identify the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

11.15.1c be signed by or on behalf of the member appointing the proxy, or be authenticated in such manner as the Trustees may determine; and

11.15.1d be delivered to the Charity in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

11.15.2 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

11.15.3 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.

11.15.4 Unless a proxy indicates otherwise, it must be treated as:

11.15.4a 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

11.15.4b 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.

11.16 Delivery of Proxy Notices

11.16.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.

11.16.2 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person to whom or on whose behalf the proxy notice was given.

11.16.3 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.

11.16.4 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.

12. WRITTEN RESOLUTIONS

12.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

12.1.1 a copy of the proposed resolution has been sent to every eligible member;

12.1.2 a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members has signified its agreement to the resolution;

12.1.3 it is contained in an authenticated document which has been received at the registered office within 28 days beginning with the circulation date.

12.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.

13. VOTES OF MEMBERS

13.1 Subject to Article 8.4, every member shall have one vote

13.2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

13.3 Any organisation that is a member of the charity may nominate any person to act as its representative at any meeting of the charity.

13.4 The organisation must give written notice to the charity of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the charity. The nominee may continue to represent the organisation until written notice to the contrary is received by the charity.

13.5 Any notice given to the charity will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has not been revoked. The Charity shall not be required to consider whether the nominee has been properly appointed to the organisation.

14. THE TRUSTEES

14.1 The Trustees have control of the Charity and its property and funds.

14.2 The Trustees when complete consist of at least 3 and not more than 5 individuals, all of whom must be members

14.3 The individuals who signed the form IN01 as vouching consent to act as directors are the first Trustees of the Charity.

14.4 For the avoidance of doubt, no individual may be appointed a Trustee unless he or she is willing to act as a charity trustee of the Charity.

14.5 Any natural person aged 18 years or older who is willing to act as a Trustee, and who is not disqualified from acting as a Trustee, may be appointed as a Trustee by ordinary resolution of the members.

- 14.6 Trustees shall be appointed for a first term of up to three years and, if willing, may be appointed for a second consecutive term of up to three years after which time they should retire.
- 14.7 In exceptional circumstances, on a majority vote of the other Trustees, a Trustee may serve a third term of three years after which time he or she must retire.
- 14.8 A Trustee's term of office automatically terminates if he or she:
- 14.8.1 ceases to be a Director by virtue of any provision in the Companies Acts or is prohibited by law from being a Director
 - 14.8.2 is disqualified by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision) from acting as a charity trustee
 - 14.8.3 is in the reasonable belief of the Trustees suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office
 - 14.8.4 is absent from three consecutive meetings of the Trustees and the Trustees resolve that he or she should vacate office
 - 14.8.5 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM)
 - 14.8.6 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)
 - 14.8.7 is removed by resolution passed by a simple majority of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
- 14.9 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM .
- 14.10 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 14.11 The Trustees must not be paid any remuneration unless it is authorised in accordance with Article 7.

15. PROCEEDINGS OF TRUSTEES

- 15.1 Trustees may regulate their proceedings as they see fit, subject to the provisions of the articles
- 15.2 The Trustees must hold at least one meeting each year.
- 15.3 A quorum at a meeting of the Trustees is three Trustees. A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 15.4 If the number of Trustees is less than the number fixed as the quorum the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 15.5 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

- 15.6 No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made. "Present" includes being present by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants.
- 15.7 The Chairman or Vice Chairman (or if either is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 15.8 The Chairman, Vice Chairman or appointed trustee shall have no functions or powers except those conferred by these articles or delegated to him or her by the trustees
- 15.9 Every issue may be determined by a simple majority of the votes cast at a meeting.
- 15.10.1 A resolution in writing or in electronic form agreed by a simple majority of all the Trustees entitled to receive notice of a meeting of the Trustees or of a committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held provided that:
- 15.10.1aa copy of the resolution is sent or submitted to all the Trustees eligible to vote; and
- 15.10.1ba simple majority of the Trustees has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date.
- 15.10.2 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more of the Trustees has signified their agreement.
- 15.11 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 15.12 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 15.13 A Trustee may not appoint an alternate trustee or anyone to act on his or her behalf at meetings of the Trustees.
- 15.14.1 Subject to Article 15.12.2 all acts done by a meeting of Trustees or of a committee of Trustees shall be valid notwithstanding the participation in any vote of a Trustee:
- 15.14.1a who was disqualified from holding office;
- 15.14.1b who had previously retired or who had been obliged by these Articles to vacate office;
- 15.14.1c who was not entitled to vote on the matter whether by reason of conflict of interest or otherwise;
- If without:
- 15.14.1d the vote of that Trustee; and
- 15.14.1e the Trustee being counted in the quorum;
- the decision has been made by a majority of the Trustees at a quorate meeting.
- 15.14.2 Article 15.12.1 does not permit a Trustee or a Connected Person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or a committee of Trustees if but for

Article 15.12.1 the resolution would have been void or if the Trustee has not complied with Article 17.

16. POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity:

- 16.1** to appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity.
- 16.2** to appoint a Chairman, Treasurer and other honorary officers from among their number
- 16.3.1** to delegate any of their functions to committees consisting of two or more individuals appointed by them but the terms of any delegation must be recorded in the minute book.
- 16.3.2** The Trustees may impose conditions when delegating, including the conditions that:
 - 16.3.2a** the relevant powers are to be exercised exclusively by the committee to whom they delegate;
 - 16.3.2b** no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.
- 16.3.3** The Trustees may revoke or alter a delegation.
- 16.3.4** All acts and proceedings of any committees must be fully and promptly reported to the Trustees.
- 16.4** to make Standing Orders consistent with the Companies Acts, **these Articles** and any special resolution to govern proceedings at general meetings
- 16.5** to make Rules consistent with the Companies Acts, these Articles and any special resolution to govern proceedings at their meetings and at meetings of committees
- 16.6** to make Regulations consistent with the Companies Acts, these Articles and any special resolution to govern the administration of the Charity and the use of its seal (if any)
- 16.7** to establish procedures to assist the resolution of disputes within the Charity
- 16.8** to exercise any powers of the Charity which are not reserved to a general meeting.
- 16.9** No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- 16.10** Any meeting at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

17. DECLARATION OF TRUSTEES' INTERESTS

A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest), unless a majority of the other Trustees present determine that it is in best interests of the Charity that the conflicted Trustee remain present. The reason for inviting the conflicted Trustee to remain present shall be recorded in the minutes.

18. CONFLICTS OF INTERESTS

- 18.1** If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in these Articles the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:
- 18.1.1** the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - 18.1.2** the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
 - 18.1.3** the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.
- 18.2** In this Article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a Connected Person.

19. SEAL

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

20. MINUTES

The Trustees must keep minutes of all:

- 20.1** appointments of officers made by the Trustees;
- 20.2** proceedings of meetings of the Charity;
- 20.3** meetings of the Trustees and committees of the Trustees including:
 - 20.3.1** the names of Trustees present at the meeting;
 - 20.3.2** the decisions made at the meetings; and
 - 20.3.3** where appropriate the reasons for the decisions.

21. ACCOUNTS

- 21.1** The Trustees must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow the accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of any applicable Statements of Recommended Practice.
- 21.2** The Trustees must keep accounting records as required by the Companies Acts.

22. ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES

22.1 The Trustees must comply with the requirements of the Charities Act 2011 with regard to the:

21.1.1a transmission of statements of account of the Charity;

21.1.1b preparation of an Annual Report and its transmission to the Commission;

21.1.1c preparation of an Annual Return and its transmission to the Commission.

22.2 The Trustees must notify the Commission promptly of any changes to the charity's entry on the Central Register of Charities.

23. MEANS OF COMMUNICATION TO BE USED

23.1.1 Subject to the Articles anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Charity.

23.1.2 Subject to the Articles any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices for the time being.

24. NOTICES

24.1 Any notice to be given to or by any person pursuant to the Articles:

23.1.1 must be in writing; or

23.1.2 must be given in electronic form.

24.2.1 The Charity may give notice to any member either:

23.2.1a personally; or

23.2.1b by sending it by post in a prepaid envelope addressed to the member at his or her address;
or

23.2.1c by leaving it at the address of the member; or

23.2.1d by giving it in electronic form to the member's address

23.2.1e by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the website. The notification must state that it concerns a notice of a company meeting and must specify the place and date and time of the meeting.

24.2.2 A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

24.3 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.

24.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

24.5 Proof that an electronic form of notice was given shall be conclusive where the Charity can demonstrate that it was properly addressed and sent in accordance with section 1147 of the Companies Act 2006.

24.6 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:

23.6.1 48 hours after the envelope containing it was posted; or

23.6.2 in the case of an electronic form of communication 48 hours after it was sent.

25. INDEMNITY

25.1 The Charity shall indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.

25.2 In this article a "Trustee" means any Trustee or former Trustee of the Charity.

26. RULES

26.1 The trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the charity.

- 26.2 The bye laws may regulate the following matters subject to the express provisions of these articles but are otherwise not restricted to them
- 26.2.1 the conduct of members of the charity in relation to one another, and to the charity's employees or volunteers,
 - 26.2.2 the procedure at general meetings and meetings of the trustees in so far as such procedure is not regulated by the Companies Act or by the articles
 - 26.2.3 generally, all such matters as are commonly the subject matter of company rules
- 26.3 The charity in general meetings has the power to alter, add to or repeal the rules and bye laws
- 26.4 The trustees must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the charity
- 26.5 The rules or bye laws shall be binding on all members of the charity. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the articles.
27. DISPUTES
- 27.1 If any dispute arises between members of the company about the validity or propriety of anything done by the members of the charity under these articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try and in good faith settle the dispute either by reference to the Charity Commission as the regulatory body or by mediation before resorting to litigation
28. DISSOLUTION
- 28.1 The members of the Charity may at any time before and in expectation of its dissolution resolve that any nett assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:
- 28.1.1 directly for the Objects; or
 - 28.1.2 by transfer to any charity or charities for purposes similar to the Objects; or
 - 28.1.3 to any charity or charities for use for particular purposes that may fall within the Objects.
- 28.2 Subject to any such resolution of the members of the Charity the Trustees of the Charity may at any time before and in expectation of its dissolution resolve that any nett assets of the Charity after all its debts have been paid or provision made for them shall on or before dissolution of the Charity be applied or transferred:
- 28.2.1 directly for the Objects; or
 - 28.2.2 by transfer to any charity or charities for purposes similar to the Objects; or
 - 28.2.3 to any charity or charities for use for particular purposes that may fall within the Objects.
- 28.3 In no circumstances shall the nett assets of the Charity be paid to or distributed among the members of the Charity and if no resolution in accordance with Articles 25.1 or 25.2 is passed by the members

or the Trustees the nett assets of the Charity shall be applied for charitable purposes as directed by the Court or the Commission.