

**A**

**Articles  
of Association**

of

**PLUNKETT FOUNDATION**

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 2006

Anthony Collins Solicitors LLP  
134 Edmund Street  
Birmingham  
B3 2ES

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**COMPANY NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**PLUNKETT FOUNDATION**

**PART A. INTRODUCTION**

**1 INTERPRETATION**

1.1 In these Articles:

“the Act”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Charity and any statutory modification or re-enactment thereof for the time being in force
“the Articles”	means these Articles of Association of the Charity
“the Board”	means the board of Trustees of the Charity and (where appropriate) includes a Committee and the Trustees acting by written resolution
“Board Meeting”	means a meeting of the Board
“Business Day”	means any day other than a Saturday, Sunday, bank holiday or public holiday
“Chair”	means (subject to the context) either the person elected as chair of the Charity under Article 26 or where the chair of the Charity is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
“the Charity”	means the company intended to be regulated by the Articles
“Charity Commission”	means the Charity Commission for England and Wales
“Clear Days”	in relation to a period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
“Committee”	means a committee of the Board exercising powers delegated to it by the Board

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“Companies House”	means the office of the Registrar of Companies
“electronic form” and “electronic means”	have the meaning given to such terms in section 1168 of the Act
“General Meeting”	means a meeting of Members
“including”	means “including without limitation” and “include” and “includes” are to be construed accordingly
“Member”	means a member for the time being of the Charity who is admitted under Article 6
“the Memorandum”	means the Memorandum of Association of the Charity
“the Objects”	means the objects of the Charity set out in Article 3
“Observers”	means those persons (other than Trustees) present under Article 28 at a Board Meeting
“Registered Office”	means the registered office of the Charity
“Secretary”	means the secretary of the Charity including a joint, assistant or deputy secretary
“Treasurer”	means the person elected as the treasurer under Article 26
“Trustee”	means a company director and charity trustee of the Charity who is appointed under Article 19
“United Kingdom”	means Great Britain and Northern Ireland
“Vice-Chair”	means a person elected as a Vice-Chair of the Charity under Article 26
“Working Party”	means a body established by the Board to make recommendations to the Board but without decision-making powers
“writing” and “written”	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 the Articles:

1.2.1 terms defined in the Act are to have the same meaning;

1.2.2 references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa;

- 1.2.3 references to “organisations” or “persons” include but are not limited to corporate bodies, public bodies, unincorporated associations, trusts and partnerships;
- 1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;
- 1.2.5 references to articles are to those within the Articles; and
- 1.2.6 headings are not to affect the interpretation of the Articles.
- 1.3 For the avoidance of doubt the system of law governing the Memorandum and the Articles is the law of England and Wales.
- 1.4 None of the model articles in the Companies (Model Articles) Regulations 2008 apply to the Charity.

## **2 NAME**

The name of the Charity is “Plunkett Foundation”.

## **3 OBJECTS**

The Charity’s Objects for the public benefit are specifically restricted to the following:-

- 3.1 to promote social inclusion, both nationally and internationally, by supporting the growth of the Community Business Sector primarily in rural areas to assist those who are socially excluded, prevent people from becoming socially excluded, relieving the needs of those people who are socially excluded and assisting them to integrate into society, in particular but not exclusively by:
  - 3.1.1 providing or assisting in the provision of advisory and consultancy services,
  - 3.1.2 managing projects involving the Community Business Sector, and
  - 3.1.3 contributing to the development of policy concerning those organisations.

For the purpose of this clause ‘socially excluded’ means being excluded from society, or parts of society, as a result of one or more of the following factors: being resident in a rural locality which lacks, or has restricted access to, adequate facilities and amenities or which has reduced or limited opportunities for social engagement or career prospects; unemployment; financial hardship; youth or old age; ill health (physical or mental); substance abuse or dependency including alcohol and drugs; discrimination on the grounds of sex, race, disability, ethnic origin, religion, belief, creed, sexual orientation or gender re-assignment; poor educational or skills attainment; relationship and family breakdown; poor housing (that is housing that does not meet basic habitable standards; crime (either as a victim of crime or as an offender rehabilitating into society).

- 3.2 The relief and prevention of rural poverty, both nationally and internationally, by the provision of appropriate assistance to the Community Business Sector directed to that aim, in particular but not exclusively by:

- 3.2.1 providing or assisting in the provision of advisory and consultancy services,
  - 3.2.2 managing projects involving the Community Business Sector, and
  - 3.2.3 contributing to the development of policy concerning those organisations.
- 3.3 To advance education in matters related to the Community Business Sector and their potential to relieve and prevent poverty and to promote social inclusion primarily in rural areas, both nationally and internationally.

In these objects the term 'Community Business Sector' means co-operatives, social enterprises, community benefit societies and other organisations (all being a type of business that trades products and services for community benefit, and which is democratically owned and controlled by the local community).

Throughout the Articles "charitable" means charitable in accordance with the law of England and Wales provided that it will not include any purpose that is not charitable in accordance with Section 7 of the Charities and Trustee Investment (Scotland) Act 2005.

#### **4 POWERS**

The Charity may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Articles in order to further the Objects (but not otherwise) and in particular it has powers:

##### **Staff and Volunteers**

- 4.1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit;
- 4.2 to recruit or assist in recruiting, training and managing voluntary workers, including paying their reasonable expenses;

##### **Property**

- 4.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);
- 4.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;
- 4.5 to sell, lease, license, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 2011);
- 4.6 to provide accommodation for any other charitable organisation on such terms as the Board decides (including rent-free or at nominal or non-commercial rents) subject to the restrictions in the Charities Act 2011;

##### **Borrowing**

- 4.7 to borrow and give security for loans;

##### **Grants and Loans**

- 4.8 to make grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 2011);

#### **Fund Raising**

- 4.9 to raise funds, to invite and receive contributions;

#### **Trading**

- 4.10 to trade in the course of carrying out the Objects and to charge for services;

#### **Publicity**

- 4.11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Charity and other organisations operating in similar fields;

- 4.12 to promote or carry out research and publish the results of it;

#### **Contracts**

- 4.13 to co-operate with and enter into contracts with any person;

#### **Bank or building society accounts**

- 4.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Charity;

#### **Investments**

- 4.15 to:

4.15.1 deposit or invest funds;

4.15.2 employ a professional fund-manager; and

4.15.3 arrange for the investments or other property of the Charity to be held in the name of a nominee

in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000;

#### **Insurance**

- 4.16 to insure the assets of the Charity to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);

- 4.17 to insure and to indemnify the Charity's employees and voluntary workers from and against all risks incurred in the proper performance of their duties;

- 4.18 to take out insurance to protect the Charity and those who use premises owned by or let or hired to the Charity;

- 4.19 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;

#### **Other Organisations**

- 4.20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, community benefit societies, associations or institutions which have purposes which include the Objects or to carry on any other relevant charitable purposes;
- 4.21 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them;
- 4.22 to amalgamate with any charity which has objects similar to the Objects;
- 4.23 to undertake and execute any charitable trusts;
- 4.24 to affiliate, register, subscribe to or join any organisation;
- 4.25 to act as agent or trustee for any organisation;

#### **Reserves**

- 4.26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

#### **Formation expenses**

- 4.27 to pay the costs of forming the Charity and of complying with all relevant registration requirements; and

#### **General**

- 4.28 to do anything else within the law which is incidental and conducive to the Objects.

## **5 APPLICATION OF FUNDS**

### **5.1 General**

The income and property of the Charity shall be applied solely towards the promotion of its Objects and no portion shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to Members and no Trustee shall 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.

Provided that nothing herein shall prevent any payment in good faith by the Charity

- 5.1.1 of reasonable and proper remuneration to any Member, Officer or servant of the Charity not being a Trustee for any services rendered to the Charity;

- 5.1.2 of reasonable and proper premiums in respect of indemnity insurance;
- 5.1.3 of interest, at a rate not exceeding four percent per annum above the average Clearing Bank's base rate at the date of borrowing on money lent, or of reasonable and proper rent for premises demised or let by any Member or Trustee;
- 5.1.4 to any Trustee of out-of-pocket expenses;
- 5.1.5 to a company of which a Member or Trustee may be a member holding not more than one hundredth part of the capital of such company;
- 5.1.6 to any trustee who possesses specialist skills or knowledge required by the Charity for the proper and effective pursuit of its objectives and use of its powers, of reasonable charges for work of that nature done by them or by their firm when engages by the Charity to do that work provided that
  - 5.1.6.1 at no time shall a majority of the Trustees benefit under this provision; and
  - 5.1.6.2 a Trustee shall withdraw from any meeting whilst their own engagement or remuneration or that of their firm is being discussed.
- 5.1.7 Notwithstanding the above, a Trustee may not directly or indirectly receive any payment of money or benefit from the Charity.

#### **Exceptional Circumstances**

- 5.1.8 other payments or benefits (approved in writing in advance by the Charity Commission) in exceptional cases.
- 5.2 The provisions in this Article 5 on the making of payments and the granting of benefits by the Charity to Trustees shall also extend to payments made to Trustees by any other company in which the Charity
  - 5.2.1 holds more than 50% of the shares; or
  - 5.2.2 controls more than 50% of the voting rights attached to the shares; or
  - 5.2.3 has the right to appoint more than 50% of the directors to its board.
- 5.3 A payment to or a benefit granted to a dependant relative or the spouse of the Trustee or any person living with the Trustee as their partner shall be deemed to be a payment to the Trustee and shall be permitted to the same extent that payments to or benefits granted to Trustees are permitted.

#### **5.4 Amendments**

This Article may not be amended without the prior written consent of the Charity Commission.



## **PART B. MEMBERSHIP**

### **6 MEMBERS**

The Members are:

- 6.1 the subscribers to the Memorandum;
- 6.2 those listed on the register of members at the time of adoption of these Articles;
- 6.3 others admitted to membership of the Charity by the Board under the Articles and in accordance with any membership policy in force from time to time.

### **7 ADMISSION OF MEMBERS**

- 7.1 A person may not be admitted by the Board as a Member:
  - 7.1.1 unless they have signed a written application to become a Member in such form as the Board requires;
  - 7.1.2 if they have ceased to be a Member by reason of their being removed as a Trustee under Article 20.1.4 or Article 20.1.7 or Article 20.1.8;
  - 7.1.3 unless they are aged 18 or over;
  - 7.1.4 if they would immediately cease to be a Member or Trustee under the Articles;
  - 7.1.5 unless the Board considers that it is in the best interests of the Charity to admit them as a Member.
- 7.2 Membership is personal and not transferable.

### **8 TERMINATION OF MEMBERSHIP**

A person will cease to be a Member:

- 8.1 if they die, or in the case of an organisation, cease to exist;
- 8.2 on delivering written notice of resignation to the Registered Office;
- 8.3 if the Board resolves to terminate their membership provided that they shall first have had reasonable opportunity to explain to the Board why they should not be removed.

### **9 LIABILITY OF MEMBERS**

- 9.1 The liability of the Members is limited.
- 9.2 Every Member promises if the Charity is wound up whilst they are a Member or

within one year after ceasing to be a Member, to contribute such amount as is required up to a maximum of £1 towards:

9.2.1 winding up the Charity;

9.2.2 the payment of the debts and the payment of the costs, charges and expenses of liabilities incurred whilst the contributor was a Member; and

9.2.3 the adjustment of the rights of the contributories among themselves.

## **PART C. GENERAL MEETINGS**

### **10 GENERAL MEETINGS**

- 10.1 The Board may call a General Meeting at any time, to be held at such time and place as the Board decides subject to Article 11.
- 10.2 On receiving a request from 5% of Members the Board must promptly convene a General Meeting.
- 10.3 Once in each calendar year the Board will call a General Meeting which it will designate as the Annual General Meeting.
- 10.4 A General Meeting may be held in any manner and through any medium which permits those attending to hear and comment on the proceedings. Any person who attends in this manner will be deemed to be present in person at the meeting whether or not some or all participants are assembled in the same place.

### **11 NOTICE OF GENERAL MEETINGS**

- 11.1 Every General Meeting must be called by at least 14 Clear Days' notice.
- 11.2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Members at the General Meeting.
- 11.3 The notice must specify:
  - 11.3.1 the time, date and place of the General Meeting;
  - 11.3.2 the general nature of the business to be transacted; and
  - 11.3.3 if a special resolution is proposed, the fact that the proposed resolution is a special resolution and the wording of the resolution.
- 11.4 The business of an Annual General Meeting must include:
  - 11.4.1 receiving the annual Trustees' report;
  - 11.4.2 considering the accounts and the report thereon;
  - 11.4.3 appointing the auditors (if necessary); and
  - 11.4.4 any appointment of Trustees in accordance with Article 19.
- 11.5 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.
- 11.6 Notice of a General Meeting must be given to all of the Members, the Trustees and the Charity's auditors (if any).
- 11.7 The accidental omission to give notice of a General Meeting to, or the non-receipt of

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notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

## **12 QUORUM**

- 12.1 No business may be transacted at a General Meeting unless a quorum is present.
- 12.2 The quorum for General Meetings is the lesser of 25 members or 5% of the Members for the time being present in person or by proxy.
- 12.3 A Member may be part of the quorum at a General Meeting if they can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 12.4 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.
- 12.5 If at the adjourned meeting there are again insufficient Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then the members present in person any by proxy at that time shall constitute the quorum provided they exceed two members.
- 12.6 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Members.

## **13 CHAIR AT GENERAL MEETINGS**

- 13.1 The Chair is to chair General Meetings.
- 13.2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act then a Vice-Chair, if any, must chair the General Meeting.
- 13.3 If neither the Chair nor a Vice-Chair, if any, is present and willing to act within 15 minutes from the time of the General Meeting, the Members present must choose one of their number to chair the General Meeting.

## **14 ADJOURNMENT OF GENERAL MEETINGS**

- 14.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 14.2 The Chair may also adjourn a General Meeting if it appears to the Chair that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 14.3 The only business that may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting that was adjourned.
- 14.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 14.1 or 14.2 unless it is adjourned for 30 days or more in which case 7 Clear

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Days' notice must be given.

- 14.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

## **15 VOTING AT GENERAL MEETINGS**

- 15.1 Resolutions are to be decided on a show of hands (which can include via electronic means) unless a ballot is properly demanded. Subject to the provisions of these Articles or of any statute such a resolution may be passed by a simple majority of the votes cast at a General Meeting including proxy votes.
- 15.2 Each Member present in person or by proxy has one vote both on a show of hands and a ballot.
- 15.3 A Member which is an organisation may, by resolution of its governing body (or a committee or officer of that organisation acting under powers delegated by its governing body), authorise such person as it thinks fit to act as its representative at General Meetings.
- 15.4 A person authorised under Article 15.3 may exercise the same powers on behalf of the organisation as the organisation could exercise if it were an individual Member.
- 15.5 If there is an equality of votes on a show of hands or a ballot the Chair is not entitled to a second or casting vote and resolutions which fail to achieve the required majority will be lost.
- 15.6 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.
- 15.7 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

## **16 BALLOTS**

- 16.1 A ballot may be demanded by the Chair or by any two Members before or on the declaration of the result of a show of hands.
- 16.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 16.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.
- 16.4 A ballot is to be taken as the Chair directs (which can include via electronic means). The Chair may appoint scrutineers (who need not be Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.

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- 16.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.
- 16.6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

## 17 PROXIES

- 17.1 A Member may only validly appoint a proxy by notice in writing which
- 17.1.1 states the name and address of the member appointing the proxy;
  - 17.1.2 identifies the person appointed to be that member's proxy and the General Meeting in relation to which that person is appointed;
  - 17.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
  - 17.1.4 is delivered to the Charity in accordance with the articles and any instructions contained in the notice of the General Meeting to which they relate.
- 17.2 A proxy need not be a Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 37. A proxy may not appoint another proxy.
- 17.3 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 17.4 No document appointing a proxy will be valid for more than 12 months.
- 17.5 A vote given or ballot demanded by proxy is to be valid despite:-
- 17.5.1 the revocation of the proxy; or
  - 17.5.2 the death or insanity of the principal
- unless written notice of the death, insanity or revocation is received by the Charity in the form requested before the start of the General Meeting or adjourned General Meeting at which the proxy is used.
- 17.6 A proxy form will not be valid for any part of a General Meeting at which the Member who appointed the proxy is present.
- 17.7 An appointment under a proxy notice may be revoked by delivering to the charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 17.8 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.
- 17.9 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.

## **18 MEMBERS' WRITTEN RESOLUTIONS**

- 18.1 A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of eligible Members (provided that those Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting provided that:
- 18.1.1 a copy of the proposed resolution has been sent to every eligible Member;
  - 18.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members have signified their agreement to the resolution; and
  - 18.1.3 such agreement is contained in an authenticated document that has been received at the Registered Office within the period of 28 days beginning with the circulation date.
- 18.2 A resolution under Article 18.1 may consist of several documents in similar form each approved by one or more Members.
- 18.3 In the case of a Member that is an organisation, its authorised representative may signify its agreement.

## **PART D. TRUSTEES**

### **19 APPOINTMENT OF TRUSTEES**

- 19.1 Unless the Board decides otherwise:-
- 19.1.1 the minimum number of Trustees is 4; and
  - 19.1.2 the maximum number of Trustees is 12.
- 19.2 Subject to Article 19.1 the Members shall be entitled to elect persons as Trustees in accordance with any Board Membership policy in force from time to time. The election of a Trustee is to be made either at a General Meeting or by way of a written resolution of the Members pursuant to Article 18.
- 19.3 The term of office for a Trustee shall be three years. At the conclusion of their term of office a Trustee who is willing to continue in office may, if the Trustees think fit, be re-appointed for a further term. No Trustee shall serve for more than six consecutive years unless the Board consider it would be in the best interests of the Charity for a particular Trustee to serve one further term beyond that period and that Trustee is reappointed in accordance with the Articles. For the avoidance of doubt, time served as a co-optee shall be counted as time spent serving as a Trustee. An individual who has served for nine consecutive years must cease to be a Trustee for three years before they can become eligible for appointment again and for the purpose of calculating terms of office they shall be treated as if this is their first term of office.
- 19.4 Trustees in office at the time of adoption of these Articles shall complete their current term of office. Once their current term is complete, the provisions in Article 19.3 shall apply to them.
- 19.5 On or before the appointment of a person as a Trustee the person must confirm their consent to be appointed as a Trustee in whatever format the Board may require and provide the information necessary to register the person online at Companies House as a director. The appointment of any person as a Trustee, who has not complied with the requirements of this Article 19.5 within one month of appointment, is to lapse unless the Board resolves that there is good cause for the delay.
- 19.6 A person may not be appointed as a Trustee:
- 19.6.1 unless they are 18 or over;
  - 19.6.2 unless they are a Member;
  - 19.6.3 unless they meet the eligibility criteria set by the Board in the Board membership policy;
  - 19.6.4 if they would immediately cease to hold office under the Articles.
- 19.7 Subject to Article 19.1 the Board may appoint co-optees to serve as Trustees on such terms as the Board resolves and may remove such co-optees. Co-optees may be appointed to fill a casual vacancy at any time during the year and shall serve until the next annual general meeting. When appointing a co-optee, the Board must



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have regard to the skills and experience needed on the Board. Not more than four co-optees may be appointed to the Board at any one time.

## **20 RETIREMENT AND REMOVAL OF TRUSTEES**

20.1 A Trustee will cease to hold office if they:-

20.1.1 die;

20.1.2 cease to be a member of the Charity;

20.1.3 cease to be a director under the Act, are prohibited by law from being a director or a charity trustee or are disqualified from acting as a charity trustee under the Charities Act 2011;

20.1.4 in the reasonable opinion of the Board, become incapable of fulfilling their duties and responsibilities as a Trustee because of illness or injury and the Board resolves that they be removed as a Trustee;

20.1.5 are declared bankrupt or make any arrangement or composition with their creditors;

20.1.6 resign by written notice to the Charity at the Registered Office;

20.1.7 are absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 75% majority of the Trustees present and voting at a properly convened Board Meeting) that they should cease to be a Trustee;

20.1.8 are in the opinion of the Board guilty of conduct detrimental to the interests of the Charity including, but not limited to bringing the charity into disrepute, or breach the Code of Conduct as adopted by the Board from time to time. Such a termination will only be effective if the Board, acting by at least two thirds of Trustees, passes a resolution in favour of such a termination;

20.1.9 reach the end of their term of office and they are not re-appointed in accordance with Article 19.

## **21 CONFLICTS OF INTEREST AND BOARD MEMBER CONDUCT**

21.1 **Declaration of interests**

21.1.1 If a Trustee is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Charity, they must declare the nature and extent of that interest to the other Trustees.

21.1.2 In accordance with the Act, the declaration may be made at a Board Meeting or by written notice.

21.1.3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.

21.1.4 Any required declaration of interest must be made before the Charity enters into the transaction or arrangement.

21.1.5 A declaration is not required in relation to an interest of which the Trustee is not aware or where the Trustee is not aware of the transaction or arrangement in question. For this purpose a Trustee is treated as being aware of matters of which they ought reasonably to be aware.

21.1.6 A Trustee need not declare an interest:-

21.1.6.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interests; or

21.1.6.2 if, and to the extent that, the other Trustees are already aware of it (and for this purpose the other Trustees are treated as being aware of anything of which they ought reasonably to be aware).

## 21.2 **Authorisation of direct conflicts of interest**

A Trustee may enter into a transaction or arrangement with the Charity only if and to the extent that such an arrangement is authorised by Article 5.

## 21.3 **Authorisation of indirect conflicts of interest**

21.3.1 Where, for whatever reason, a Trustee has any form of indirect interest in relation to a transaction or arrangement with the Charity (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Trustees not having a conflict provided that:-

21.3.1.1 the Trustee with the conflict (and any other interested Trustee) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and

21.3.1.2 the Trustees who do not have a conflict in relation to the matter in question consider it is in the best interests of the Charity to authorise the transaction.

21.3.2 The Trustees who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Trustee with the conflict and/or any other interested Trustee should absent themselves from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

## 21.4 **Complaints about conduct**

21.4.1 If the Chair receives a written complaint identifying the complainant and alleging conduct by a Trustee that in their reasonable opinion is detrimental to the interests of the Charity and in their opinion suggests that there is a prima facie case for the complaint to be investigated in accordance with the provisions of this Article they may suspend the Trustee concerned.

21.4.2 Conduct detrimental to the interests of the Charity includes:

- 21.4.2.1 any breach of the Code of Conduct as adopted by the Board from time to time; and
  - 21.4.2.2 conviction of any offence which has or is likely to bring the Charity into disrepute.
- 21.4.3 Where the Chair is absent or unable or unwilling to act in relation to the complaint or the complaint is about the Chair then the Vice Chair may exercise the power to suspend the Chair or a Trustee under Article 21.4.1 in the same circumstances as the Chair.
- 21.4.4 The Trustee whose conduct is complained of must immediately be notified in writing either by the Secretary (if any) or by the Chair or the Vice Chair or a Trustee under Article 21.4.1 in the same circumstances as the Chair of the complaint and of any suspension which if exercised under Article 21.4.1 or Article 21.4.3 will be effective from the date of the notice. During the period of any suspension the Trustee must not:
- 21.4.4.1 participate in a Board Meeting;
  - 21.4.4.2 authorise or incur expenditure on behalf of the Charity;
  - 21.4.4.3 make use of any property belonging to or in use by the Charity in their capacity as a Trustee;
  - 21.4.4.4 hold themselves out as a Trustee of the Charity; or
  - 21.4.4.5 seek to commit the Charity to any obligation.
- 21.4.5 On receipt of a complaint under Article 21.4.1 the Chair or the Vice Chair must immediately refer the matter for a fair process of investigation, which may be carried out by a panel established for the purpose, an independent person or persons, or such other body as the Chair or Vice Chair or a Trustee under Article 21.4.1 in the same circumstances as the Chair acting reasonably shall appoint, including under such procedure for dealing with complaints as the Board may from time to time approve.

## **PART E. BOARD MEETINGS**

### **22 FUNCTIONS OF THE BOARD**

The Board must direct the Charity's affairs in such a way as to promote the Objects. The Board's functions include:

- 22.1 defining and ensuring compliance with the culture, behaviours, values and objectives of the Charity;
- 22.2 establishing policies and plans to achieve those objectives;
- 22.3 approving each year's budget and accounts before publication;
- 22.4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 27) and employees with proper systems of control;
- 22.5 monitoring the Charity's performance in relation to its plans budget controls and decisions;
- 22.6 appointing (and if necessary removing) employees consistent with the established framework of delegation;
- 22.7 satisfying itself that the Charity's affairs are conducted in accordance with generally accepted standards of performance and propriety; and
- 22.8 ensuring that appropriate advice is taken on the items listed in Articles 22.1 to 22.7 and in particular on matters of legal compliance and financial viability.
- 22.9 ensuring that the Charity assets are managed and applied in a way that is consistent with these Articles;
- 22.10 to operate in a way that is transparent and accountable to members.

### **23 POWERS OF THE BOARD**

- 23.1 Subject to the Act and the Articles, the business of the Charity is to be managed by the Board who may exercise all of the powers of the Charity.
- 23.2 An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

### **24 BOARD MEETINGS**

- 24.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.
- 24.2 Board Meetings may be called by any Trustee or the Secretary (if appointed).
- 24.3 7 days' notice of Board Meetings must be given to each of the Trustees but it is not necessary to give notice of a Board Meeting to a Trustee who is out of the United

Kingdom.

- 24.4 A Board Meeting which is called on shorter notice than required under Article 24.3 is deemed to have been duly called if at least two Trustees certify in writing that because of special circumstances it ought to be called as a matter of urgency.
- 24.5 Matters arising at a Board Meeting are to be decided by a simple majority of votes and, subject to Article 24.6, each Trustee is to have one vote.
- 24.6 If there is an equality of votes the Chair is entitled to a second or casting vote.
- 24.7 A technical defect in the appointment of a Trustee or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

## **25 QUORUM FOR BOARD MEETINGS**

- 25.1 The quorum for Board Meetings is three of the Trustees.
- 25.2 A Trustee may be part of the quorum at a Board Meeting if they can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 25.3 The Board may act despite vacancies in its number but if the number of Trustees is less than four then the Board may act only to admit Trustees under Article 19.
- 25.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Trustees present may act only to:-
  - 25.4.1 adjourn it to such other time and place as they decide; or
  - 25.4.2 call a General Meeting; or
  - 25.4.3 procure the appointment of Trustees under Article 19.
- 25.5 If at the adjourned Board Meeting there are again insufficient Trustees present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then the Trustees present at that time shall constitute the quorum for that meeting.

## **26 CHAIR, VICE-CHAIR AND TREASURER**

- 26.1 The Charity must have a Chair and may have a Treasurer and at least one Vice-Chair. The Chair, Treasurer and the Vice-Chair (if any) are to be elected by the Board. Unless the Board decides otherwise, the Chair, Treasurer and Vice-Chair (if any) shall serve for one year. Both the Chair, Treasurer and the Vice-Chair (if any) may be re-elected by the Board.
- 26.2 The Chair, Treasurer and the Vice-Chair (if any) may resign from their positions at any time (without necessarily resigning as Trustees at the same time).
- 26.3 Where there is no Chair the first item of business at a Board Meeting must be to

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elect a Chair in accordance with Article 26.1.

- 26.4 The Chair, Treasurer and the Vice-Chair, if any, may be removed only at a Board Meeting called for the purpose at which a resolution with a majority in favour is passed. The Chair, Treasurer or the Vice-Chair (as the case may be) must be given an opportunity to say why they should not be removed.
- 26.5 The Chair is to chair all Board Meetings and General Meetings at which they are present unless they do not wish or are not able to do so.
- 26.6 If the Chair is not present within 5 minutes after the starting time of a Board Meeting, or is unwilling or unable to chair a Board Meeting, then the Vice-Chair, if any, must chair the Board Meeting unless they are unwilling or unable to do so.
- 26.7 If both the Chair and the Vice-Chair, if any, are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Trustees who is present to chair the Board Meeting.
- 26.8 The functions of the Chair are set out in the Chair's job description as amended and agreed by the Board from time to time.
- 26.9 The role of the Vice-Chair (if any) is to deputise for the Chair during any period of their absence and, for that period, their functions shall be the same as those of the Chair.

## **27 COMMITTEES AND WORKING PARTIES**

- 27.1 The Board may:
- 27.1.1 establish Committees consisting of those persons whom the Board decide;
  - 27.1.2 delegate to a Committee any of its powers save those restricted solely to the Board under the Articles; and
  - 27.1.3 revoke a delegation at any time.
- 27.2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but will consider issues in depth with a view to making recommendations to the Board.
- 27.3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.
- 27.4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of their appointment until the term of office for which they have been appointed expires or until they resign or are removed by the Board from the Committee or Working Party.
- 27.5 The Board must determine the quorum for each Committee and Working Party it establishes.

- 27.6 The Board must specify the delegated financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.
- 27.7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.
- 27.8 A meeting of a Committee or Working Party may be held entirely through telephone, video conferencing or other communications equipment, via a mixture of such communications equipment or with some people physically present at the meeting whilst others are present via communications equipment. If all the people participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **28 OBSERVERS**

- 28.1 Subject to Article 28.4, the Board may allow individuals who are not Trustees to attend Board Meetings as Observers on whatever terms the Board decides.
- 28.2 Observers may not vote but may take part in discussions with the prior consent of the Chair.
- 28.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 28.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered.

## **29 TRUSTEES' WRITTEN RESOLUTIONS**

- 29.1 A written resolution approved by all of the Trustees entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.
- 29.2 A written resolution approved by a simple majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 29.3 A resolution under Articles 29.1 or 29.2 may consist of several documents in similar form each approved by one or more of the Trustees or Committee Members.

## **PART F. OFFICERS**

### **30 THE SECRETARY AND TREASURER**

- 30.1 The Board may decide whether or not a Secretary is appointed.
- 30.2 Where appointed, a Secretary may be removed by the Board at any time.
- 30.3 If a Trustee is appointed as Secretary they may not receive any remuneration for acting in that capacity.

### **31 INDEMNITIES FOR OFFICERS AND EMPLOYEES**

- 31.1 The Charity may indemnify any officer or employee (other than a Trustee) against any liability incurred by them in their capacity as such except when that liability is due to their own dishonesty or gross negligence.
- 31.2 Subject to the Act (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 31.3, the Charity may indemnify any Trustee against any liability incurred by them in their capacity as such.
- 31.3 The indemnity provided to a Trustee in accordance with Article 31.2 may not include any indemnity against liability:-
  - 31.3.1 to the Charity or a company associated with it;
  - 31.3.2 for fines or penalties; or
  - 31.3.3 incurred as a result of their unsuccessful defence of criminal or civil proceedings.
- 31.4 The indemnity provided to a Trustee in accordance with Article 31.2 may include the provision of funds to cover their legal costs as they fall due on terms that the Trustee in question will repay the funds if they are unsuccessful in their defence of the criminal or civil proceedings to which these costs relate
- 31.5 In respect to its auditor the Charity may:-
  - 31.5.1 purchase and maintain insurance for their benefit against any liability incurred by them in their capacity as such; and
  - 31.5.2 indemnify them against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in their favour or they are acquitted or in connection with any application under Section 1157 of the Act or any section of any other statute amending or replacing Section 1157 in which relief is granted to them by the Court.



## **PART G. STATUTORY AND MISCELLANEOUS**

### **32 MINUTES**

- 32.1 The Board must arrange for minutes to be kept of all General Meetings, Board Meetings and Committee meetings. Minutes must include names of Trustees or observers present, the decisions made at the meeting and where appropriate the reasons for decisions.
- 32.2 Copies of the draft minutes of Board Meetings and Committee meetings must be distributed to the Trustees as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 32.3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings) or Committee meeting (as regards minutes of Committee meetings). Once approved they must be signed by the person chairing the meeting at which they are approved. Electronic signatures will be valid.
- 32.4 The Board must keep minutes of all of the appointments made by the Board.

### **33 ACCOUNTS, ANNUAL RETURN AND CONFIRMATION STATEMENT**

- 33.1 The Charity will hold a meeting each year, at which the accounts for the given year are approved by the Board;
- 33.2 The Charity must comply with the Charities Act 2011 and the Trustees must comply with their obligations as charity trustees under the Charities Act 2011 including preparing and filing an annual return, an annual Trustees' report and annual accounts with the Charity Commission.
- 33.3 The Charity must comply with the Act and the Trustees must comply with their obligations as company directors under the Act including preparing and filing the annual accounts and annual confirmation statement with the Registrar of Companies.
- 33.4 The Charity must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires).
- 33.5 The annual Trustees' report and accounts must contain:
  - 33.5.1 revenue accounts and balance sheet for the last accounting period;
  - 33.5.2 the auditor's report on those accounts (if applicable); and
  - 33.5.3 the Board's report on the affairs of the Charity.
- 33.6 The accounting records of the Charity must always be open to inspection by a Trustee.

### **34 BANK AND BUILDING SOCIETY ACCOUNTS**

- 34.1 All bank and building society accounts must be controlled by the Board and must include the name of the Charity.
- 34.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

### **35 EXECUTION OF DOCUMENTS**

Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

- 35.1 two Trustees;
- 35.2 one Trustee and the Secretary (where appointed); or
- 35.3 one Trustee in the presence of a witness who attests the Trustee's signature.

### **36 NOTICES**

- 36.1 Except for notices calling Board Meetings (which may be in writing but do not have to be) notices under the Articles must be in writing. In this Article writing includes facsimile transmission or email.
- 36.2 A Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.
- 36.3 The Charity may give a notice to a Member, Trustee or auditor either:
  - 36.3.1 personally;
  - 36.3.2 by sending it by post in a prepaid envelope;
  - 36.3.3 by leaving it at their address; or
  - 36.3.4 by email.
- 36.4 Notices under Article 36.3.2 to 36.3.4 may be sent:-
  - 36.4.1 to an address in the United Kingdom which that person has given the Charity;
  - 36.4.2 to the last known home or business address of the person to be served; or
  - 36.4.3 to that person's address in the Charity's register of Members.
- 36.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.
- 36.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.

36.7 A copy of the notification from the system used by the Charity to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.

36.8 A notice may be served on the Charity by delivering it or sending it to the Registered Office.

36.9 The Board may make standing orders to define other acceptable methods of delivering notices.

### **37 STANDING ORDERS**

37.1 Subject to Article 37.4:

37.1.1 the Board may from time to time make, alter, add to or repeal standing orders or any other comparable mechanism it agrees from time to time to ensure the proper conduct and management of the Charity; and

37.1.2 the Charity in General Meeting may alter, add to or repeal the standing orders.

37.2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Members.

37.3 Standing orders are binding on all Members and Trustees.

37.4 No standing order may be inconsistent with or may affect or repeal anything in the Articles.

### **38 WINDING UP**

38.1 The Members may at any time before, and in expectation of, its dissolution resolve that any net 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:

38.1.1 directly for the Objects; or

38.1.2 by transfer to any charity or charities for purposes similar to the Objects; or

38.1.3 to any charity for use for particular purposes that fall within the Objects.

38.2 Subject to any such resolution of the Members, the Trustees may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:

38.2.1 directly for the Objects; or

38.2.2 by transfer to any charity or charities for purposes similar to the Objects; or

38.2.3 to any charity or charities for use for particular purposes that fall within the

Objects.

- 38.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members (except to a Member that is itself a charity) and if no resolution is passed by the Members or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Charity Commission.