

DAC BEACHCROFT

Company number: 04245633

Charity number: 112933

Articles of Association of Case Management Society UK

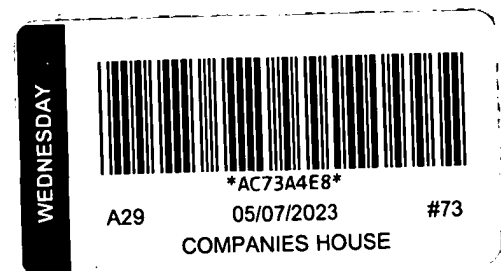


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1. INTERPRETATION

1.1 In these Articles the following definitions apply:

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;
Articles	means the Charity's articles of association;
Benefit	means any payment of money or the provision or other application of any direct or indirect benefit in money or money's worth;
Chair	means the person appointed to act as Chair of the Trustees in accordance with Article 25;
Charity	means the company intended to be regulated by these Articles;
clear days	in relation to the period of a notice means a period excluding: (a) the day when the notice is given or deemed to be given; and (b) the day for which it is given or on which it is to take effect;
Companies Acts	means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Charity;
Commission	means the Charity Commission for England and Wales;
Conflict of Interest	means any Interest of a Trustee (or a Connected Person) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and a conflict of duties;
Connected Person	means: (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee or any person who is financially dependent on a Trustee; (b) the spouse or civil partner of the Trustee or the spouse or civil partner of any person falling within (a) above; (c) any person in a relationship with a Trustee which may reasonably be regarded as equivalent to that of a spouse or civil partner; (d) a person carrying on business in partnership with a Trustee or with any person falling within (a), (b) or (c) above; (e) an institution which is controlled:

	<p>(i) by the Trustee or any connected person falling within sub-clause (a), (b), (c) or (d) above; or</p> <p>(ii) by two or more persons falling within sub-clause e(i), when taken together;</p> <p>(f) a body corporate in which:</p> <p>(i) the Trustee or any connected person falling within sub- clauses (a) to (d) has a substantial interest; or</p> <p>(ii) two or more persons falling within sub-clause (f)(i) who, when taken together, have a substantial interest;</p> <p>Sections 350 to 352 of the Charities Act 2011 shall apply for the purposes of interpreting the terms used in this Article;</p>
Interest	means any and direct of interest of a Trustee or Connected Person (and includes an interest a Trustee or Connected Person may have as a consequence of any duty they owe to any other person or organisation) and where a Trustee or any Connected Person has any such interest in any matter or situation or transaction or arrangement the Trustee of Connected Person is Interested in it;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form	has the meaning given in section 1168 of the Companies Act 2006;
Member(s) and Membership	means a member of the Charity and their membership of the Charity;
Model Articles	means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);
Month	means a calendar month
Objects	has the meaning ascribed in Article 5;
Rules	has the meaning ascribed in Article 29;
Secretary	means any person appointed to perform the duties of the secretary of the Charity;
Subsidiary Company	means any company in which the Charity holds: <p>(a) more than 50% of the shares; or</p> <p>(b) more than 50% of the voting rights attached to the shares; or</p> <p>(c) the right to appoint one of more of the directors</p>

Trustee	means each of the directors of the Charity (and Trustees means all of the directors);
United Kingdom	means Great Britain and Northern Ireland;
written or in writing	refers to a legible document on paper (including a fax message) or in electronic form (including an email);
year	means a calendar year.

- 1.2 Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 1.3 Unless the context otherwise requires words or expressions contained in these Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Charity.
- 1.4 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.
- 1.5 The Model Articles shall not apply to the Charity.

2. NAME

- 2.1 The name of the company is Case Management Society UK.

3. REGISTERED OFFICE

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

4. LIABILITY OF MEMBERS

- 4.1 The liability of the Members is limited to a sum not exceeding £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while they or it is a Member or within one year after they or it ceases to be a Member, for:
- 4.1.1 payment of the Charity's debts and liabilities incurred before they or it ceases to be a Member;
- 4.1.2 payment of the costs, charges and expenses of winding up; and
- 4.1.3 adjustment of the rights of the contributories among themselves.

5. OBJECTS

- 5.1 The Objects of the Charity are, for the public benefit to promote and protect the health and wellbeing of the public and relieve those in need by reason of ill-health, disability or other disadvantage by:
- 5.1.1 providing, organising and promoting the education and training of case managers and those wishing to be engaged as case managers;
- 5.1.2 conducting, organising and promoting research into the science and practice of case management, with the intention that such research should be made available to the general public;
- 5.1.3 promoting and supporting best practice and ethical standards in the practice of case management; and

5.1.4 educating those involved in the delivery of relevant services and the general public in the science and practice of case management.

5.2 This Article 5 may not be amended without the consent of the Commission.

6. POWERS

6.1 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:

6.1.1 to hold classes, seminars, conferences, lectures, tours and courses and to provide advice;

6.1.2 to promote, undertake and commission research, surveys, studies or other work;

6.1.3 to publish and distribute books, reports, leaflets, journals, films, tapes, instructional matter and any other form of information in or on any media;

6.1.4 to raise funds;

6.1.5 to trade in the course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;

6.1.6 to make grants, awards or donations;

6.1.7 to buy, take on, lease or in exchange, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and to maintain, alter, improve, manage, develop, construct, repair or equip it for use;

6.1.8 to sell, let, licence, mortgage or otherwise dispose of all or any part of the property belonging to the Charity (but only in accordance with restrictions imposed by the Charities Act 2011);

6.1.9 to borrow money (including entering into derivative arrangements relating to that borrowing, provided that the derivative arrangement is an integral part of managing the Charity's debt and not a speculative venture);

6.1.10 to give security for loans, grants and other obligations over the assets of the Charity, including charging the whole or any part of the property belonging to the Charity (but only in accordance with the restrictions imposed by the Charities Act 2011);

6.1.11 to co-operate and enter into collaborations and partnerships with charitable and non-charitable bodies and to exchange information and advice with them;

6.1.12 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other body;

6.1.13 to establish, support or acquire subsidiary companies;

6.1.14 to support, administer or set up charities and to establish and act as trustee of any charitable funds, endowment or trusts;

6.1.15 to raise funds and to solicit and accept grants, donations, endowment, gifts, legacies and bequest of assets on any terms;

6.1.16 to make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company;

- 6.1.17 to set aside funds for special purposes or as a reserve against future expenditure, but only in accordance with a written policy on reserves;
- 6.1.18 to open and operate bank accounts and banking facilities;
- 6.1.19 subject to Article 8, to employ and remunerate such staff as are necessary for carrying out the work of the Charity and make reasonable provision for the payment of pensions for employees and their dependents;
- 6.1.20 to:
 - (a) deposit or invest funds;
 - (b) employ a professional fund-manager; and
 - (c) arrange for the investments or other property of the Charity to be held in the name of a nominee;
- 6.1.21 to enter into derivative arrangements in connection with any investment, provided that the derivative arrangement is ancillary to the investment and being entered into in order to manage the risk and/or transaction costs associated with such investment, and is not a speculative venture;
- 6.1.22 to delegate the management of investments to any person provided that:
 - (a) the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
 - (b) the investment policy is set out in writing by the Trustees;
 - (c) all transactions are reported promptly and regularly to the Trustees;
 - (d) the performance of the investment is reviewed regularly with the Trustees;
 - (e) the delegation arrangements can be cancelled by the Trustees at any time;
 - (f) the investment policy and the delegation arrangements are reviewed at least once a year;
 - (g) all payments due to the delegate are on a scale or at a level which is agreed in advance and notified promptly to the Trustees on receipt by the delegate;
 - (h) the delegate must not do anything outside the powers of the Charity.
- 6.1.23 to take out such insurance policies as are necessary to protect the Charity;
- 6.1.24 to provide indemnity insurance for the Trustees in accordance with, and subject to, the conditions in section 189 of the Charities Act 2011;
- 6.1.25 to pay out of the funds of the Charity the costs of forming and registering the company both as a charity and as a company.

7. APPLICATION OF INCOME AND PROPERTY

- 7.1 Subject to Articles 7 and 8, the income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 7.2 Except as provided below, no part of the income or property of the Charity may be paid or transferred by way of Benefit to any Member of the Charity. This shall not prevent any payment in good faith by the Charity of:

- 7.2.1 a Benefit to any Member in the capacity of a beneficiary of the Charity;
- 7.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Charity, provided that Article 8 applies if such a Member is a Trustee;
- 7.2.3 interest on money lent by a Member to the Charity at a reasonable and proper rate;
- 7.2.4 reasonable and proper rent or hiring fee for premises demised, let or hired to the Charity by a Member to the Charity; and
- 7.2.5 any payment to a Member who is also a Trustee which is permitted under Article 8.

7.3 This Article 7 may not be amended without the consent of the Commission.

8. **BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS**

8.1 A Trustee:

- 8.1.1 is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;
- 8.1.2 may benefit from trustee indemnity insurance purchased by the Charity in accordance with section 189 of the Charities Act 2011;
- 8.1.3 may receive payment under an indemnity from the Charity in the circumstances set out in Article 34;
- 8.1.4 may Benefit in the case of a payment to a company in which the Trustee has no more than a 2% shareholding;
- 8.1.5 may not receive any other Benefit or payment from the Charity unless it is authorised by this Article 8.

8.2 Unless the Benefit is permitted under Article 8.3, no Trustee (including a Member who is also a Trustee) or Connected Person may:

- 8.2.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- 8.2.2 sell goods, services, or any interest in land to the Charity;
- 8.2.3 be employed by, or receive any remuneration from, the Charity; or
- 8.2.4 receive any other financial benefit from the Charity.

8.3 A Trustee or a Connected Person may:

- 8.3.1 receive a Benefit from the Charity in the capacity of a beneficiary of the Charity;
- 8.3.2 receive a Benefit in respect of the provision of goods or services in accordance with Article 8.4;
- 8.3.3 receive a reasonable and proper rent or hiring fee for premises demised, let or hired to the Charity;
- 8.3.4 receive interest at a reasonable and proper rate on money lent to the Charity;
- 8.3.5 take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public; and

- 8.3.6 receive or retain any other Benefit for which prior written authorisation has been obtained from the Commission.
- 8.4 Any Trustee or a Connected Person may enter into a written contract with the Charity to supply goods or services to the Charity in return for a Benefit but only if:
- 8.4.1 the goods or services are actually required by the Charity;
 - 8.4.2 the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services supplied;
 - 8.4.3 the trustee has declared their interest in accordance with Article 9 and Trustees have complied with the procedures in Article 10.2;
 - 8.4.4 the total number of Trustees who are subject to or affected by such a contract in any financial year constitute a minority of the Trustees in office at the time; and
 - 8.4.5 the services supplied are not services supplied by the Trustee in their capacity as a Trustee.
- 8.5 A Trustee shall not receive any Benefit from a Subsidiary Company except in accordance with this Article 8, which shall apply as is if references to the Charity were references to the Subsidiary Company and references to the Articles were references to the articles of association of the Subsidiary Company.
- 8.6 This Article 8 may not be amended without the consent of the Commission.

9. **DECLARATION OF TRUSTEES' INTERESTS**

- 9.1 Trustees must declare the nature and extent of any Interest which they have 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.
- 9.2 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.
- 9.3 The Charity shall maintain a register of all Trustees' Interests.
- 9.4 Trustees are required to comply with any Charity's conflict of interest policy adopted by the Trustees at all times.

10. **CONFLICTS OF INTERESTS**

- 10.1 Trustees have a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which they have, or can have, a Conflict of Interest. This duty shall not apply to any situation or matter or any transaction or arrangements which is mentioned in Article 8.1 of these Articles.
- 10.2 Whenever a matter is to be discussed at a meeting and a Trustee has a Conflict of Interest in respect of that matter then, subject to Article 10.3, they must:
- 10.2.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;
 - 10.2.2 not be counted in the quorum for that part of the meeting; and
 - 10.2.3 withdraw during the vote and have no vote on the matter.
- 10.3 The Trustees have the power to authorise a Trustee to be in a position of Conflict of Interest provided:

- 10.3.1 the Conflict of Interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by Article 8 of these Articles;
- 10.3.2 the Trustees act in the best interests of the Charity;
- 10.3.3 the Trustee who is the subject of the Conflict of Interest complies with Article 10.2 in relation to the discussion and vote on any decision to authorise the Conflict of Interest:
- 10.3.4 the Trustees not subject to a Conflict of Interest consider the manner in which the Conflict of Interest should be dealt with and, in particular, (and subject always to their right to vary or terminate the authorisation) determine whether or not the Trustee subject to a Conflict of Interest should:
 - (a) withdraw from that part of the meeting at which the relevant transaction, arrangement situation or matter is to be discussed;
 - (b) be excluded from the receipt of information relevant to the transaction, arrangement situation or matter;
 - (c) not be counted in the quorum for that part of the meeting during which the relevant transaction, arrangement situation or matter is to be discussed;
 - (d) withdraw during the vote and have no vote on the relevant transaction, arrangement situation or matter,

and, for the avoidance of doubt the Trustees may decide that a Trustee subject to Conflict of Interest can participate in a vote on the matter, be counted in the quorum and vote.

11. MEMBERS

- 11.1 The number of Members with which the Charity is registered is unlimited.
- 11.2 The Charity must maintain a register of Members.
- 11.3 The Members of the Charity shall be:
 - 11.3.1 the Members on the date of adoption of these Articles; and
 - 11.3.2 such other persons as are admitted to Membership by the Trustees.
- 11.4 The Trustees may from time to time determine reasonable criteria for selecting applicants for Membership of the Charity and the Trustees shall consider each application and shall grant Membership if the Trustees consider it appropriate and if they consider that such applicant is committed to the Objects.
- 11.5 Every Member shall sign a written consent to become a Member.
- 11.6 A Member shall pay to the Company such subscription (if any) and at such time as the Trustees shall determine.
- 11.7 Membership is not transferable.

12. TERMINATION OF MEMBERSHIP

- 12.1 A Member shall cease to be a Member if:
 - 12.1.1 They give written notice of resignation to the Charity;

- 12.1.2 They die (in the case of an individual) or cease to exist (in the case of an organisation);
- 12.1.3 They fail to pay when due any subscription or other amount owed to the Charity within two months and the Charity notifies the Member in writing of the termination of their Membership;
- 12.1.4 In the case of an individual Member, they become bankrupt, have an interim receiving order made against them, make any arrangement or compounds with their creditors generally or apply to the court for an interim order in respect of a voluntary arrangement;
- 12.1.5 In the case of an organisation a petition is filed, a notice is given, a resolution is passed or an order is made, for or in connection with the winding up of the Member or the appointment of an administrator of the Member; or
- 12.1.6 The Trustees resolve that such Member's continued Membership is not in the best interests of the Charity and that their Membership should be terminated as a consequence (provided that such Member shall have the right to be heard by the Trustees before any such resolution is proposed).

13. ANNUAL GENERAL MEETING

- 13.1 The Charity shall hold an annual general meeting each year, with not more than 15 months elapsing between successive annual general meetings.
- 13.2 The business at an annual general meeting shall include:
 - 13.2.1 the consideration of the accounts, balance sheets, reports of the Trustees and auditors;
 - 13.2.2 the retirement, appointment or re-appointment of Trustees in accordance with Article 22; and
 - 13.2.3 the appointment of the auditors.

14. GENERAL MEETINGS

- 14.1 The Trustees may call a general meeting at any time and a meeting must be called in accordance with the terms of the Companies Acts within 21 days of a written request from the Members made in accordance with the Companies Acts.
- 14.2 All general meetings shall be called on a minimum of 14 clear days' notice. A general meeting may be called by shorter notice if it is so agreed by a majority of the 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.
- 14.3 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted. It shall also include a statement pursuant to the Companies Acts setting out the right of Members to appoint proxies.
- 14.4 The notice shall be given to:
 - 14.4.1 each Member;
 - 14.4.2 each Trustee; and
 - 14.4.3 the auditor for the time being of the Charity.
- 14.5 Proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

15. PROCEEDINGS AT GENERAL MEETINGS

- 15.1 Every general meeting of the Charity shall have a chair:
 - 15.1.1 The Chair shall chair general meetings of the Charity or, if the Chair is absent, the vice-chair shall act as chair.
 - 15.1.2 If neither the Chair nor the vice-chair is present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.
 - 15.1.3 If there is only one Trustee present and willing to act, that Trustee shall chair the meeting.
 - 15.1.4 If no Trustee is present and willing to chair the meeting within 15 minutes of the time appointed for the meeting, the Members present shall choose one of their number to chair the meeting.
- 15.2 No business shall be transacted at any general meeting unless a quorum is present.
- 15.3 A quorum is three Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting. 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.
- 15.4 If within 30 minutes from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned until such other date, time and place as the Trustees shall determine. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, those Members present in person or by proxy and entitled to vote shall be a quorum.
- 15.5 The chair of a general meeting may adjourn such a meeting when a quorum is present, if the meeting consents to an adjournment, and shall adjourn such a meeting if directed to do so by the meeting. The chair shall specify either that the meeting:
 - 15.5.1 is to be adjourned to a particular date, time and place; or
 - 15.5.2 shall be adjourned to a date, time and place to be appointed by the Trustees;and shall have regard to any directions as to date, time and place which have been given by the meeting.
- 15.6 If the meeting is adjourned until more than 14 days after the date on which it was adjourned, the Charity shall give at least seven clear days' notice of it to the same persons to whom notice of the Charity's general meetings is required to be given and containing the same information which such notice is required to contain.
- 15.7 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

16. VOTING AT GENERAL MEETINGS

- 16.1 A vote on a resolution proposed 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.
- 16.2 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote.
- 16.3 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the

meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.

- 16.4 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.
- 16.5 A poll may be demanded by:
- 16.5.1 the chair of the meeting;
 - 16.5.2 the Trustees;
 - 16.5.3 five or more persons having the right to vote on the resolution; or
 - 16.5.4 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 16.6 A demand for a poll may be withdrawn if:
- 16.6.1 the poll has not yet been taken, and
 - 16.6.2 the chair of the meeting consents to the withdrawal.
- 16.7 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 16.8 Otherwise, a poll demanded must be taken either immediately or at such time and place as the chair of the meeting directs, provided that it is taken within 30 days after it was demanded. If not taken immediately, either the time and place at which it is to be taken shall be announced at the meeting at which it was demanded or at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 16.9 The poll shall be conducted in such manner as the chair directs and the chair may fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 16.10 If a poll is demanded, this shall not prevent the meeting from continuing to deal with any other business that may be conducted at the meeting.

17. PROXIES

- 17.1 A Member is entitled to appoint another person as a proxy to exercise all or any of the member's rights to attend and to speak and vote at a meeting of the Charity.
- 17.2 Proxies may only be validly appointed by a notice in writing (a proxy notice) which:
- 17.2.1 states the name and address of the Member appointing the proxy;
 - 17.2.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 17.2.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - 17.2.4 is delivered to the Charity in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or any adjourned meeting) to which they relate.
- 17.3 A proxy notice which is not delivered in such manner shall be invalid unless the Trustees, in their discretion, accept the notice at any time before the meeting.

- 17.4 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 17.5 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.
- 17.6 Unless a proxy notice indicates otherwise, it must be treated as:
 - 17.6.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 17.6.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as the meeting itself.
- 17.7 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.
- 17.8 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.
- 17.9 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.
- 17.10 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 WHICH ARE ORGANISATIONS

- 18.1 An organisation which is a Member of the Charity may authorise any person to act as its representative at any meeting of the Charity and to exercise, on behalf of the organisation, the rights of the organisation as a Member.
- 18.2 The organisation must give written notice of the name of its representative to the Charity and, in the absence of such notice, the Charity shall not be obliged to recognise the entitlement of the organisation's representative to exercise the rights of the organisation at general meetings. Having received such notice, the Charity shall consider that the person named in it as the organisation's representative shall continue to be its representative until written notice to the contrary is received by the Charity.
- 18.3 The Charity shall be entitled to consider that any notice received by it in accordance with Article 18.2 is conclusive evidence that the representative is entitled to represent the organisation and that the representative's authority has not been revoked. The Charity shall not be required to consider whether the representative has been properly authorised by the organisation.

19. WRITTEN RESOLUTIONS

- 19.1 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:
 - 19.1.1 a copy of the proposed resolution has been sent to every eligible Member;
 - 19.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified its agreement to the resolution; and
 - 19.1.3 it is contained in an authenticated document which has been received by the Charity within the period of 28 days beginning with the circulation date.

- 19.2 Any resolution of the Members for which the Companies Acts does not specify whether it is to be passed as an ordinary resolution or as a special resolution, shall be passed as an ordinary resolution.
- 19.3 A resolution in writing may comprise several copies to which one or more Members have signified their agreement.
- 19.4 A Members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of their term of office may not be passed as a written resolution.
- 19.5 Communications in relation to written resolutions shall be sent to the Charity auditors in accordance with the Companies Acts.
- 19.6 The Members may require the Charity to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Companies Act 2006.

20. TRUSTEES

- 20.1 The number of Trustees shall be not less than 3 nor more than 10.
- 20.2 No one may be appointed a Trustee if they would be disqualified from acting under the provisions of Article 23.
- 20.3 A Trustee may not appoint an alternate director or anyone to act on their behalf at meetings of the Trustees.

21. POWERS OF TRUSTEES

- 21.1 Subject to the provisions of the Companies Acts, the Articles and any special resolution of the Members, the Trustees shall be responsible for the management of the Charity business and may exercise all the powers of the Charity for that purpose.
- 21.2 No alteration of the Articles or any special resolution shall invalidate any prior act of the Trustees.
- 21.3 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

22. APPOINTMENT AND RETIREMENT OF TRUSTEES

- 22.1 Any person who is willing to act as a Trustee, and who is permitted by law to do so, may be appointed to be a Trustee by:
 - 22.1.1 ordinary resolution of the Members; or
 - 22.1.2 by resolution of the Trustees.
- 22.2 No person shall be eligible to be a Trustee unless they are a Member of the Charity.
- 22.3 Each Trustee shall retire from office at the first annual general meeting held after the third anniversary of their appointment, but may offer themselves for reappointment by the Members.
- 22.4 The Trustees shall adopt whichever process they consider necessary to appoint a trustee at an annual general meeting.

23. DISQUALIFICATION AND REMOVAL OF TRUSTEES

- 23.1 A Trustee shall cease to hold office if that person:
 - 23.1.1 is removed by ordinary resolution of the Charity pursuant to the Companies Acts;

- 23.1.2 ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;
 - 23.1.3 is disqualified under the Charities Act 2011 from acting as a charity trustee;
 - 23.1.4 ceases to be a Member of the Charity;
 - 23.1.5 has a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
 - 23.1.6 in the written opinion, given to the Charity, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
 - 23.1.7 resigns as a Trustee by notice to the Charity provided that at least three Trustees shall remain in office;
 - 23.1.8 is absent without the permission of the Trustees from all their meetings held within a period of six consecutive months and the Trustees resolve that their office be vacated; or
 - 23.1.9 is removed from office by a resolution of the Trustees that is in the best interests of the Charity that their office be vacated passed at which at least half of the Trustees are present and:
 - (a) the Trustee has been given at least 14 clear days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it will be proposed; and
 - (b) the Trustee has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Trustees must consider any representations made by the Trustee (or the Trustee's representative) and inform the Trustee of their decision following such consideration. There shall be no right of appeal from a decision of the Trustee to terminate the trusteeship of a Trustee.
- 23.2 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 of the Trustees (of any committee) and any such decisions shall be as valid as if any such Trustee had been properly appointed and was in all respects qualified to act as a Trustee.

24. PROCEEDINGS OF TRUSTEES

- 24.1 The Trustees may regulate their proceedings as they think fit, subject to the provisions of the Articles.
- 24.2 Any Trustee may call a meeting of the Trustees by giving notice of the meeting to the other Trustees or by authorising the Secretary (if any) to give such notice. No trustee outside of the United Kingdom shall be entitled to notice of a meeting.
- 24.3 A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.
- 24.4 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.
- 24.5 The quorum necessary at a meeting of Trustees shall be determined by the Trustees and, unless determined otherwise, shall be three Trustees .

- 24.6 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes the chair shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision making process for quorum or voting purposes).
- 24.7 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.
- 24.8 If the number of Trustees is less than the number fixed as the minimum number required, the continuing Trustees may act only for the purpose of:
- 24.8.1 admitting members;
 - 24.8.2 appointing Trustees in accordance with Article 22.1.2;
 - 24.8.3 calling a general meeting;
 - 24.8.4 appoint an administrator, administrative or other receiver or licensed insolvency practitioner; and
 - 24.8.5 take such steps as are necessary in the best interests of the Charity in order to protect its assets, beneficiaries and reputation,
- provided that in all other respects, the provisions of these Articles in relation to the calling and holding of meetings shall be complied with.

25. **CHAIR AND VICE-CHAIR**

- 25.1 The Trustees shall by resolution appoint a Trustee to chair their meetings (**Chair**) and may determine for what period they are to hold office. Trustees may revoke such an appointment at any time. The Chair shall automatically cease to be Chair if they cease to be a Trustee.
- 25.2 The Trustees may by resolution appoint a Trustee to act as vice-chair and may determine for what period they are to hold office. Trustees may revoke such an appointment at any time. The vice-chair shall automatically cease to be vice-chair if they are appointed as Chair or cease to be a Trustee.
- 25.3 If no Chair has been appointed or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.

26. **RESOLUTIONS OF TRUSTEES OUTSIDE OF A MEETING**

- 26.1 A decision of the Trustees is taken in accordance with this Article when all eligible Trustees indicate to each other by any means that they share a common view on a matter.
- 26.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in writing.
- 26.3 References in this Article to eligible Trustees are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.

27. **COMPANY SECRETARY**

- 27.1 The Trustees may appoint any person who is willing to act as the Secretary for such term, at such reasonable remuneration and upon such conditions as they may think fit and from time to time remove such person and appoint a replacement, in each case by a decision of the Trustees.

28. **DELEGATION**

- 28.1 The Trustees may delegate, on such terms as they think fit, any of their powers or functions to a committee comprising at least one Trustee.
- 28.2 The Trustees may delegate the implementation of their decisions or day-to-day management of the affairs of the Charity to any person or committee.
- 28.3 The Trustees may impose conditions when delegating, including the conditions that:
 - 28.3.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate;
 - 28.3.2 no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.
- 28.4 Persons who are not Trustees may be appointed as members of a committee, subject to the approval of the Trustees.
- 28.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Trustees.
- 28.6 The terms of any delegation to a committee must be recorded in the minute book.
- 28.7 The Trustees may revoke or alter a delegation.
- 28.8 All acts and proceedings of any committees must be fully and promptly reported to the Trustees.

29. **RULES**

- 29.1 The Trustees may in their absolute discretion from time to time make and amend rules (**Rules**) for the administration and management of the Charity and, in particular:
 - 29.1.1 the admission and classification of Members and the rights, privileges and conditions of Membership and the terms on which Members may resign or have their Membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;
 - 29.1.2 the conduct of Members in relation to one another, and the Company; and
 - 29.1.3 the composition and appointment to the board of Trustees; and
 - 29.1.4 the procedure at general and meetings of Trustees and committees in so far as such procedure is not regulated by these Articles.

30. **MINUTES**

- 30.1 The Trustees shall cause the Charity to keep the following records in writing and in permanent form:
 - 30.1.1 minutes of proceedings at general meetings;
 - 30.1.2 minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting;
 - 30.1.3 copies of resolutions of the Charity and of the Trustees, including those passed otherwise than at general meetings or at meetings of the Trustees; and
 - 30.1.4 particulars of appointments of officers made by the Trustees.

31. RECORDS AND ACCOUNTS

- 31.1 The Trustees shall comply with the requirements of the Companies Acts and Charities Act 2011 as to maintaining a Member's register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 31.1.1 annual reports;
 - 31.1.2 annual returns; and
 - 31.1.3 annual statements of account.
- 31.2 Accounting records relating to the Charity must be made available for inspection by any Trustees at any reasonable time during normal office hours.
- 31.3 A copy of the Charity latest available statement of account shall be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs of fulfilling the request, within two months of such request.

32. MEANS OF COMMUNICATION TO BE USED

- 32.1 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.
- 32.2 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 32.3 Any notice to be given to or by any person pursuant to the Articles:
- 32.3.1 must be in writing; or
 - 32.3.2 must be given in electronic form.
- 32.4 The Charity may give any notice to a Member either:
- 32.4.1 personally; or
 - 32.4.2 by sending it by post in a prepaid envelope addressed to the Member at their address; or
 - 32.4.3 by leaving it at the address of the Member; or
 - 32.4.4 by giving it in electronic form to the Member's address.
 - 32.4.5 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 notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.
- 32.5 A Member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.
- 32.6 A Member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.

- 32.7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 32.8 Proof that an electronic form of notice was given shall be conclusive where the Charity can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
- 32.9 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:
- 32.9.1 48 hours after the envelope containing it was posted; or
- 32.9.2 in the case of an electronic form of communication, 48 hours after it was sent

33. IRREGULARITIES

- 33.1 The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

34. INDEMNITY

- 34.1 The Charity may indemnify:
- 34.1.1 a relevant trustees against any liability incurred in that capacity; and
- 34.1.2 every other officer or former officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.
- 34.2 In this Article a 'relevant trustee' means any Trustee or former Trustee of the Charity.

35. DISSOLUTION

- 35.1 On the winding up or dissolution of the Charity, after provision has been made for all its debts and liabilities, any assets or property that remain (**the Charity's remaining assets**) shall not be paid or distributed to the Members (except to a Member that is itself a charity and qualifies to benefit under this Article) but shall be applied or transferred:
- 35.1.1 directly for one or more of the Objects
- 35.1.2 to any charity or charities for purposes similar to the Objects; or
- 35.1.3 to any charity or charities for particular purposes falling within the Objects
- 35.2 The decision on who to benefit from the Charity's remaining assets, pursuant to Article 35.1, may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Trustees at or before the time of winding up or dissolution.
- 35.3 In the event that no resolution is passed by the Members or by the Trustees in accordance with this Article, the Charity's remaining assets shall be applied for charitable purposes as directed by the court or the Charity Commission.
- 35.4 35 may not be amended without the consent of the Commission.