

Company No: 00148906

Charity No: 211234

THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION  
OF  
THE PAPWORTH TRUST

Adopted by Special Resolution passed on 6<sup>th</sup> September 2022

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THE PAPWORTH TRUST  
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## PART 1 - PRELIMINARY

### 1 NAME AND STATUS

- 1.1 The name of the Charity is “The Papworth Trust”.
- 1.2 The Charity is registered under the Companies Act as a company limited by guarantee in England and Wales.
- 1.3 The Charity is also registered under the Charities Acts as a charity in England and Wales.

### 2 DISAPPLICATION OF MODEL ARTICLES

- 2.1 The Articles alone shall constitute the regulations of the Charity. The regulations contained in The Model Articles for Private Companies Limited by Guarantee (contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity.

### 3 DEFINITIONS AND INTERPRETATION

- 3.1 In these Articles, the following expressions have the following meanings and interpretations unless the context indicates another meaning:

the Articles	the Charity's Articles of Association, and Article refers to a particular Article
Board	the Board of Trustees
Chair	the chair of the Trustees as appointed in accordance with article 17.1.2
the Charity	the company governed by these Articles
the Charities Acts	the Charities Acts 1992 to 2011
Charity Trustee	has the meaning prescribed by the Charities Acts
Clear Day	does not include the day on which notice is served or deemed to be served or the day for which it is given or on which it is due to take effect
the Commission	the Charity Commission for England and Wales or any body which replaces it

the Companies Act	the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force
Conflicted Trustee	a Trustee in respect of whom a conflict of interest or loyalty could, or could be seen to, prevent the Trustee from making a decision only in the best interests of the Charity, and arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided by the Charity, or in relation to information which is confidential to the Charity, or the Conflicted Trustee owes a duty of loyalty to another organisation whose interests conflict or are likely to conflict with those of the Charity
Connected Person	in relation to a Trustee, a person with whom the Trustee shares a common interest such that they may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 20% of the voting rights or share capital
Custodian	a person or body who undertakes safe custody of assets or of documents or records relating to them

Electronic Means	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference
Financial Expert	an individual, company or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
Financial Year	the Charity's financial year
Firm	includes a limited liability partnership
General Meeting	a meeting of the members of the Charity, acting in that capacity
Indemnity Insurance	insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
Material Benefit	a benefit, direct or indirect, which may not be financial but has a monetary value
Member/Membership	refers to a person or body corporate that is either a subscriber to the Memorandum or is otherwise admitted to membership of the Charity in accordance with these Articles (and for the avoidance of doubt, does not refer to subscribing members, associates or affiliates granted such status in accordance with Article 17.1.4)
Memorandum	the Charity's Memorandum of Association
Month	calendar month

Nominee Company	a corporate body registered or having an established place of business in England and Wales which holds title to property for another
Ordinary Resolution	a resolution agreed by a simple majority of the Members present and eligible to vote at a General Meeting or in the case of a Written Resolution by Members who together hold a simple majority of the voting power
the Object	the Object of the Charity as defined in Article 4
Special Resolution	a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and eligible to vote at a general meeting or in the case of a Written Resolution by Members who together hold 75% of the voting power
Subsidiary Company	any company in which the Charity has an interest that consists of more than 50% of the share capital of the company or controls more than 50% of the voting rights at a general meeting of the company, and in respect of which the Charity has the right to appoint one or more directors
Taxable Trading	carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax
Trustee	a director of the Charity and 'Trustees' means the directors
Vice Chair	the vice chair of the Trustees as appointed in accordance with article 17.1.2
Written or in Writing	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper

Written Resolution            refers to an Ordinary or a Special Resolution which is in Writing

3.2            Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

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

## PART 2 – OBJECT AND POWERS OF THE CHARITY

### 4            OBJECT

4.1            The object of the Charity is to provide relief to disabled people, including the provision of social housing, in such ways that are for the benefit of the public and are charitable according to English law.

4.2            For the purposes of providing such relief, the Charity will, in any ways that the Board thinks fit, provide all such services and facilities as are required; contribute to research and development projects; and promote the entitlement of disabled people to equality, choice and independence.

### 5            POWERS

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

5.1            Develop, organise and implement any programmes and activities;

5.2            Make any kind of donation, grant or loan, and provide scholarships, bursaries and sponsorship or otherwise support projects or initiatives;

5.3            Issue appeals, raise funds, invite and receive donations, legacies, grants, property and other gifts, save that the Charity shall be free to disclaim any gift, legacy or bequest in whole or part in such circumstances as the Charity may think fit, subject to such consents as may be required by law;

5.4            Prepare, edit, print, publish, issue, acquire and distribute information in any media format (or commission other bodies or individuals to do so);

5.5            Provide, promote and sponsor conferences, discussions, exhibitions and

other like events;

- 5.6 Promote, sponsor, commission or carry out research;
- 5.7 Co-operate with other bodies in any way, including the exchange of information and advice, entering partnerships, joint working arrangements and joint ventures;
- 5.8 Support, administer or set up other charities, associations or institutions;
- 5.9 Amalgamate with any company, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Charity and prohibit payment of any dividend or profit to and the distribution of any of their members at least to the same extent as such payments or distributions are prohibited in the case of Members of the Charity by these Articles;
- 5.10 Draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
- 5.11 Give guarantees;
- 5.12 Give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Acts);
- 5.13 Purchase, take on lease or in exchange, hire or otherwise acquire real, personal or intangible property or assets and rights or privileges and construct, maintain and alter buildings or structures;
- 5.14 Pay outgoings and expenses and execute documents and do all things required in connection with the use, maintenance, upkeep, expansion, alteration or improvement of any such property;
- 5.15 Sell, manage, let or mortgage, charge, dispose of or turn to account all or any of the property or assets of the Charity, subject to such consents as may be required by law;
- 5.16 Raise funds;
- 5.17 Borrow funds;

- 5.18 Set aside funds for special purposes or as reserves against future expenditure;
- 5.19 Deposit or invest funds in any manner;
- 5.20 Delegate the management of investments to a Financial Expert, on such terms as the Trustees consider fit and subject to review at least annually.
- 5.21 Arrange for investments or other property of the Charity to be held in the name of a Nominee Company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions, and pay any reasonable fee required;
- 5.22 Deposit documents and physical assets with any company registered or having a place of business in England or Wales as Custodian, and pay any reasonable fee required;
- 5.23 Insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity and its officers, staff and voluntary workers when required;
- 5.24 Subject to Article 6, employ paid or unpaid agents, staff or advisers and to make all reasonable and necessary provisions towards the payment of pensions and superannuation to staff;
- 5.25 Enter into contracts to provide services to or on behalf of other bodies;
- 5.26 Establish or acquire subsidiary companies;
- 5.27 Pay out of the funds of the Charity the costs, charges and expenses incurred in relation to the formation and registration of the Charity;
- 5.28 Apply for the registration of any patents, rights, copyrights, licences and the like;
- 5.29 Provide indemnity insurance to cover the liability of any Member or Trustee, in accordance with these Articles; and
- 5.30 Do anything else within the law which promotes or helps to promote the Object.

- 6 APPLICATION OF INCOME AND PROPERTY
- 6.1 The Trustees must apply the income and property of the Charity (subject to any trusts on which it is held) in furthering the Object.
- 6.2 Except as provided below, no Trustee or Connected Person may sell goods, services or any interest in land to the Charity; be employed by, or receive any remuneration from, the Charity; or receive any other financial benefit from the Charity.
- 6.3 A Trustee may:
- 6.3.1 Be reimbursed out of the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity; and
- 6.3.2 Benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 6.4 A Trustee or Connected Person may, subject to Article 20 below:
- 6.4.1 Receive a benefit from the Charity in the capacity of a beneficiary, provided that a majority of the Trustees do not receive a benefit in this way;
- 6.4.2 Receive interest on money lent to the Charity at a reasonable and proper rate which must not be more than the Bank of England base rate;
- 6.4.3 Receive a proper and reasonable amount in rent for premises let by the Trustee or Connected Person to the Charity;
- 6.4.4 Enter into a contract for the supply of services, or of goods that are supplied in connection with those services, to the Charity, in accordance with the conditions set out in section 185 Charities Act 2011;
- 6.4.5 Supply the Charity with goods where the supply is not connected with the provision of services to the Charity, on condition that:
- 6.4.5.1 The amount or maximum amount of the payment for the goods is set out

in an agreement in writing between the Charity and the Trustee or Connected Person (“supplier”);

6.4.5.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;

6.4.5.3 The other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than another person, balancing the advantages of contracting with the supplier against the disadvantages of doing so; and

6.4.5.4 A majority of the Trustees then in office are not in receipt of remuneration or payment under Articles 6.4.4 and 6.4.5.

6.4.6 In this Article 6.4, “Charity” shall include any Subsidiary Company.

## 7 WINDING UP OR DISSOLUTION

7.1 If upon the winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other charitable body or bodies having objects similar to the Object of the Charity and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under or by virtue of Article 6 hereof, such body or bodies to be determined by the Members of the Charity at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable body.

## PART 3 - MEMBERS

### 8 MEMBERSHIP

8.1 The Charity must maintain a register of Members.

8.2 Membership is open only to the Trustees.

8.3 Membership is not transferable.

8.4 The form and procedure for applying for Membership is as prescribed by the Trustees.

- 8.5 Membership is terminated if the Member concerned:
- 8.5.1 Gives written notice of resignation provided that, on their resignation, at least five Members remain;
  - 8.5.2 Ceases to be a Trustee; or
  - 8.5.3 Dies.
- 9 LIABILITY OF MEMBERS
- 9.1 The liability of Members is limited.
- 9.2 Every Member promises, if the Charity is dissolved while they are a Member or within one year after they cease to be a Member, to pay up to £1 towards:
- 9.2.1 Payment of those debts and liabilities of the Charity incurred before they ceased to be a Member;
  - 9.2.2 Payment of the costs, charges and expenses of winding up; and
  - 9.2.3 The adjustment of rights of contributors among themselves.
- 10 MEETINGS OF MEMBERS
- 10.1 Members are entitled to:
- 10.1.1 Receive the accounts of the Charity for each financial year;
  - 10.1.2 Receive an annual written report on the Charity's activities; and
  - 10.1.3 Appoint reporting accountants or auditors for the Charity (unless such accountants or auditors are automatically deemed reappointed under the Companies Act).
- 10.2 The Board shall call a general meeting if required to do so by the Members in accordance with section 303 of the Companies Act.
- 11 NOTICE OF AND PROCEEDINGS AT MEETINGS OF MEMBERS
- 11.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in Writing and notified to the Charity before the commencement of the meeting). General meetings may be held either in person or by suitable Electronic Means agreed in advance by the

Members in which all participants may communicate with all the other participants.

- 11.2 General meetings are called on at least 14 and not more than 28 Clear Days' written notice, unless the Members consent to a shorter period of notice in accordance with the Companies Act, and subject to any specific provisions of the Companies Act in relation to a requirement for longer periods of notice.
- 11.3 A notice of a general meeting shall set out the business to be discussed and the right of a Member to appoint a proxy, in accordance with the requirements of the Companies Act.
- 11.4 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least five.
- 11.5 The Chair of Trustees shall chair general meetings, except that if the Chair is unwilling or unable to chair for all or part of a meeting, the Vice Chair shall chair, or failing that any person nominated by the Members present at the general meeting may act as chairperson.
- 11.6 The person chairing the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at the adjourned meeting other than business that might properly have been transacted at the meeting had the adjournment not taken place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting unless a meeting is adjourned for fourteen days or more, in which case at least seven days' notice of the adjourned meeting shall be given.
- 11.7 Except where otherwise provided by the Articles or the Companies Act, every matter proposed at a general meeting is decided by Ordinary Resolution.
- 11.8 Every Member present in person or by proxy has one vote on each matter.
- 11.9 Except where otherwise provided by the Articles or the Companies Act, a Written Resolution (whether an Ordinary or a Special Resolution) is as valid as an equivalent resolution passed at a general meeting. For this

purpose the Written Resolution may be set out in more than one document.

- 11.10 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

#### PART 4 - TRUSTEES

#### 12 THE TRUSTEES

- 12.1 Subject to the provisions of the Act, these Articles and to any directions given by Special Resolution of the Members, the business of the Charity shall be overseen by the Trustees. However, no resolution passed by the Charity in a general meeting shall invalidate any prior act of the Trustees which would have been valid if that resolution had not been passed.

#### 13 NUMBER OF TRUSTEES

- 13.1 The minimum number of Trustees shall be five and the maximum number shall be fifteen.

#### 14 APPOINTMENT AND RETIREMENT OF TRUSTEES

- 14.1 The Trustees shall appoint any individual who is eligible as a Trustee to fill a vacancy or (subject to the maximum number permitted by Article 13.1) as an additional Trustee.

- 14.2 A Trustee may not act as a Trustee unless they:

- 14.2.1 are admitted as a Member;
- 14.2.2 sign a Written declaration of willingness to be a Trustee of the Charity;
- 14.2.3 are over 16; and
- 14.2.4 are not disqualified from acting as a Trustee or a company director under the Charities Acts or Companies Act.

- 14.3 Subject to Articles 14.1 and 14.4, Trustees shall serve for a period of three years from the date of their appointment. On expiration of their term of office they will be eligible for reappointment for a further three-year term (up to a maximum of three consecutive terms) by majority decision of the remaining Trustees. If a Trustee has served three consecutive terms they

must retire from office at the end of their third term of office, and will only be eligible for reappointment if at least one year has elapsed since their retirement.

14.4 In exceptional circumstances, the Trustees shall have the power by a 75 per cent majority to extend a Trustee's period of office (and shall in their absolute discretion decide the period of the extension), and to waive the requirement for one year to elapse before a Trustee may be eligible for re-appointment.

14.5 A Trustee may retire by giving written notice to the Charity, and such resignation takes effect in accordance with its terms, save that a Trustee's notice of resignation will not take effect if, after their resignation, there would then be fewer than the minimum number of Trustees as set out in Article 13.1.

14.6 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.

## 15 DISQUALIFICATION AND REMOVAL OF TRUSTEES

15.1 A Trustee's term of office as such automatically terminates if they:

15.1.1 are disqualified under the Charities Acts from acting as a Charity Trustee;

15.1.2 are disqualified under the Companies Act from acting as a director of the Charity;

15.1.3 are mentally incapable of managing their own affairs for a sustained period of time in the reasonable opinion of the other Trustees;

15.1.4 are absent without notice from three consecutive meetings of the Trustee Board or from all meetings of the Trustees held within a period of six months (whichever is greater), and are removed from office by a majority decision of the other Trustees;

15.1.5 have a bankruptcy order made against them;

15.1.6 are removed by the Members at a General Meeting under the

Companies Act;

- 15.1.7 are removed by resolution of the Trustees on the grounds that their conduct is detrimental to, or they are acting in any way that may undermine, the Object or reputation of the Charity;
- 15.1.8 cease to be a Member of the Charity;
- 15.1.9 resign by notice to the Charity (but only if at least five Trustees will remain in office when the notice of resignation is to take effect); or
- 15.1.10 die.

## 16 TRUSTEES' PROCEEDINGS

- 16.1 Except as otherwise provided in the Companies Act, the Charities Acts or these Articles, the Trustees may regulate their proceedings as they see fit.
- 16.2 The Trustees must hold at least four meetings each year.
- 16.3 A quorum at a meeting of the Trustees is five Trustees.
- 16.4 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed in advance by the Trustees in which all participants may communicate with all the other participants.
- 16.5 The Chair or, if the Chair is unable or unwilling to do so, the Vice Chair, or failing that, some other Trustee chosen by the Trustees present presides at each meeting of the Trustees.
- 16.6 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in Writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 16.7 Every Trustee has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.
- 16.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

- 16.9 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 16.10 The Trustees may invite any third party to attend a meeting of the Board as an observer or adviser, provided that the observer or adviser shall take no part in any vote or decision taken by the Trustees.
- 16.11 Any bank account(s), in which any part of the assets of the Charity are deposited, shall be operated by the Trustees and shall indicate the name of the Charity. All cheques and orders for the payment of money from such account shall be signed by at least two signatories within authorised limits and in accordance with the instructions issued by the Trustees.
- 17 TRUSTEES' POWERS
- 17.1 The Trustees may exercise all the powers of the Charity. In particular, but without limitation, the Trustees may:
- 17.1.1 Delegate their powers in accordance with Article 18;
  - 17.1.2 Appoint a Chair, Vice Chair and other officers from among their number for the duration of their office, and the Trustees shall be entitled to renew any such appointment, or make different appointments, at their discretion;
  - 17.1.3 Make standing orders, rules and regulations consistent with the Articles and the Companies Act to govern proceedings at general meetings, meetings of the Trustees and proceedings of committees;
  - 17.1.4 Make rules or bye-laws to regulate the conduct of the Charity in relation to subscribing members, friends, associates or affiliates (who shall not be members of the Charity), the rights and privileges of such members, and the conditions of membership and the terms on which such membership may be terminated, and the fees, subscriptions or other payments (if any) to be made by such subscribing members; and
  - 17.1.5 Establish procedures to assist the resolution of disputes or differences within the Charity.

**18 DELEGATION OF TRUSTEES' POWERS**

18.1 The Trustees may delegate the day to day management of the Charity to any other person, as they see fit (subject to any conditions the Trustees may impose).

18.2 The Trustees shall have power to delegate any of their functions to committees and to appoint any person to chair that committee (irrespective of whether that person is also a Trustee), provided that:

18.2.1 At least one Trustee shall be on any such committee, and a meeting of the committee will not be quorate unless that Trustee (or another Trustee deputised to take their place) is present;

18.2.2 All proceedings and decisions of such committees must be reported promptly to the Board;

18.2.3 No expenditure may be incurred or committed by such a committee on behalf of the Charity except in accordance with a budget or expenditure limits previously agreed by the Board; and

18.2.4 Any representatives appointed to any such committee may be delegated such powers as the Trustees see fit in order to carry out their duties, whether by contract, power of attorney or otherwise.

18.3 Subject to the conditions set out above in this Article 18, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Trustees (including in relation to conflicts of interest), in so far as they are capable of applying.

**19 CONFLICTS OF INTEREST AND LOYALTY**

19.1 The property and funds of the Charity must be used only for promoting the Object and do not belong to the Members. A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:

19.1.1 As described in Articles 6 or 24; or

19.1.2 In exceptional cases, other payments or benefits (but only with the Written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).

- 19.2 A Trustee must not undertake any action in relation to the Charity or the Charity's activities that would result in them becoming a Conflicted Trustee, except as permitted by this clause 19.
- 19.3 Subject to Article 19.4, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 19.3.1 Declare the nature and extent of his or her interest before discussion begins on the matter;
  - 19.3.2 Withdraw from the meeting for that item after providing any information requested by the Trustees;
  - 19.3.3 Not be counted in the quorum for that part of the meeting; and
  - 19.3.4 Be absent during the vote and have no vote on the matter.
- 19.4 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- 19.4.1 Continue to participate in discussions leading to the making of a decision and/or to vote; or
  - 19.4.2 Disclose to a third party information confidential to the Charity; or
  - 19.4.3 Take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity; or
  - 19.4.4 Refrain from taking any step required to remove the conflict.
- 19.5 This provision may be amended by Special Resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.
- 20 APPOINTMENT AND REMOVAL OF PATRONS AND PRESIDENTS
- 20.1 The Trustees may confer on any individual (with his or her consent) the

honorary title of Patron, President or Vice-President of the Charity, and shall be entitled at any time to remove such honorary title from any person to whom it has been granted, at the Trustees' absolute discretion.

- 20.2 Patrons, Presidents or Vice-Presidents may retire from their role by giving written notice to the Charity, and such resignation takes effect in accordance with its terms.

## PART 5 – ADMINISTRATIVE ARRANGEMENTS AND ANNUAL REPORT

### 21 MINUTES

- 21.1 The Trustees shall cause minutes to be made in books kept for the purposes:

- 21.1.1 Of recording the names and addresses of all Members; and
- 21.1.2 Of all appointments and retirements of Trustees;
- 21.1.3 Of the appointment of officers by the Trustees; and
- 21.1.4 Of all proceedings at meetings of the Charity and of the Trustees and of committees constituted pursuant to Article 18.2 including the names of Trustees and Members (as appropriate) present at each such meeting.

### 22 RECORDS AND ACCOUNTS

- 22.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Acts as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law, including:

- 22.1.1 Annual returns;
- 22.1.2 Annual reports; and
- 22.1.3 Annual statements of account.

- 22.2 The Trustees must also keep records of:

- 22.2.1 All resolutions passed by the Trustees in writing;

- 22.2.2 All reports of committees; and
- 22.2.3 All professional advice obtained.
- 22.3 Accounting records relating to the Charity must be made available for inspection to any Trustee at any time during normal office hours.
- 22.4 Copies of the latest accounts must be supplied in accordance with the Charities Acts to any other person who makes a written request and pays the Charity's reasonable costs.
- 23 COMMUNICATIONS
- 23.1 All notices (except notices of meetings given to the Trustees) shall be in Writing.
- 23.2 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
  - 23.2.1 By hand;
  - 23.2.2 By post;
  - 23.2.3 By suitable Electronic Means; or through publication in the Charity's newsletter or on the Charity's website, provided the Charity has complied with the requirements of the Companies Act in relation to the service of such notices.
- 23.3 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.
- 23.4 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
  - 23.4.1 24 hours after being sent by Electronic Means, posted on the Charity's website or delivered by hand to the relevant address;
  - 23.4.2 Two Clear Days after being sent by first class post to that address;
  - 23.4.3 Three Clear Days after being sent by second class or overseas post to that address;
  - 23.4.4 Immediately on being handed to the recipient personally; or, if

earlier,

23.4.5 As soon as the recipient acknowledges actual receipt.

23.5 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

23.6 Subject to any requirement of the Companies Act, documents and notices may be sent to the Charity by Electronic Means to the address specified by the Charity for that purpose and such documents and notices sent to the Charity are sufficiently authenticated if the identity of the sender is confirmed in the way the Charity has specified.

## 24 INDEMNITY

24.1 Subject to the provisions in the Companies Act, every Trustee or other officer or auditor of the Charity may be indemnified out of the assets of the Charity (at the Charity's discretion) against any liability incurred by them in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.