

YORK CENTRE FOR VOLUNTARY SERVICE

ARTICLES OF ASSOCIATION

A Charitable Company Limited by Guarantee

Company No. 493550

Registered Charity No. 225087

Adopted by Special Resolution
Annual General Meeting
20 November 2013

Amended by Special Resolution
Annual General Meeting
2 December 2014

Amended by Special Resolution
Annual General Meeting
8 December 2015

Amended by Special Resolution
Annual General Meeting
7 December 2016

Amended by Special Resolution
Annual General Meeting
5 December 2018

2020 AGM: Amendments to Articles of Association

For proposed changes see page 5 - Membership





SPECIAL RESOLUTION: AMENDMENTS TO ARTICLES OF ASSOCIATION

Amendments to the Articles of Association are proposed in relation to the following changes to Membership categories.

- Organisational Membership will be referred to **only** as Full Membership.
- Individual Membership (Associate Membership) will be changed to 'Supporter of York CVS'.

A draft copy of the Articles is attached with the relevant changes highlighted in red on page 5.

Trustees are recommending that members approve these changes to the Articles of Association.



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Articles of Association of YORK CENTRE FOR VOLUNTARY SERVICE

A COMPANY LIMITED BY GUARANTEE *and not having a share capital*

Interpretations

1. Words and expressions used in these Articles shall have the meanings attributed to them in Article 91. In this document "the CVS" refers to the company "York Centre for Voluntary Service".

OBJECTS & POWERS

Objects

2. The CVS has the following main objects so far as such objects may be deemed by law to be charitable:
 - (a) To work for the benefit of the City of York and its environs, and, in particular, by quickening the spirit of fellowship and social service and undertaking and assisting in social work and activities; and the promotion of social welfare of every kind in the said City and its environs.
 - (b) To initiate, promote and assist any schemes, enterprises or activities for the benefit of the inhabitants of the said City and its environs, or otherwise calculated to advance the practice of good citizenship.
 - (c) To promote assist and encourage the advancement of education in the City of York and its environs and especially on matters concerning social welfare.
 - (d) To recruit, support and broker opportunities for volunteers; to assist them in doing such volunteering, and to act as a focus for personal service for the public good.
 - (e) To provide information and advice for those who may be in need of it and to act as the neighbourly counsellor and helper of any persons who may be in difficulty or distress.
 - (f) To enhance the development and education of children primarily under statutory school age by encouraging parents to understand and provide for the needs of their children through community groups and by offering appropriate play, education and care facilities, family learning and extended hours groups, together with the right of parents to take responsibility for and to become involved in the activities of such groups; in particular through the Priory Street Nursery.

Powers

3. In furtherance of the above objects, but not otherwise, the CVS has the following powers—

- (a) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (b) to build, construct, alter, remove, replace, equip, improve, develop, administer, maintain, manage or control any real property of the CVS;
- (c) to sell, lease or otherwise dispose of all or any part of the property belonging to the CVS, provided that in exercising this power the CVS must comply as appropriate with sections 117 and 122 of the Charities Act 2011;
- (d) to raise funds and to trade in furtherance of its objects, provided that any non-primary purpose trading shall not involve significant risk to the resources of the charity and that any tax liabilities, not covered by exemptions, are met from the trading profit;
- (e) to borrow money and to charge the whole or any part of the property belonging to the CVS as security for repayment of the money borrowed, provided that the CVS must comply as appropriate with sections 124-126 of the Charities Act 2011 if it wishes to mortgage land;
- (f) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (g) to commission and publish the useful results of research into relevant issues, and to run lectures, seminars, conferences and courses;
- (h) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the objects;
- (i) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the objects;
- (j) to open and operate bank accounts and other facilities for banking in the name of the CVS;
- (k) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- (l) to employ and remunerate such staff as are necessary for carrying out the work of the CVS and to create, operate, contribute to or participate in a pension fund or superannuation scheme;
- (m) to—
 - i) deposit or invest funds;
 - ii) employ a professional fund-manager; and
 - iii) arrange for the investments or other property of the CVS to be held in the name of a nominee;in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- (n) to provide indemnity insurance for the Trustees of the CVS in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;

- (o) to acquire copyrights, trademarks and other rights and privileges for the purposes of the CVS whether subject to a royalty or not and whether exclusive or non-exclusive or subject to other limitations;
- (p) to enter into any arrangements with any authority (supreme, municipal, local or of any other sort) for the furtherance of any of the main objects of the CVS and to obtain from any such authority any rights, privileges, or concessions which it may seem desirable to obtain for the furtherance of any of the main objects of the CVS and to carry out and comply with any such arrangements, rights, privileges and concessions;
- (q) to do all such other lawful things as are necessary for the achievement of the objects.

PROVIDED THAT:

- (r) In case the CVS shall take or hold any property which may be subject to any trusts, the CVS shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
- (s) In carrying out its objects, the CVS shall seek to ensure equality of opportunity for all sections of the community in its own affairs and in society generally.

APPLICATION OF INCOME AND PROPERTY

Income and property to be applied solely towards the objects

4. The income and property of the CVS shall be applied solely towards the promotion of the objects, provided that—
 - (a) a Trustee is entitled to be reimbursed from the property of the CVS, or may pay out of such property, reasonable expenses incurred by her or him when acting on behalf of the CVS;
 - (b) a Trustee may benefit from trustee indemnity insurance cover purchased at the CVS's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
 - (c) a Trustee may receive an indemnity from the CVS in the circumstances specified in Article 87;
 - (d) a Trustee may not receive any other benefit or payment unless it is authorised by Articles 6 to 11.
5. Subject to the above, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member or Trustee of the Charity, provided that nothing shall prevent any payment in good faith by the CVS of grants, loans, donations or any other kind of financial assistance to any individual, organisation, firm, company, society or statutory authority which is a Member of the CVS or is represented on the Board of Trustees, provided that any such assistance is exclusively in respect of charitable activities in furtherance of the objects of the CVS.

Benefits and payments to Trustees and connected persons

General provisions

6. No Trustee or connected person may—

- (a) buy any goods or services from the CVS on terms preferential to those applicable to members of the public;
- (b) sell goods or services or any interest in land to the CVS;

unless the payment is permitted by Articles 7 to 10 or is authorised by the court or the Charity Commission. In this Article a “payment” means a benefit, direct or indirect, which is either money or has monetary value.

Scope and powers permitting Trustees’ or connected persons’ benefits

- 7. A Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CVS where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- 8. A Trustee may receive interest on money lent to the CVS at a reasonable and proper rate which must be no more than two per cent above the Bank of England bank rate (also known as the base rate).
- 9. A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the CVS. The amount of the rent and the other terms of the lease must be reasonable and proper, having taken appropriate advice. Any Trustee concerned shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 10. A Trustee or connected person may take part in the normal trading and fundraising activities of the CVS on the same terms as members of the public.
- 11. In Articles 6 to 10, “the CVS” shall include any company in which the CVS—
 - holds more than 50% of the shares; or
 - controls more than 50% of the voting rights attached to the shares; or
 - has the right to appoint one or more Trustees to the Board of the company.

LIMIT OF LIABILITY

Members’ limited liability

- 12. The liability of the Members is limited.
- 13. Every organisation which is a Full Member of the CVS undertakes to contribute to the assets of the CVS in the event of the same being wound up during the time it is a Member, or within one year afterwards, for the payments of the debts and liabilities of the CVS contracted before the time at which it ceased to be a Member, and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributors among themselves, such amount as may be required not exceeding twenty-five pence.

MEMBERSHIP

Members

14. The Trustees may at their discretion admit organisations and individuals into Membership of the CVS as follows:
- (a) Voluntary, community and social enterprise organisations with a presence in the CVS's area of benefit, and which represent or act for the benefit of the community, and which meet such other criteria as may be established by the CVS from time to time, may be admitted as Full Members.
 - (b) ~~Individuals who are supportive of the objects of the CVS may be admitted as Associate Members.~~ Associate Members Supporters of York CVS shall be entitled to receive notice of, and attend and speak at all General Meetings of the CVS, but shall not be counted for the purpose of calculating quorums, shall not hold voting rights, and shall not be treated as Members of the CVS for any other purpose of the Articles except where specified.
15. Each Full Member organisation shall appoint a representative who shall during the continuance of their appointment be entitled to exercise in any General Meeting of the CVS all such rights and powers as the Full Member would exercise if it were an individual person. Each Full Member organisation shall notify the CVS of its choice of representative in such manner as the Trustees may from time to time direct.

Register of Members

16. The CVS shall maintain a Register of Members in which shall be recorded the name and address of every Member, indicating whether each is a Full Member ~~or an Associate Member~~ a Supporter of York CVS, and the dates on which they became a Member and on which they ceased to be a Member. In the case of a Full Member which is an organisation, a note shall be made in the Register entry indicating the appointed representative for that Full Member organisation. A Member shall notify the Secretary in writing within seven days of a change to its name or address.

Cessation of Membership

17. The rights and privileges of a Member shall not be transferable nor transmissible, and all such rights and privileges shall cease upon the Member ceasing to be such.
18. A Member shall cease to be a Member if ~~he, she or it~~ a representative of the organisation:
- (a) resigns in writing to the Secretary; or
 - ~~(b) dies, if an individual person; or~~
 - ~~(c)(b)~~ (b) is wound up or goes into liquidation, if an organisation; or
 - ~~(d)(c)~~ (c) is expelled by the Trustees for conduct prejudicial to the CVS, provided that any Member whose expulsion is proposed shall have the right to make representation to the meeting at which the decision is to be made.

GENERAL MEETINGS

Calling General Meetings

19. The CVS shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it. Every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.
20. The business of an Annual General Meeting shall comprise:
 - (a) the consideration of the Report and Accounts presented by the Board of Trustees;
 - (b) the election of Trustees;
 - (c) the appointment of the auditor or auditors;
 - (d) such other business as may have been specified in the notices calling the meeting.
21. The Trustees may call a General Meeting at any time, and shall call one if requested so to do by at least 10% of the Full Members of the CVS.

Proceedings at General Meetings

22. No business shall be transacted at a General Meeting unless a quorum is present. Unless and until otherwise decided by a General Meeting, ten Full Members or 10% of the total Full Membership, whichever is the greater, shall be a quorum.
23. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Full Members, shall be dissolved. In any other case it shall stand adjourned until such time and place as the Trustees may decide, and all Members shall be given such notice as is practicable of the time, date and place of such an adjourned meeting. The Full Members present at a meeting so adjourned shall constitute a quorum for that meeting only.
24. At every General Meeting the Chair of the CVS shall preside, but if he or she is not present fifteen minutes after the time appointed for the commencement of the meeting the Vice Chair shall preside, and in the event of his or her absence the Full Members present shall choose one of their number to be Chair of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
25. The Chair may with the consent of any 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 an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise—except in the circumstances described in Article 23—it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Voting at General Meetings

26. Decisions at General Meetings shall be made by passing resolutions:
- (a) Decisions involving an alteration to the Articles of the CVS, or to wind up the CVS, and other decisions so required from time to time by statute shall be made by a Special Resolution. A Special Resolution is one passed by a majority of not less than 75% of votes cast.
 - (b) All other decisions shall be made by Ordinary Resolution requiring a simple majority of votes.
27. On any decision to be taken at a General Meeting:
- (a) all representatives of Full Member organisations shall be entitled to cast one vote. Votes may be cast personally or by proxy
 - (b) for the purpose of voting, Co-opted Trustees shall be treated as if they were Full Members, with all of the same voting rights as Full Members, provided that they are not already entitled to vote as the representative of a Full Member organisation.
28. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chair of the meeting shall not have a second or casting vote and the resolution shall be deemed to be lost.

Proxy voting

29. Anyone entitled to attend and vote at a General Meeting may appoint any other person to act as proxy for him or her by sending the CVS a notice in writing (a "proxy notice") which—
- (a) states the name and address of the Full Member appointing the proxy;
 - (b) identifies the person appointed to be that Full Member's proxy and the General Meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Full Member appointing the proxy; and
 - (d) is delivered to the CVS in accordance with any instructions contained in the notice of the General Meeting to which they relate.
30. The proxy notice may—
- (a) specify that the proxy must vote this way or that on any particular resolution; or
 - (b) authorise the proxy to vote in accordance her or his own judgement.
31. In the case of someone who is acting as proxy for more than one person: on a show of hands such a proxy shall have one vote; on a ballot the proxy is entitled to cast all the votes he or she holds.

Ballots

32. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a ballot (or "poll") is, before or on the declaration of the result of the show of hands, demanded by at least two Full Members' representatives present. Unless a ballot be so demanded, a declaration by the Chair that a resolution has on a show of hands been carried or lost, and an entry to that effect in the minutes of the proceedings of the CVS,

shall be conclusive evidence of the fact without proof of the number or proportions of the votes recorded in favour or against such resolution.

33. If a ballot is duly demanded it shall be taken in such a manner as the Chair directs, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. The demand for a ballot may be withdrawn.
34. The demand for a ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question upon which a ballot has been demanded.
35. A ballot may not be demanded on the election of a Chair of a meeting, or on any question of adjournment.

Written resolutions

36. Any decision that may be made at a General Meeting of the CVS may be made by written resolution, other than a decision to remove a Trustee or auditor before the expiry of their term of office.
37. A proposed written resolution shall be circulated to Full Members and to the auditors in the same manner as notices for General Meetings. Full Members signify their approval of the resolution if they wish to vote for it, and need take no action if they wish to vote against.
38. The majorities required to pass a written resolution are as follow:
 - (a) for an ordinary resolution, approval is required from a simple majority of the Full Members eligible to vote;
 - (b) for a special resolution, approval is required from not less than 75% of the Full Members eligible to vote.
39. The document indicating a Full Member's approval of a written resolution may be sent to the CVS as hard copy or in electronic form. A Full Member's agreement to a written resolution, once signified, may not be revoked.
40. A written resolution lapses if the necessary number of approvals has not been received 28 days after the first day on which copies of the resolution were circulated to Full Members.
41. A written resolution is passed as soon as the required majority of eligible Full Members have signified their agreement to it.

Notices

42. Any General Meeting shall be called by at least fourteen clear days' notice, but a General Meeting may be called with shorter notice if it is agreed by at least 90% of those Full Members entitled to attend and vote.
43. Notice of every General Meeting shall be given in writing to every Member of the CVS and to the auditors and to such other persons who are entitled to receive notice, and may be given:
 - (a) by sending it by post to an address provided for that purpose, or by leaving it at that address;
 - (b) by fax or by electronic communication to an address provided for that purpose; or

- (c) by posting it on a website, where the recipient has been notified of such posting in a manner agreed by that person.
- 44. Notice of all meetings shall be given exclusive of the day on which it is served and shall specify the exact time and place of the meeting. In the case of a General Meeting which is to consider a Special Resolution or a resolution to remove a Trustee or the auditor, such resolution shall be specified in the notices calling that meeting, and in the case of all other General Meetings the general nature of the business to be raised shall be specified.
- 45. Notice shall be deemed to have been served:
 - (a) 24 hours after being sent by electronic means or posted on a website or delivered by hand to the relevant address;
 - (b) 48 hours after being sent by post to that address.
- 46. The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.

BOARD OF TRUSTEES

Appointment and composition of the Board

- 47. The CVS shall have a Board of Trustees comprising:
 - (a) not less than five and not more than twelve persons elected by and from the Full Members' representatives at the Annual General Meeting, who shall take up office at the conclusion of the Annual General Meeting; and
 - (b) in addition, no more than five other persons, who may but need not be connected with any organisation which is a Full Member of the CVS, co-opted by the Trustees.
- 48. Under no circumstances shall any of the following serve as Trustees:
 - (a) employees of the CVS, or former employees for up to one year after employment ceases;
 - (b) persons aged under sixteen years;
 - (c) persons who are bankrupt or who are otherwise disqualified by law from serving as company directors;
 - (d) persons who have an unspent conviction involving dishonesty or deception or who are otherwise disqualified by law from serving as charity trustees.

Retirement cycle

- 49. Elected Trustees shall serve for a maximum of two three year terms. They shall retire at the conclusion of the third Annual General Meeting after the meeting at which they were elected, ie after six years. Retiring Trustees shall be eligible for re-election, after a mandatory break of one year.
- 50. At each Annual General Meeting the CVS shall elect as many Trustees as it may think fit, provided that the maximum size of the Board of Trustees, as specified in these Articles, is not exceeded. Elections shall be conducted in such manner as the Trustees shall from time to time direct.

51. Co-opted Trustees shall serve until the start of the first Board of Trustees meeting, after the Annual General Meeting which follows their co-option; at which meeting they may be again co-opted, to a maximum of six successive terms. Retiring Trustees shall be eligible for re-election, after a mandatory break of one year. Alternatively they may stand for election to the Board of Trustees (if then eligible) at the Annual General Meeting and be deemed to have stood down with immediate effect if not so elected at the AGM. For any Trustee who might switch from being co-opted to elected a six year maximum period of service will apply overall.

Vacancies

52. In the event of a casual vacancy occurring amongst the elected Trustees, the remaining Trustees may appoint any representative of a Full Member organisation to fill such vacancy until the following Annual General Meeting, when the Trustee so appointed may stand for election as a Trustee. Any person appointed to fill a casual vacancy shall be treated as an elected Trustee for the purposes of Article 47.
53. The Board of Trustees may act regardless of any vacancy in their body but, if and so long as their number is less than the minimum prescribed in these Articles, the remaining Trustees may act for the purposes of increasing their number, or of summoning a General Meeting of the CVS, but for no other purpose.

Disqualification and removal of Trustees

54. The office of a Trustee shall be immediately vacated if he or she:
- (a) resigns his or her office in writing to the CVS; or
 - (b) is the representative of an organisation which ceases to be a Member of the CVS; or
 - (c) in the opinion of a majority of the Trustees, fails to declare his or her interest in any contract as referred to in Article 68; or
 - (d) fails to attend three consecutive meetings of the Trustees without good reason and the Trustees decide to remove him or her from office by reason of such absence; or
 - (e) becomes bankrupt or is in breach of any county court administration order; or
 - (f) is removed from office by Ordinary Resolution of the CVS in General Meeting in accordance with the Act; or
 - (g) is disqualified by law from serving as a director of a company or as a charity trustee; or
 - (h) ceases to be the appointed representative of a Full Member under Article 15 and 47;
 - (i) has been found to have committed either a serious breach or a series of breaches of the code of conduct through a formal investigation under the procedure set out in the 'York CVS Trustee Code of conduct', and the Board has determined that the Trustee should vacate their position immediately;

and on ceasing to be a Trustee, he or she shall also vacate any honorary officer post held.

Powers and Duties of the Trustees

55. The business of the CVS shall be managed by the Trustees who may exercise all such powers of the CVS as may be exercised and done by the CVS and are not by statute or by these Articles required to be exercised or done by the CVS in General Meeting. This shall include the fixing of the remuneration of the auditors.
56. No regulation made by the CVS in General Meeting shall invalidate any prior act of the Trustees which would have been valid had that regulation not been made.
57. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the CVS shall be signed, drawn, accepted, endorsed, or otherwise executed in such manner as the Trustees shall from time to time direct, provided that all instruments of expenditure above a certain limit specified by the Trustees must be signed by at least two Trustees.
58. Without prejudice to its general powers, the Trustees may exercise all the powers of the CVS to borrow money and to mortgage or charge its undertaking and property or any part of them and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the CVS, subject to such consents as may be required by law.

Proceedings of the Trustees

59. The Trustees may meet together for the despatch of business and may adjourn and otherwise regulate their meetings as they think fit.
60. A meeting shall be summoned on the request of the Chair or any two Trustees by giving reasonable notice to all the Trustees and the Secretary if so appointed under Article 75.
61. Questions arising at any meetings shall be decided by a majority of votes, each Trustee having one vote on each question to be decided. In the case of an equality of votes, the Chair of the meeting may adjourn the item of business to be considered at a further meeting, not less than three clear days hence. Notice of such an adjournment shall be issued to all Trustees immediately following the meeting. At the adjourned meeting, the item shall be reconsidered and if there remains an equality of votes, only then shall the Chair have a second and casting vote.
62. A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.
63. 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.
64. The quorum necessary for the transaction of the business of the Trustees shall be five Trustees for meetings of the whole Board and three for meetings of any delegated or sub-committees under Article 71 and 72.
65. At every meeting of the Trustees the Chair of the CVS shall preside, but if he or she is not present fifteen minutes after the time appointed for the commencement of the meeting the Vice Chair shall preside, and in the event of

his or her absence the Trustees present shall choose one of their number to be Chair of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner.

66. A resolution in writing or in electronic form agreed by a majority of the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held.
67. All acts done by the Board of Trustees or by any person acting as a Trustee shall, even if it be afterwards discovered that there was some defect in the appointment of any such Trustee or person acting as such, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee.

Declarations of interest

68. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CVS or in any transaction or arrangement entered into by the CVS which has not previously been declared. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the CVS and any personal interest (including but not limited to any personal financial interest).

Conflicts of interest

69. If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and that conflict is not authorised by virtue of any other provision in these Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply—
 - (a) the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - (b) the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting;
 - (c) the unconflicted Trustees consider it to be in the interests of the CVS to authorise the conflict of interest in the circumstances applying.
70. In the above Article, a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve any direct or indirect benefit to a Trustee or to a connected person.

Delegation

71. The Trustees may delegate any of their powers or functions to committees comprising Trustees and optionally others. The terms of any delegation will be agreed by the Trustees and must be recorded in the minute book.
72. The Trustees may impose conditions when delegating, and will always include the conditions that—
 - (a) the relevant powers are to be exercised exclusively by the committee to whom they have been delegated;

- (b) no expenditure may be incurred on behalf of the CVS except in accordance with a budget previously agreed with the Trustees;
- (c) the Trustees may vary or revoke the delegation;
- (d) the committee shall report regularly to the Trustees.

OFFICERS

Honorary Officers

73. The Trustees may elect from amongst their own number a Chair, Vice Chair, Treasurer and such other honorary officers as they may see fit.
74. The election of honorary officers shall take place each year at the first meeting of the Trustees following the Annual General Meeting, provided that:
- (a) in the event of a casual vacancy occurring in any officer post, the Trustees may appoint one of their number to fill such a vacancy; and
 - (b) honorary officers may be elected to a maximum of six successive terms, and must thereafter wait at least one year before being elected again to the same honorary officer role, though he or she may continue as a Trustee; and
 - (c) the Trustees may determine from time to time any reasonable and fair process for the recruitment and identification of suitable candidates for election to the honorary officer roles including advertisement outside of the current Trustees if so agreed.
75. Honorary officers shall serve until the start of the first meeting of the Trustees following the next Annual General Meeting, except that the post of an honorary officer shall be vacated immediately if that officer:
- (a) ceases to be a Trustee of the CVS; or
 - (b) resigns that honorary office, though he or she may continue to serve as a Trustee; or
 - (c) is removed from that honorary office by a majority vote of the Trustees, though he or she may continue to serve as a Trustee.

Secretary

76. The Trustees may appoint a Secretary of the CVS upon such conditions as they think fit; and any Secretary so appointed may be removed by them.

ADMINISTRATION AND GENERAL

Minutes

77. The Trustees must keep minutes of all—
- (a) appointments of officers made by the Trustees;
 - (b) proceedings at general meetings of the CVS;
 - (c) written resolutions passed by the CVS;
 - (d) meetings of the Trustees and committees of Trustees including—

- i) the names of the Trustees present at the meeting;
- ii) the decisions made at the meetings; and
- iii) where appropriate, the reasons for the decisions.

78. Minutes of meetings shall be kept for a minimum of 10 years.

79. All such records and minutes shall be open to inspection at any reasonable time by any Trustee and by any person authorised by the CVS in General Meeting. Minutes of General Meetings shall be available for inspection by any Member of the CVS at any reasonable time.

The Seal

80. If the CVS should have a Seal, it may only be used by the authority of the Board of Trustees and every instrument to which the Seal shall be applied shall be signed by a Trustee and shall be countersigned by the Secretary or by a second Trustee. Every such application of the Seal shall be minuted.

Accounts

81. The Trustees must keep accounting records as required by the Act.

82. The Trustees must prepare accounts for each financial year as required by the Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

83. The Trustees must send a copy of the annual accounts and reports for each financial year to—

- (a) every member of the CVS, and
- (b) every person who is entitled to receive notice of general meetings.

84. The CVS's annual accounts and reports shall be sent out to members and others on or before the date on which it delivers its accounts and reports to the Registrar of Companies.

Annual Reports and Returns

85. The Trustees shall comply with all requirements of company and charity law with regard to the preparation and submission of annual reports, returns and accounts.

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

Indemnity

87. Every Trustee or other officer or auditor of the CVS shall be indemnified (to the extent permitted by sections 232, 234, 235, 532 and 533 of the Act) out of the assets of the CVS against any loss or liability which he or she may sustain or incur in connection with the execution of the duties of his or her office; that may include, without prejudice to that generality, (but only to the extent permitted by those sections of the Act), any liability incurred by him or her in defending any proceedings (whether civil or criminal) in which judgement is given in his or her favour or in which he or she is acquitted or any liability in connection with an

application in which relief is granted to him or her by the court from liability for negligence, default or breach of trust in relation to the affairs of the CVS.

88. The CVS shall be entitled to purchase and maintain for any Trustee insurance against any loss or liability which any Trustee or other officer of the CVS may sustain or incur in connection with the execution of the duties of his or her office, and such insurance may extend to liabilities of the nature referred to in section 232(2) of the Act (negligence etc of a Trustee).

Regulations

89. The CVS in General Meeting or the Trustees may from time to time make, adopt and amend such regulations in the form of bye-laws, standing orders, secondary rules or otherwise as they may think fit for the management, conduct and regulation of the affairs of the CVS and the proceedings and powers of the Trustees and committees, provided that such regulations are not inconsistent with the Articles, and do not amount to an addition or alteration such as could only legally be made by an alteration to the Articles. All Members of the CVS and Trustees shall be bound by such regulations whether or not they have received a copy of them.

DISSOLUTION

90. If upon the winding up or dissolution of the CVS there remains, after the satisfaction of its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the CVS but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the CVS and which shall prohibit the distribution of its or their income to an extent as least as great as is imposed on the CVS under or by virtue of clause 5 above, such institution or institutions to be determined by the Members of the CVS at or before the time of dissolution or, in so far as effect cannot be given to this provision, then to some other charitable purpose.

DEFINITIONS

91. In these Articles:

"the Act" means the Companies Act 2006.

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

"the Articles" means these Articles of Association.

"the CVS" means the charitable company governed by these Articles.

"the Board of Trustees" means all those persons appointed to perform the duties of directors of the CVS and "Trustee" means a director.

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

"connected person" means—

- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (b) the spouse or civil partner of the Trustee or of any person falling within paragraph (a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within paragraph (a) or (b) above;

- (d) an institution which is controlled –
 - i) by the Trustee or any connected person falling within paragraph (a), (b), or (c) above; or
 - ii) by two or more persons falling within sub-paragraph (i), when taken together
- (e) a body corporate in which –
 - i) the Trustee or any connected person falling within paragraphs (a) to (c) has a substantial interest; or
 - ii) two or more persons falling within sub-paragraph (i) who, when taken together, have a substantial interest.

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

"employee" means anyone holding a current contract of employment with the Charity.

"Secretary" means any person appointed to perform the duties of the Secretary of the CVS.

"the Seal" means the common seal of the CVS, if it should have one.

"in writing" shall be taken to include references to writing, printing, photocopying and other methods of representing or reproducing words in a visible form, including electronic transmission where appropriate.

Words importing the singular number shall include the plural and vice versa unless a contrary intention appears. Words importing persons shall include bodies corporate and associations if not inconsistent with the context. Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act.

Any reference to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.