

**COMPANIES ACT 2006**  
**WRITTEN RESOLUTION OF THE MEMBERS OF**  
**LEONARD CHESHIRE DISABILITY**  
**(the Company)**

Circulated on: 3 JULY 2017 (the Circulation Date)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 and in accordance with the Company's articles of association, the directors of the Company propose that the following resolution (the **Resolution**) is passed as a special resolution:

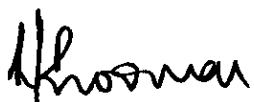
**Special Resolution**

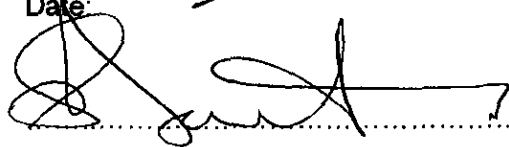
That the articles of association attached to this Resolution be approved and adopted as the new articles of association of the Company in substitution for and to the exclusion of the Company's existing articles of association.

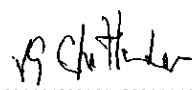
**Approval**

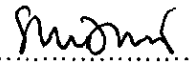
Please read the notes at the end of this document before you signify your agreement to the Resolution.

The undersigned, being the persons entitled to vote on the Resolution, hereby irrevocably agree to the Resolution.

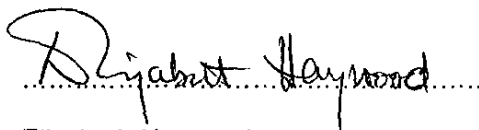
  
.....  
Richard Brooman 10/7/17  
Date: .....

  
.....  
Martin Davidson  
Date: 10/7/17

  
.....  
Victoria Chittenden  
Date: 10/7/17

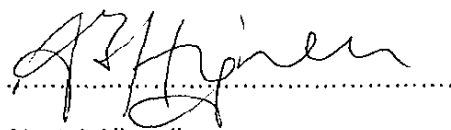
  
.....  
Sally Davis  
Date: 10/7/17





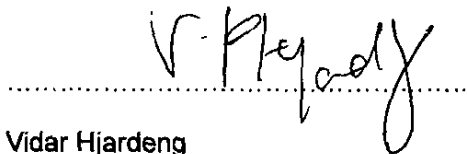
Elizabeth Haywood

Date: 10/7/17



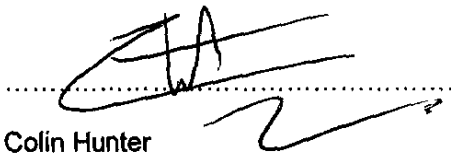
Alastair Hignell

Date: 10/7/17



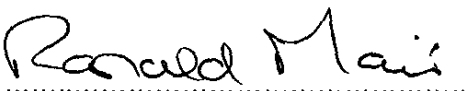
Vidar Hjordeng

Date: 10/7/17




Colin Hunter

Date: 10/7/17



Ranald Mair

Date: 10/7/17



Catriona Rayner

Date: 10/7/17



Anubha Shrivastava

Date:



Justin Tydeman

Date: 10/7/17

## Notes

1. If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it:
  - a. by attaching a signed copy to an email and sending it to Jenny Jacobs at [Jenny.Jacobs@leonardcheshire.org](mailto:Jenny.Jacobs@leonardcheshire.org); or
  - b. by post to 66 South Lambeth Road, London, SW8 1RL.
2. If you do not agree to the Resolution, you do not need to do anything; you will not be deemed to agree if you fail to reply.
3. Your agreement once signified, cannot be revoked.
4. Unless, within 28 days of the Circulation Date, sufficient agreement has been received for the Resolution to be passed, it will lapse.

THE COMPANIES ACT 2006

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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MEMORANDUM OF ASSOCIATION  
of  
LEONARD CHESHIRE DISABILITY

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FARRER&Co

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	
G L CHESHIRE	7, Pitts Head Mews, London W1 Group Captain, Retired
G C CHESHIRE	Laundry Cottage, Empshott, Hant Barrister-at-Law
A T DENNING	Fair Urn, Cuckfield, Sussex Lord Justice of Appeal
CLEMENTINA GWENDOLEN CATHERINE ST LEVAN	St Michael's Mount, Marazion, Cornwall
CHERRY MORRIS	The National Hospital, Queen Square, London WC1 Almoner
A JAMIESON	18, Crosby Square, London EC2 Knight
ROBERT REX EDGAR	Newton Valence Place, Alton, Hants Company Director

DATED this 28<sup>th</sup> day of June 1955

WITNESS to the above signatures:

J B WILDING  
4 Quex Rd, NW6  
Solicitor

THE COMPANIES ACT 2006

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION  
of  
LEONARD CHESHIRE DISABILITY

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FARRER&Co

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THE COMPANIES ACT 2006

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION

of

LEONARD CHESHIRE DISABILITY

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**1. Name and Registered Office**

- 1.1 The name of the **Charity** is Leonard Cheshire Disability.
- 1.2 The name of the Charity may be changed by a resolution of the **Trustees** provided that such a resolution shall require a majority of at least 75% to pass.
- 1.3 The registered office of the Charity is to be in England and Wales.

**2. Interpretation**

- 2.1 The interpretation provision in **Article** 20 shall apply.
- 2.2 The emboldening of a word or expression on the first occasion that it is used indicates that the word or expression is defined in Article 20.

**3. Objects**

- 3.1 The **Objects** of the Charity are to relieve the consequences of physical and/or mental disability by the provision, in the United Kingdom and overseas, of accommodation, services and support for the spiritual, social, physical and/or mental wellbeing of disabled people, by such means as are charitable, whatever their race, nationality, creed, sex or age.
- 3.2 Nothing in these Articles shall authorise an application of the Charity's property for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

**4. Powers**

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 to provide, either alone or in conjunction with statutory or non-statutory bodies, services to people with disabilities, including the power to make available funds donated to the Charity for the purchase by people with disabilities of equipment or other assistance;



- 4.2 to promote or carry out research intended to be for the benefit of people with disabilities;
- 4.3 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences broadcasts or courses of instruction on subjects relevant to people with disabilities and to cooperate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 4.4 to establish or join with other organisations in establishing resource and information centres at which disabled people and other members of the community may learn more about the opportunities available to disabled people;
- 4.5 to enter into agreements pursuant to which the Charity may provide services to or for the benefit of people with disabilities, including the power to the Charity to charge for the provision of services;
- 4.6 to provide advice;
- 4.7 to publish or distribute information;
- 4.8 to co-operate or collaborate with other bodies and engage in joint ventures;
- 4.9 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.10 to support, administer or set up other charities and undertake and execute charitable trusts;
- 4.11 to raise funds (but not by means of **Taxable Trading**);
- 4.12 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.13 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Acts**);
- 4.14 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.15 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.16 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.17 to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 4.18 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.19 to make grants or loans of money and to give guarantees;

- 4.20 to set aside funds for special purposes or as reserves against future expenditure;
- 4.21 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.22 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **Financial Expert**, unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.23 to delegate the management of investments to a Financial Expert, but only on terms that:
  - 4.23.1 require the Financial Expert to comply with any investment policy (and any revision of that policy) set down **In Writing** for the Financial Expert by the Trustees;
  - 4.23.2 require the Financial Expert to report every transaction to the Trustees;
  - 4.23.3 require the Financial Expert to review the performance of the investments with the Trustees regularly;
  - 4.23.4 entitle the Trustees to cancel the delegation arrangement at any time;
  - 4.23.5 require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a **Year**;
  - 4.23.6 require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt;
  - 4.23.7 prohibit the Financial Expert from doing anything outside the powers of the Trustees;
- 4.24 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required;
- 4.25 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.26 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as **Charity Trustees** or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4.27 subject to Article 8, to employ officers, employees and workers and to engage consultants, advisers, agents and volunteers;
- 4.28 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers employees and workers and their surviving dependants;

- 4.29 to enter into contracts to provide services to or on behalf of other bodies;
- 4.30 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated;
- 4.31 to establish or acquire subsidiary companies;
- 4.32 to pay the reasonable and proper costs of forming and administering the Charity; and
- 4.33 to do anything else within the law which promotes or helps to promote the Objects.

## **5. The Trustees**

- 5.1 *The Trustees as Charity Trustees have control of the Charity and its property and funds.*
- 5.2 The number of Trustees shall be not less than seven (or such alternative minimum number as the Trustees may determine from time to time by a resolution of at least 75% majority) and is not subject to any maximum. All **Members** shall be Trustees.
- 5.3 Any person who is willing to act as a Trustee of the Charity and is permitted to be so appointed by the law and the **Articles**, may be appointed to be a Trustee by a decision of the Trustees.
- 5.4 Subject to Article 5.5 and to earlier termination under Article 5.7, Trustees shall hold office for a period of:
  - 5.4.1 three years in respect of their first and any second term of office; and
  - 5.4.2 up to three years in respect of any third term of office.
- 5.5 If a Trustee is appointed as Chair pursuant to Article 7.2.1(b) the Trustees may resolve that his or her term of office as a Trustee is extended:
  - 5.5.1 so that for the purposes of Article 5.4 his or her date of appointment as Chair shall be considered the commencement of his or her first term of office as Trustee; or
  - 5.5.2 so that he or she shall remain in office as a Trustee for such term as the Trustees think fit.
- 5.6 Subject to Article 5.7, any retiring Trustee who remains qualified may be re-appointed, provided that no Trustee may serve for more than three terms of office.
- 5.7 A Trustee's term of office automatically terminates if he or she:
  - 5.7.1 is disqualified under the Charities Acts from acting as a Charity Trustee;
  - 5.7.2 is absent from three consecutive meetings of the Trustees without consent and the Trustees resolve that his or her position shall be vacated;
  - 5.7.3 ceases to be a Member;

- 5.7.4 resigns by **Written** notice to the Trustees (but only if at least seven Trustees will remain in office);
  - 5.7.5 is removed by Ordinary Resolution at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views;
  - 5.7.6 ceases, to the reasonable satisfaction of the Trustees, to be a fit and proper person for the purposes of the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014.
- 5.8 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.
- 6. Proceedings of Trustees**
- 6.1 The Trustees must hold at least three meetings each Year.
- 6.2 A quorum at a meeting of the Trustees is four Trustees or one third of the Trustees, whichever is the higher.
- 6.3 Any Trustee may call a meeting of the Trustees by giving reasonable notice of the meeting to the Trustees or by authorising the **Secretary** (if there is one) to give such notice.
- 6.4 A meeting of the Trustees may be held either in person or by suitable telephonic or other electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 6.5 The **Chair** or (if the Chair is unable or unwilling to do so so) the Vice-Chair or (if the Chair and Vice-Chair are unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 6.6 Every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution circulated to all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose:
- 6.6.1 the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees; and
  - 6.6.2 the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 6.7 Every Trustee, including the Chair, has one vote on each issue.
- 6.8 A Trustee must avoid a situation in which he has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:
- 6.8.1 the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - 6.8.2 the situation is authorised by the Trustees in accordance with Article 6.9; or

- 6.8.3 the situation relates to the purchase of trustee indemnity insurance in accordance with Article 4.25.
- 6.9 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that:
  - 6.9.1 the procedure in Article 6.10 is followed;
  - 6.9.2 authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Trustee or any **Person Connected to a Trustee** that would not be permitted by Article 8; and
  - 6.9.3 the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.
- 6.10 Whenever a Trustee has an interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
  - 6.10.1 declare his interest before discussion begins on the matter;
  - 6.10.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
  - 6.10.3 not be counted in the quorum for that part of the meeting;
  - 6.10.4 withdraw during the vote and have no vote on the matter.
- 6.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **7. Powers of Trustees**

- 7.1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the **Companies Acts**, the Articles or any **Special Resolution**.
- 7.2 Without prejudice to Article 7.1, the Trustees may:
  - 7.2.1 appoint for such term of office as the Trustees think fit (and remove):
    - (a) any individual (who may be a Trustee) to act as Secretary to the Charity;
    - (b) a Chair, Vice-Chair and Treasurer from among their number; and
    - (c) any individuals (who may be Trustees) to be President, Vice-President(s) and other honorary officers of the Charity;
  - 7.2.2 delegate any of their functions to committees consisting of three or more individuals appointed by them (but at least two members of every committee must be Trustees and all proceedings of committees must be reported promptly to the Trustees);
  - 7.2.3 make regulations consistent with the Articles and the Companies Acts to govern:

- (a) proceedings at general meetings;
  - (b) proceedings at meetings of Trustees and meetings of committees; and
  - (c) the administration of the Charity and the use of its seal (if any);
- 7.2.4 establish procedures to assist the resolution of disputes within the Charity;
- 7.2.5 exercise any powers of the Charity which are not reserved to a general meeting.
- 7.3 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 5.2 it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees filling up vacancies in their body or summoning a general meeting but not for any other purpose.
- 8. Benefits to Members and Trustees**
- 8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity but:
  - 8.1.1 Members (and Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
  - 8.1.2 Members (and Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
  - 8.1.3 Members (and Trustees) who are beneficiaries may receive charitable benefits in that capacity provided that no more than one half of the Trustees may be in receipt of such benefits at any given time.
- 8.2 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:
  - 8.2.1 as mentioned in Articles 4.26, 8.1.1, 8.1.2, 8.1.3, 8.3 or 18;
  - 8.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
  - 8.2.3 in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).
- 8.3 Any Trustee (or any Person Connected to a Trustee whose remuneration might result in a Trustee obtaining a Material Benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:
  - 8.3.1 the goods or services are actually required by the Charity;
  - 8.3.2 any conflict of interests is authorised by the Trustees in accordance with Article 6.9;
  - 8.3.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.10;

- 8.3.4 in any financial year, no more than one half of the Trustees are subject to such a contract (or have a person connected to them who is subject to such a contract).

## **9. Membership**

- 9.1 The Charity must maintain a register of Members in accordance with the Companies Acts.
- 9.2 All Trustees shall be Members.
- 9.3 Membership is terminated if the Member concerned:
- 9.3.1 gives Written notice of resignation to the Charity;
  - 9.3.2 dies;
  - 9.3.3 ceases to be a Trustee.
- 9.4 Membership of the Charity is not transferable.

## **10. General Meetings**

- 10.1 Members are entitled to attend general meetings personally or by proxy. General meetings are called on at least 14 **Clear Days'** Written notice specifying the business to be discussed.
- 10.2 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least one third of the Members.
- 10.3 The Chair or (if the Chair is unable or unwilling to do so) the Vice-Chair or (if the Chair and Vice-Chair are unable or unwilling to do so) a Member elected by those present presides at a general meeting.
- 10.4 A general meeting may be called at any time by the Trustees.
- 10.5 A general meeting may be called on a Written request to the Trustees from at least 5% of the Members.
- 10.6 On receipt of a Written request made pursuant to Article 10.5, the Trustees must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting.

## **11. Appointment of Proxies**

- 11.1 Proxies may only be validly appointed by a notice In Writing which:
- 11.1.1 states the name and address of the Member appointing the proxy;
  - 11.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - 11.1.3 is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine;
  - 11.1.4 is delivered to the Charity in accordance with Article 15.2;

- 11.1.5 is received by the Charity at least 24 hours before the meeting to which it relates.
- 11.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 11.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 11.4 Unless a proxy notice indicates otherwise, it should be treated as:
  - 11.4.1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
  - 11.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 11.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 15.2, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

## **12. Voting at General Meetings**

- 12.1 A resolution at a general meeting shall be decided by a show of hands (or an equivalent voting mechanism, at the discretion of the Chair), unless a poll is demanded.
- 12.2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.
- 12.3 Subject to Article 12.4, every Member present in person or by proxy has one vote on each issue.
- 12.4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands (or equivalent voting mechanism).
- 12.5 A poll on a resolution may be demanded:
  - 12.5.1 in advance of the general meeting where it is to be put to the vote; or
  - 12.5.2 at a general meeting, either before a show of hands (or equivalent voting mechanism) on that resolution or immediately after the result of a show of hands (or equivalent voting mechanism) on that resolution is declared.
- 12.6 A poll may be demanded by:
  - 12.6.1 the chair of the meeting;
  - 12.6.2 any Trustee;
  - 12.6.3 two or more persons having the right to vote on the resolution; or
  - 12.6.4 a person representing at least 10% of the total voting rights of all the Members present at the meeting and having the right to vote on the resolution.



12.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chair of the meeting consents to the withdrawal.

12.8 Polls must be taken immediately and in such manner as the chair of the meeting directs.

### **13. Written Resolutions**

13.1 Subject to Article 13.7, any resolution that may be passed validly at a general meeting of the Charity may be passed as a written resolution.

13.2 A written resolution may be proposed by the Trustees or by 5% or more of the Members (on written request to the Trustees).

13.3 The Trustees must circulate any proposed written resolution to all Members, together with:

13.3.1 any accompanying statement;

13.3.2 guidance on how to signify agreement to the resolution; and

13.3.3 the date by which the resolution must be passed if it is not to lapse.

13.4 A Member signifies agreement to a proposed written resolution when the Charity receives from him an **Authenticated Document** (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it.

13.5 Subject to Article 13.6, a written resolution is passed when:

13.5.1 in the case of an Ordinary Resolution, a simple majority of all the Members have signified their agreement to it; and

13.5.2 in the case of a Special Resolution, at least 75% of all the Members have signified their agreement to it.

13.6 A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.

13.7 The following may not be passed as a written resolution:

13.7.1 a resolution to remove a Trustee before his period of office expires; and

13.7.2 a resolution to remove an auditor before his period of office expires.

### **14. Records and Accounts**

14.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

14.1.1 annual reports;

14.1.2 confirmation statements; and

14.1.3 annual statements of account.

**14.2 The Trustees must keep proper records of:**

14.2.1 all resolutions of Members passed otherwise than at a general meeting;

14.2.2 all proceedings at general meetings;

14.2.3 all proceedings at meetings of the Trustees;

14.2.4 all reports of committees; and

14.2.5 all professional advice obtained.

**14.3 The records referred to in Articles 14.2.1, 14.2.2 and 14.2.3 must be kept for ten years from the date of the resolution, general meeting or Trustees' meeting, as relevant.**

**14.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.**

**14.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a Written request for it and pays the Charity's reasonable costs.**

**15. Communication with Members**

**15.1 The Charity may validly send or supply any document (including any notice) or information to a Member:**

15.1.1 by delivering it by hand to the address recorded for the Member in the register of Members;

15.1.2 by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members;

15.1.3 by electronic mail to an email address notified by the Member In Writing; or

15.1.4 by means of a website the address of which has been notified to the Member In Writing;

in accordance with the provisions of the Companies Acts.

**15.2 Members may validly send any notice or document to the Charity:**

15.2.1 by post to:

(a) the Charity's registered office; or

(b) any other address specified by the Charity for such purposes;

15.2.2 to any email address provided by the Charity for such purposes.

**16. Disputes**

If a dispute arises between Members about the validity or propriety of anything done by the Members under the Articles and the dispute cannot be resolved by

agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

**17. Guarantee**

17.1 The liability of Members is limited.

17.2 Every Member promises, if the Charity is dissolved while he remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while he was a Member.

**18. Indemnity**

The Charity shall indemnify every Trustee in respect of any **Relevant Liabilities Properly Incurred** in running the Charity.

**19. Winding Up**

19.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

19.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as, or similar to the Charity's objects;

19.1.2 directly for the Charity's objects or charitable purposes within or similar to such objects; or

19.1.3 in such other manner consistent with charitable status as the Commission may approve in writing in advance.

19.2 The Trustees shall submit a final report and statement of account to the Commission.

**20. Interpretation**

20.1 In the Articles:

**Articles** means these articles of association;

**Authenticated Document** means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement);

**Chair** means the chair of the Trustees;

**Charities Acts** means the Charities Acts 1992 to 2011;

**Charity** means the company governed by the Articles, with company number 00552847;

<b>Charity Trustee</b>	has the meaning prescribed by section 177 of the Charities Act 2011;
<b>Clear Days</b>	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;
<b>Commission</b>	means the Charity Commission for England and Wales;
<b>Companies Acts</b>	means the Companies Acts 1985 to 2006;
<b>Financial Expert</b>	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;
<b>Material Benefit</b>	means a benefit which may or may not be financial but which has a monetary value;
<b>Member and Membership</b>	refer to membership of the Charity;
<b>Objects</b>	means the objects of the Charity set out in Article 3;
<b>Ordinary Resolution</b>	means a resolution of the Members that is passed by a simple majority;
<b>Person Connected to a Trustee</b>	means: <ul style="list-style-type: none"> <li>(a) a child, parent, grandchild, grandparent, brother or sister of a Trustee;</li> <li>(b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a);</li> <li>(c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b);</li> <li>(d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together);</li> <li>(e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);</li> </ul>
<b>Personal Interest</b>	means an interest which conflicts with the interests of the Charity but does not include an interest in purchasing trustee indemnity insurance;
<b>Properly Incurred</b>	means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in

relation to the Charity;

**Relevant Liability** means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability:

- (a) to pay a criminal fine;
- (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);
- (c) for defending criminal proceedings in which he is convicted;
- (d) for defending civil proceedings in which judgment is given against him;
- (e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;

and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity;

**Secretary** means the Secretary of the Charity (if one is appointed);

**Special Resolution** means a resolution of the Members that is passed by a majority of 75% or more;

**Taxable Trading** means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax;

**Trustee** means a director of the Charity and Trustees means all of the directors;

**Written or In Writing** refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail;

**Year** means calendar year.

20.2 Except where the context requires otherwise, expressions defined in the Companies Acts have the same meaning in the Articles.

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

20.4 References to one gender shall include any other gender.

- 20.5 Articles 3, 4.26, 8 and 19 must not be changed without the prior Written authorisation of the Commission.
- 20.6 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity.