

Companies Act 2006
Private company limited by shares

ARTICLES OF ASSOCIATION OF

Manchester Camerata
Company number: 01128463
Charity number: 503675

Adopted by special resolution dated 12th April, 2023

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ARTICLES OF ASSOCIATION OF
MANCHESTER CAMERATA

1. Interpretation

1.1. The Articles are to be interpreted without reference to the Model Articles under the Companies Act, which do not apply to the Charity.

1.2. In the Articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting of the Charity;

‘the Articles’ means the Charity’s Articles of Association and ‘Article’ refers to a particular Article;

‘Beneficiary’ and ‘Beneficiaries’ means the individual or individuals who qualify as beneficiaries of the Charity in accordance with the Objects;

‘Chair’ means the chair of the Trustees appointed under Article 7;

‘the Charity’ means the company governed by the Articles;

‘the Charities Act’ means the Charities Act 2011;

‘Charity Trustee’ has the meaning prescribed by section 177 of the Charities Act;

‘clear day’ does not include the day on which notice is given or the day of the meeting or other event;

‘the Commission’ means the Charity Commission for England and Wales or any body which replaces it;

‘the Companies Act’ means as defined in section 2 of the Companies Act 2006;

“Conflict” means any situation in which a Trustee has or might have a direct or indirect interest (including but not limited to any personal financial interest) that conflicts or possibly might conflict, with the interests of the Charity or which conflicts or possibly might conflict with that Trustee’s duty to act solely in the interests of the Charity;

“Conflicted Trustee” means a Trustee in respect of whom a Conflict exists;

“Connected Person” means, in relation to a Trustee:

- (i) a child, parent, grandchild, grandparent, brother or sister of that Trustee;
- (ii) the spouse or civil partner of that Trustee or of any person falling within (i) above;
- (iii) a person carrying on business in partnership with that Trustee or with any person falling within (i) or (ii) above;
- (iv) an institution which is controlled (whether directly or through one or more nominees):
 - (1) by that Trustee or any person falling within (i), (ii) or (iii) above or (v) below; or
 - (2) by two or more persons falling within (1) above, when taken together;

- (v) a body corporate in which:
 - (1) that Trustee or any person falling within (i), (ii) or (iii) or (iv) above has a substantial interest; or
 - (2) two or more persons falling within (1) above who, when taken together, have a substantial interest

and sections 350 – 352 of the Charities Act apply for the purposes of interpreting the terms used in this definition;

'Custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'Director' means a director of the Charity being also a charity trustee;

"Electronic Means" refers to a document or information sent or supplied in electronic form where it is sent or supplied by electronic means (for example by email), or by any other means while in an electronic form (for example sending a disc by post) or, in relation to meetings, by telephone call, video conference or other means in which all participants may communicate with all other participants;

"Financial Benefit" means a benefit, direct or indirect, which is either money or has a monetary value;

'Financial Expert' means a person who is reasonably believed by the Trustees to be qualified to give advice on investments by reason of their ability in and practical experience of financial and other matters relating to investments;

'Financial Year' means the Charity's financial year;

'Firm' includes a limited liability partnership;

'Indemnity Insurance' means 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;

'Leaving Trustee' has the meaning given to it in Article 13;

'Member' and 'Membership' refer to company membership of the Charity as a company law member pursuant to the Companies Act;

'Memorandum' means the Charity's Memorandum of Association;

'Model Articles' means the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);

'Month' means calendar month;

'Nominee Company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

'Ordinary Resolution' has the meaning given in section 282 of the Companies Act. Where applicable, 'Members' in this definition means a class of Members;

'the Objects' means the Objects of the Charity as defined in Article 2;

'present' means, in relation to a general meeting, present in person, (in the case of a member organisation) by an authorised representative, by proxy or by suitable Electronic Means agreed

by the Trustees pursuant to Article 18 or, in relation to a meeting of the Trustees, present either in person or by suitable Electronic Means pursuant to Article 5.6;

‘Secretary’ means a company secretary;

‘Share Capital’ means the issued share capital of the Charity from time to time, at the date of adoption of these Articles, being £100 divided into 100 shares of £1;

‘Shares’ means shares of any class in the capital of the Company;

‘Special Resolution’ has the meaning given in section 283 of the Companies Act. Where applicable, ‘Members’ in this definition means a class of Members;

‘Taxable Trading’ means 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;

‘Transfer Notice’ has the meaning given in Article 13;

‘Transfer Shares’ has the meaning given in Article 13;

‘Transmittee’ means a person entitled to a Share by reason of the death or bankruptcy of a Member or otherwise by operation of law;

‘Trustee’ means a Director of the Charity and ‘Trustees’ means the Directors;

‘Vice-Chair’ means the vice-chair of the Trustees appointed under Article 7;

‘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;

“Un-conflicted Trustees” means the Trustees who do not have a Conflict in relation to the matter in question;

‘Written Resolution’ has the meaning given in section 288 of the Companies Act; and

‘year’ means calendar year.

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

1.4. 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.

2. Objects

2.1. The objects of the Charity are for the public benefit and specifically restricted to

2.1.(a) advance the arts, in particular the art of music;

2.1.(b) advance education;

2.1.(c) relieve those in need by reason of youth, age, ill-health, disability or otherwise, in particular but not limited to those who are living with conditions such as dementia or are experiencing or are at risk of poor mental health;

2.1.(d) promote social inclusion by preventing people from becoming socially excluded, relieving the needs of those people who are socially excluded and assisting them to integrate into society; and

2.1.(e) advance such other exclusively charitable purposes as the trustees shall think fit from time to time

through the innovative use of music, informed by the needs of beneficiaries of the charity and their communities, and driven by the highest standards of artistic excellence.

For the purpose of this clause “socially excluded” means being excluded from society, or part of society, as a result of being a member of a socially and economically deprived community.

3. Powers

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

- 3.1. to do anything within the law which promotes or helps to promote the Objects;
- 3.2. to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;
- 3.3. to provide advice or information;
- 3.4. to carry out research;
- 3.5. to co-operate with other bodies;
- 3.6. to support, administer or set up other charities;
- 3.7. to act as a Charity Trustee of a charitable trust;
- 3.8. to acquire, merge with or enter into any partnership or joint venture arrangement with any other body for the purposes of any of the Objects;
- 3.9. to accept or refuse gifts and donations and to raise funds (but not by means of Taxable Trading);
- 3.10. to borrow money;
- 3.11. to give security, including but not limited to guarantees, for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 3.12. to acquire or hire property of any kind;
- 3.13. to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 3.14. to set aside funds for special purposes or as reserves against future expenditure;
- 3.15. to deposit or invest its funds in any manner including without limitation with a view to:
 - (a) directly furthering the Charity’s purpose;
 - (b) achieving a financial return for the Charity; or
 - (c) achieving both of the objectives described at (a) and (b) above in accordance with and provided that the Trustees comply with their duties under Part 14A of the Charities Act, (but to invest wholly or partly with a view to achieving a financial return only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 3.16. to delegate the management of investments to a Financial Expert, but only on terms that:
 - (a) the investment policy is set down in writing for the Financial Expert by the Trustees;
 - (b) timely reports of all transactions are provided to the Trustees;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) all payments due to the Financial Expert are on a scale or at a level which is agreed in

- advance and are notified promptly to the Trustees on receipt; and
- (g) the Financial Expert must not do anything outside the powers of the Charity;
- 3.17. to 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 to pay any reasonable fee required;
- 3.18. to deposit documents and physical assets with any company registered or having a place of business in England or Wales as Custodian, and to pay any reasonable fee required;
- 3.19. to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 3.20. to provide Indemnity Insurance for the Trustees and officers of the Charity in accordance with the restrictions imposed by the Charities Act;
- 3.21. subject to Article 8.3, to employ or engage paid or unpaid agents, staff or advisers and where appropriate:
- (a) to provide for them to benefit under pension and other staff benefit arrangements for them and their dependants; and
- (b) to enter into compromise and settlement arrangements with them;
- 3.22. to enter into contracts and agreements of any kind, including without limitation contracts to provide services to or on behalf of other bodies; and
- 3.23. to establish or acquire subsidiaries.

4. The Trustees (also called Directors)

- 4.1. The Trustees as Charity Trustees and company directors have general control and management of the administration of the Charity and its property and funds.

- 4.2. The Charity must maintain a register of Trustees (which may be called a register of directors).

Number of Trustees

- 4.3. There shall be at least three and not more than twelve Trustees all of whom must meet the eligibility criteria set by the Trustees from time to time and must not be subject to automatic termination of their trusteeship under Article 4.9. If the number of Trustees falls below three, the remaining Trustees may only act to appoint further Trustees as required.

Appointment of Trustees

- 4.4. Trustees are to be appointed by the Trustees in accordance with Articles 4.6 to 4.8. In accordance with Article 12.2, the Trustees shall become Members by virtue of their appointment as Trustees.
- 4.5. A Trustee may not act as a Trustee until they have expressly acknowledged, in whatever way the Trustees decide, their acceptance of the office of Trustee and confirmation that they meet the eligibility criteria and are not subject to automatic termination of their trusteeship under Article 4.9.
- 4.6. Trustees, shall be appointed for terms of three years and a Trustee who has served their term must retire at the next meeting of the Trustees that occurs nearest to the expiry of their term.
- 4.7. Subject to Article 4.8, a retiring Trustee who remains eligible may be re-appointed for a

maximum of two consecutive terms of office including their initial term.

- 4.8. The Trustees may, in circumstances which they consider to be exceptional, permit one or more of the Trustees to serve one additional consecutive term of office, provided that any such further appointment may only take effect with the consent of at least 75% of the other Trustees.

Retirement and removal of Trustees

- 4.9. Subject to Article 4.10, a Trustee's term of office automatically terminates if they:
- (a) reach the end of their term of office in accordance with Article 4.6;
 - (b) resign by written notice to the Trustees (but only if at least three Trustees will remain in office);
 - (c) cease to meet the eligibility criteria (if any) set by the Trustees from time to time in accordance with Article 4.3 and are removed by a resolution of a majority of the other Trustees;
 - (d) are disqualified under the Charities Act from acting as a Charity Trustee or are prohibited by law from being a director of a company;
 - (e) are, in the reasonable opinion of a majority of the other Trustees, incapable, whether mentally or physically, of managing their own affairs and are removed by a resolution of a majority of the other Trustees;
 - (f) are absent without permission from two consecutive meetings of the Trustees and are removed by a resolution of a majority of the other Trustees;
 - (g) are removed by the Members in accordance with the provisions of the Companies Act;
 - (h) are removed by a resolution passed by a majority of the other Trustees for breaching their duties as a Trustee, or if a majority of the other Trustees reasonably believe that their removal as a Trustee is in the best interests of the Charity; or
 - (i) die.
- 4.10. Before passing any resolution under Article 4.9(c), 4.9(e), 4.9(f) or 4.9(h) the others Trustees shall first invite the view of the Trustee concerned and have considered the matter in light of any such views.

5. Trustees' proceedings

- 5.1. The Trustees must hold at least four meetings each year.

Quorum

- 5.2. A quorum at a meeting of the Trustees is three Trustees or one third of the Trustees (rounded up to the nearest whole number), if greater.

Calling Trustees' meetings

- 5.3. A Trustee may at any time, and the Secretary (if any) must at the request of a Trustee, summon a meeting of the Trustees.
- 5.4. Notice of a meeting of the Trustees may be given to a Trustee personally or by word of mouth or sent in writing to them at their last known postal or email address or by any other postal or Electronic Means given by them to the Charity for this purpose.
- 5.5. Except where there are matters demanding urgent consideration, each Trustee must be given

reasonable notice of each meeting of the Trustees.

Attendance and voting at Trustees' meetings

- 5.6. A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.
- 5.7. The Chair, or if the Chair is not present, unable or unwilling to do so the Vice-Chair (if any), shall preside at each meeting and if neither is present, able or willing then some other Trustee chosen by the Trustees present shall preside at the meeting.
- 5.8. 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 [provided that the number of Trustees who are not Conflicted Trustees is equal to or exceeds the number set as a quorum for a meeting of the Trustees in accordance with Article 5.2. For this purpose the resolution may be contained in more than one document.
- 5.9. Every Trustee has one vote on each issue but, in the case of an equality of votes, the chair of the meeting has a second or casting vote.

6. Trustees' powers

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 6.1. To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
- 6.2. To delegate in writing any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee, all proceedings of committees must be reported promptly to the Trustees and the delegation may be revoked at any time.
- 6.3. To delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including, subject to Articles 8 and 9, the payment of a salary) as they think fit.
- 6.4. To make such reasonable and proper standing orders, rules, regulations or bye laws for the proper conduct and management of the Charity provided that they are consistent with the Articles and the Companies Act.
- 6.5. To establish procedures to assist the resolution of disputes or differences within the Charity.
- 6.6. To exercise in their capacity as Trustees any powers of the Charity which are not reserved to them in their capacity as Members.

7. The Chair and Vice-Chair

- 7.1. The Chair and Vice-Chair:
 - (a) shall be appointed by the Trustees from among their number and the term of each

- office may commence and end at different times; and
- (b) shall be appointed for their remaining term of office as Trustee.
- 7.2. A retiring Chair or Vice-Chair who is eligible under Articles 4.3 and 4.9 may be reappointed as long as they remain appointed as a Trustee, provided that they shall not serve for more than two consecutive terms.
- 7.3. The Vice-Chair shall not automatically succeed an outgoing Chair and any Trustee shall be eligible for the position of Chair.
8. Application of Income and Property
- 8.1. The income and property of the Charity shall be applied solely towards the promotion of the Objects, but:
- (a) a Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by them when acting on behalf of the Charity;
- (b) a Trustee may 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; and
- (c) the Charity may indemnify any Trustee or former Trustee against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act.
- 8.2. A Trustee may not receive any benefit or payment unless it is authorised by Article 8.1 or Article 9.
- 8.3. Subject to Article 9, 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..
9. Benefits and payments to Trustees and connected persons
- 9.1. No Trustee or Connected Person may:
- (a) buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the Charity;
- (c) be employed by, or receive any remuneration from, the Charity; or
- (d) receive any other Financial Benefit from the Charity,
- unless the payment is permitted by Article 8.1 and/or Article 9.2, or authorised by the court or the prior written consent of the Commission has been obtained, or the Commission has confirmed in writing that its consent is not needed.
- 9.2. A Trustee or Connected Person may:
- (a) receive a benefit from the Charity in the capacity of a Beneficiary of the Charity provided that it is available generally to the Beneficiaries of the Charity;
- (b) enter into a contract for the supply of good and/or services to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;

- (c) receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England base rate;
 - (d) receive rent for premises let by the Trustee or Connected Person to the Charity, provided that the amount of the rent and the other terms of the lease must be reasonable and proper, and the Conflicted Trustee must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion; and
 - (e) take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 9.3. In Article 9.2 the term Charity includes any company or other legal entity in which the Charity:
- (a) holds more than 50% of the shares; or
 - (b) controls more than 50% of the voting rights; or
 - (c) has the right to appoint one or more directors or trustees to the board of the company or other legal entity.
10. Conflicts of interest and Conflicts of loyalty
- 10.1. A Trustee must declare, as soon as possible and at the latest at the beginning of the meeting at which the matter is to be discussed or before the passing of any written resolution of the Trustees, the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.
- 10.2. Any Trustee who is or becomes a Conflicted Trustee in relation to any matter to be discussed by the Trustees must:
- (a) absent themselves from those discussions, unless the Un-conflicted Trustees invite the Conflicted Trustee to remain in order to provide information to assist the Un-conflicted Trustees in their discussions; and
 - (b) be absent during any vote and have no vote on the matter whether at a meeting or by written resolution of the Trustees, and shall not be counted in the quorum for that part of the discussion.
- 10.3. Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Companies Act, and provided that they have disclosed to the other Trustees the nature and extent of any interest in accordance with Article 10.1, a Trustee may be an unpaid director or other officer of any undertaking in the same group as the Charity or in which the Charity or any undertaking in the same group as the Charity is otherwise interested. The conditions in Articles 10.1 and 10.2 apply to this authorisation.
- 10.4. If a Conflict 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 the Articles, the Un-conflicted Trustees may authorise, to the fullest extent permitted by law, that Conflict 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 Un-conflicted Trustees consider it is in the interests of the Charity to authorise the Conflict in the circumstances applying; and
 - (d) the Conflict does not involve a direct or indirect benefit of any nature to a Trustee or to a Connected Person.
- 10.5. Any authorisation of a Conflict under Article 10.4:
- (a) may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (b) may impose upon the Conflicted Trustee such other terms for the purposes of dealing with the Conflict as the Trustees think fit; and
 - (c) may provide that, where the Conflicted Trustee obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Trustee) information that is confidential to a third party, they shall not be obliged to disclose that information to the Charity, or to use it in relation to the Charity's affairs where to do so would amount to a breach of that confidence.
- 10.6. Where the Un-conflicted Trustees authorise a Conflict under Article 10.4, the Conflicted Trustee shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Un-conflicted Trustees in relation to the Conflict.
- 10.7. The Trustees may revoke or vary any authorisation given under Article 10.4 at any time, but this shall not affect anything done by the Conflicted Trustee prior to such revocation or variation in accordance with the terms of such authorisation.
11. Records and Accounts
- 11.1. The Trustees must comply with the requirements of the Charities Act and of the Companies Act 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:
- (a) annual returns; and
 - (b) annual reports and accounts.
- 11.2. The Trustees must also keep records of:
- (a) all proceedings at meetings of the Trustees, Members and committees;
 - (b) all resolutions in writing;
 - (c) all reports of committees; and
 - (d) all decisions taken by Electronic Means.
- 11.3. Accounting records relating to the Charity must be made available for inspection by any Trustee

at any time during normal office hours.

- 11.4. A copy of the Charity's Articles and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

12. Membership

- 12.1. The Charity must maintain a register of Members.
- 12.2. No person other than a Trustee may be registered as a Member.
- 12.3. Any transfer of any Share or any interest in any Share will be void and have no effect, and the Trustees will not register the transfer of any Share or any interest in any Share, in each case, unless the transfer:
- 12.3.(a) is made in accordance with Article 13; or
- 12.3.(b) is made in accordance with Article 14.
- 12.4. A person shall automatically cease to be a Member when they cease to be a Trustee and shall be removed from the Register of Members in accordance with the provisions of Articles 13 and/or 14 as the case may be.
- 12.5. An obligation to transfer a Share under these Articles will be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or other encumbrance.

13. Compulsory Transfers

- 13.1. A Transfer Event occurs in relation to any Member who:
- 13.1.(a) ceases to be a Trustee;
- 13.1.(b) has a bankruptcy order made against them or is declared bankrupt by any court of competent jurisdiction;
- 13.1.(c) is prohibited from being a director by law;
- 13.1.(d) dies;
- 13.1.(e) becomes the subject of any written opinion given to the Company by a registered medical practitioner who is treating that person stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
- 13.1.(f) attempts to deal with or dispose of any Share or any interest in the Charity other than in accordance with these Articles (whether or not for value) as determined by the Trustees at a meeting of the Trustees,
- (a "Leaving Trustee") and such event being a "Transfer Event" in relation to that Member.
- 13.2. Upon becoming aware of any of the circumstances set out in Article 13.1 occurring, the Trustees will, within a period of 10 clear days, give a notice to the Member in respect of whom a Transfer Event has occurred (a "Transfer Notice") notifying them that they are, with immediate effect, deemed to have offered all of the Shares held by them (the "Transfer

Shares”) for transfer at par value and will:

13.2.(a) specify the person to whom the Transfer Shares are being offered for transfer to pursuant to Article 13.3;

13.2.(b) unconditionally constitute the Charity as the agent of the relevant Member to whom the Transfer Notice is being sent (or other holder of that Member's Transfer Shares) for the transfer of the Transfer Shares on the terms of this Article 13; and

13.2.(c) be irrevocable.

13.3. Transfer Shares will be offered:

13.3.(a) in the first instance to any person replacing the Leaving Trustee as a Trustee; and

13.3.(b) to the extent no person is replacing the Leaving Trustee at such time, to the Charity.

13.4. If a Member holding Transfer Shares fails for any reason (including death) to transfer any Transfer Shares when required pursuant to these Articles, the Trustees may authorise any Director (who will be deemed by way of security to be irrevocably appointed as the agent and/or attorney of the Member holding Transfer Shares for the purpose) to execute each necessary transfer of such Transfer Shares and deliver it on behalf of the Member holding Transfer Shares and after the name of the person to whom Transfer Shares have been allocated has been entered in the register of Members in purported exercise of the power conferred by this Article 13.4 the validity of the proceedings will not be questioned by any person. Notwithstanding any other provision of these Articles, at any time where a Transfer Notice is in force, the Trustees may resolve that a Leaving Trustee (and each other holder of that Leaving Trustee's Transfer Shares):

13.4.(a) will not be entitled to receive notice of or attend at, and will have no voting rights at, general meetings of the Charity or to receive or to have any voting rights in respect of, any written resolutions of the Charity;

13.4.(b) will not be counted as a holder of Shares for the purposes of calculating whether the consent of any proportion of the holders of Shares (or of Shares of a particular class) has been obtained; and

13.4.(c) will be deemed to have automatically and irrevocably waived and released (and irrevocably undertakes not to exercise) any voting rights attaching to their Shares;

in each case in respect of Transfer Shares on and from the date of the relevant Transfer Notice until the entry in the register of members of the Charity of another person as the holder of those Transfer Shares.

14. Transmission

14.1. If title to a Share passes to a Transmitttee, the Charity may only recognise the Transmitttee as having any title to that Share.

14.2. If a notice is given to a Member in respect of Shares and a Transmitttee is entitled to those Shares, the Transmitttee is bound by the notice.

14.3. In any case where, as a result of death or bankruptcy, the Charity has no Members and no Trustees, the transmitttee(s) of the last Member to have died or to have a bankruptcy order

made against them (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a Trustee.

- 14.4. For the purposes of Article 14.3, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.

15. Purchase of own shares

- 15.1. Subject to the Act (but without prejudice to any other provisions of these Articles) the Charity may purchase its own shares in accordance with Chapter 4 of Part 18 of the Companies Act, including (without limitation) with cash up to an amount in a financial year not exceeding the limit for the time being set out in section 692(1)(b) of the Companies Act.

16. Issue of Shares

- 16.1. Save with the approval of the Members by Ordinary Resolution, the Trustees may not offer, allot, grant rights or warrants to subscribe for, grant options over, or otherwise deal with or dispose of unissued Shares.
- 16.2. In accordance with section 567(1) of the Act, sections 561 and 562 of the Companies Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Companies Act).

17. Irregularities

- 17.1. The proceedings at any meeting or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.
- 17.2. Subject to Article 17.3, all acts done by a meeting of Trustees or by a committee or by a person acting as Trustee shall be valid notwithstanding that it shall afterwards be discovered that there was a defect in the appointment of any Trustee or any member of a committee, or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote.
- 17.3. Article 17.2 does not permit a Trustee or Connected Person to keep any benefit that may be conferred on them by a resolution of the Trustees or a committee of the Trustees if, but for Article 17.2, the resolution would have been void.

18. General Meetings

- 18.1. Members are entitled to attend general meetings either in person, (subject to compliance with Article 20) by proxy, or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all other participants, including in order to exercise their rights to speak and vote at such meetings.

- 18.2. General meetings are called on at least 14 days' written notice. The notice must:
- (a) specify the date time and place of the meeting;
 - (b) the general nature of the business to be transacted indicating the business to be discussed and (if a Special Resolution is to be proposed) setting out the terms of the proposed Special Resolution;
 - (c) contain a statement setting out the right of Members to appoint a proxy under section 324 of the Companies Act and Article 20; and
 - (d) be given to all the Members, to all the Trustees and, if any, the Charity's auditors.
- 18.3. A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees or at least 10% of the Membership.
- 18.4. The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.
- 18.5. A general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.
- 18.6. A general meeting may be postponed after it has been called provided that any notice of postponement complies with Article 18.2 in respect of the rescheduled meeting.
- 18.7. No business shall be transacted at any general meeting unless a quorum is present.
- (a) A quorum is one third of the total membership at the time rounding up to the nearest whole number.
 - (b) If:
 - (i) a quorum is not present within half an hour from the time appointed for the meeting; or
 - (ii) during a meeting a quorum ceases to be present;the meeting shall be adjourned to such time and place as the Trustees shall determine.
 - (c) The Trustees must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.
 - (d) If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present in person or by proxy at that time shall constitute the quorum for that meeting.
- 18.8. Adjourned meetings:
- (a) The Members present at a meeting may resolve by Ordinary Resolution that the meeting shall be adjourned.
 - (b) The chair of the meeting may adjourn a meeting at which a quorum is present if it appears to the chair acting reasonably and in good faith that any adjournment is necessary for the proper consideration of the business of the meeting.
 - (c) The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
 - (d) No business shall be conducted at a reconvened meeting unless it could properly have

been conducted at the meeting had the adjournment not taken place.

- (e) If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 18.9. At all general meetings the Chair shall preside. If there is no such Chair or if the Chair is not present or is unwilling or unable to act, the Vice-Chair (if any) shall chair the meeting, failing which the Members present shall elect a Member to chair the meeting.
- 18.10. The Charity shall not be required to hold an AGM in any year.
- 18.11. Members must annually:
- (a) receive the accounts of the Charity for the previous Financial Year;
 - (b) receive a written report on the Charity's activities; and
 - (c) appoint reporting accountants or auditors for the Charity.
- 18.12. Members may also from time to time if recommended by the Trustees:
- (a) confer on any individual (with their consent) or remove from any individual the honorary title of Patron, President or Vice-President of the Charity; and
 - (b) deal with any other business put before them by the Trustees.
19. Voting
- 19.1. Except where otherwise provided by the Articles or the Companies Act, every issue is decided by Ordinary Resolution.
- 19.2. On a show of hands every Member present shall have one vote. On a poll every Member present shall have one vote for each vote exercisable by that Member.
- 19.3. Any vote of a meeting shall be decided on a show of hands unless in advance of the meeting or before, or on the declaration of, the result of the show of hands, a poll is demanded. Subject to the provisions of the Companies Act, a poll may be demanded:
- (a) by the Chair or Secretary (in advance of the meeting); or
 - (b) by the chair of the meeting; or
 - (c) by at least two Members having the right to vote at the meeting and present in person or by proxy; or
 - (d) by a Member(s) representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
- 19.4. Unless a poll is duly demanded, a declaration by the chair of the meeting of the result of a vote shall be conclusive evidence of the fact. The result of the vote must be recorded in the minutes of the Charity but it is not necessary to record the number or proportion of the votes cast.
- 19.5. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair of the meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 19.6. A poll must be taken as the chair of the meeting directs and they may appoint scrutineers (who need not be Members) and fix a time, date and place for declaring the results. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 19.7. A poll demanded on the election of the chair of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time, date and place as the chair of the meeting directs not being more than thirty days after the poll is demanded.
- 19.8. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll is demanded.
- 19.9. If the poll is not taken immediately, at least seven clear days' notice must be given specifying the time, date and place at which the poll is to be taken.
- 19.10. Except where otherwise provided by 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.
20. Use of proxy by Members
- 20.1. A proxy can only be appointed by a written instrument, signed on behalf of the appointer, in the form set out in the Schedule to these Articles or in the form otherwise approved by the Charity, as appropriate.
- 20.2. The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified in such form as may be required by the Trustees or in some other way approved by the Members may:
- (a) be deposited (including by Electronic Means) at the office as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the person chairing the meeting,
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
- 20.3. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 20.4. An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 20.5. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 20.6. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied

by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

21. Limited Liability

The liability of Members is limited to the amount, if any, unpaid on the shares held by them.

22. Communications

22.1. Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- (a) by hand;
- (b) by post; or
- (c) by suitable Electronic Means (where specific consent has been received from the Member or Trustee);

22.2. The only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.

22.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (a) 24 hours after being sent by Electronic Means or delivered by hand to the relevant address;
- (b) two clear days after being sent by first class post to that address;
- (c) three clear days after being sent by second class or overseas post to that address;
- (d) immediately on being handed to the recipient personally; or, if earlier,
- (e) as soon as the recipient acknowledges actual receipt.

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

23. Dissolution

23.1. If the Charity is dissolved, any assets remaining after providing for all its liabilities must be applied in one or more of the following ways as the Trustees may decide:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (b) directly for the Objects or for charitable purposes which are within or similar to the Objects; or
- (c) in such other manner consistent with charitable status as the Commission approves in writing in advance.

23.2. This provision may be amended by special resolution but only with the prior written consent of the Commission.

Schedule

An instrument appointing a proxy shall be in the following form (or in a form as near thereto as

circumstances allow or in any other form which is usual, or which the Trustees may approve):

"I/We,, of, being a Member/Members of the above-named Charity, hereby appoint of, or in their absence, of, as my/our proxy to attend, speak and vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the Charity, to be held on 20[], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for * against

Resolution No. 2 *for * against.

- Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as they think fit or abstain from voting.

Signed on 20[]"