

Companies Act 2006
Company limited by guarantee

ARTICLES OF ASSOCIATION OF
THE ROYAL MASONIC BENEVOLENT INSTITUTION CARE COMPANY

Registered company number 01293566

1. INTERPRETATION

In the Articles the words in the first column of the table below shall bear the meanings set opposite them in the second column, if not inconsistent with the subject or context:

‘AGM’	means an annual general meeting of the Charity;
‘Articles’	means the Charity’s Articles of Association from time to time and ‘Article’ refers to a particular Article;
‘Board’	means the Board of Trustees;
‘Chair’	means the Chair of the Board appointed by MCF pursuant to Article 9.5;
‘Charity’	means the company governed by the Articles;
‘Charities Act’	means the Charities Act 2011;
‘charity trustee’	has the meaning prescribed by the Charities Act;

‘clear day’	does not include the day on which notice is given or the day of the meeting or other event;
‘Commission’	means the Charity Commission for England and Wales or any body which replaces it;
‘committee’	means a body of persons selected for their skills and appointed by the Board to oversee a specific area of work in accordance with Article 10.14.
‘Companies Act’	means the Companies Act 2006 and every statutory modification, replacement or re-enactment of it for the time being in force;
‘Conflicted Trustee’	means a Trustee in respect of whom a conflict of interest arises or may reasonably be perceived to be likely to arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity or from MCF, or has some separate interest or duty in a matter to be decided or in relation to information which is confidential to the Charity;
‘Connected Person’	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that they may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee; but (for the avoidance of doubt) does not include a company with

which the Trustee's only connection is an interest consisting of no more than one per cent. of the voting rights;

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

'Deputy Chair' means a person appointed as deputy chair of the Board by the Trustees pursuant to Article 10.7;

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

'Eligible Trustees' means all Trustees who would be entitled to vote on a resolution at a Board meeting;

'Financial Expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

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

'firm' includes a limited liability partnership;

'Freemason' means an individual who has at any time been initiated into or has joined a Lodge;

'general meeting' means a general meeting of the Charity;

‘Honorary Officer’	means a person holding office as an honorary officer pursuant to Article 16.1;
‘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;
‘Lodge’	means a lodge on the register of the UGLE;
‘material benefit’	means a benefit, direct or indirect, and includes a benefit which is not financial but has a monetary value;
‘MCF’	means the Masonic Charitable Foundation (registered company number 09751836 and registered charity number 1164703);
‘Member’ and ‘Membership’	refer to MCF and MCF's sole membership of the Charity;
‘Nominations Committee’	means the committee established by the Board for the purposes of selecting and recommending to the Board persons for appointment as Trustees;
‘Objects’	means the Objects of the Charity;
‘Officers’	means the Chair, the Deputy Chair and the Treasurer, and Officer means any one of them;
‘Register’	means the Register of Membership of the Charity kept pursuant to the Companies Act;

‘Secretary’	means any person appointed to perform the duties of Company Secretary of the Charity pursuant to Article 11(a);
‘special resolution’	means a resolution passed by MCF in its capacity as sole Member of the Charity in accordance with s.283 of the Companies Act;
‘subsidiary company’	means a company which is the subsidiary of another within the meaning of s1159 Companies Act;
‘Treasurer’	means the Treasurer of the Charity;
‘Trustee’	means a Trustee of the Charity;
‘UGLE’	means the United Grand Lodge of England;
‘year’	means calendar year.

Expressions not otherwise defined but which are defined in the Companies Act have the same meaning as in that Act.

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.

Words denoting the singular include the plural and vice versa.

Words denoting any one gender include all genders.

2. NAME

The name of the Charity is ‘The Royal Masonic Benevolent Institution Care Company’, which may also be referred to as RMBI Care Co.

3. REGISTERED OFFICE

The registered office of the Charity will be situated in England.

4. OBJECTS

4.1 The objects of the charity are, for the public benefit, the relief of those individuals who are in need by reason of age, disability, poverty or ill-health by the provision of: (a) accommodation in residential care facilities, sheltered, leasehold or rental accommodation (including associated facilities); (b) financial assistance by way of grant; and/or (c) such other services or assistance as the Trustees may from time to time think fit.

4.2 In carrying out these objects, the Trustees shall take reasonable steps to give preference to individuals who are Freemasons (or individuals who have at any point been the spouse, civil partner, child or other dependant of a Freemason).

4.3 The Objects may be amended by special resolution but only with the prior written consent of the Commission.

5. POWERS

In furtherance of the Objects the Charity shall have the following powers, but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects:

5.1 To operate residential accommodation and associated facilities (including care facilities) and to provide other services, including by developing, expanding, maintaining and equipping care homes and other forms of accommodation and by providing advice and information relating to care services.

5.2 To acquire, hire, let or dispose of care homes and any other property of any kind (but only in accordance with the restrictions imposed by the Charities Act) and act as trust corporation, holding or custodian trustee as the Trustees see fit.

5.3 To provide financial assistance, make grants or loans of money, give guarantees, make donations and provide support in such other manner as may be deemed appropriate by the Trustees.

5.4 To acquire, merge with or amalgamate with any other charitable organisations and in particular to act as a subsidiary charity of MCF and by other means to support and collaborate with other charities with objects similar to the Objects.-

5.5 To subscribe or guarantee money for charitable purposes in any way connected with the Objects or which shall further the Charity's interests in any of them and to subscribe to, or become a member of, any other charity, company or other entity in furtherance of the Objects.

5.6 To co-operate with other charities, voluntary bodies or statutory authorities operating in furtherance of the Objects or for similar purposes and to enter into any partnership or joint venture arrangement with any such entity.

5.7 To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Charity.

5.8 Subject to such consents as may be required by law, to sell, exchange, let, mortgage, charge, grant or create security over, dispose of or otherwise deal with all or any of the property or assets of the Charity.

5.9 Subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of the Charity in such manner as may be thought fit and in particular by mortgages of, or charges upon or security over, the undertaking and all or any of the real or personal property or assets (present and future) of the Charity or by the creation and issue of debentures, debenture stock or other obligations or securities of any description.

5.10 To raise funds, organise appeals with such advertising and promotion as the Trustees shall consider appropriate and invite and receive contributions from any person whatsoever by way of subscription, donation, deed of covenant, Gift Aid and otherwise, whether or not subject to any special trusts or conditions. Provided that the Charity shall not undertake any permanent trading activities in raising funds, the profits of which are liable to tax, otherwise than for carrying out the Objects.

5.11 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to open and operate bank accounts.

5.12 To set aside funds for special purposes or as reserves against future expenditure.

5.13 To invest the monies of the Charity not immediately required for its purposes in or upon such investments, securities (which may include hedging and derivatives) or properties as may be thought fit and to vary the investments in such manner as may from time to time be determined subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.

5.14 To delegate the management of investments to one or more Financial Experts, but only on terms that:

- (a) The investment policy is set down in writing for the Financial Expert by the Trustees.
- (b) Transactions are reported in a timely manner to the Trustees.
- (c) The performance of the investments is reviewed regularly with the Trustees.
- (d) The Trustees are entitled to cancel the delegation arrangements at any time upon reasonable notice.
- (e) The investment policy and the delegation arrangement are reviewed by the Trustees 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.
- (g) The Financial Expert must not do anything outside the powers of the Trustees.

5.15 To arrange for investments or other property or assets 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 the instructions of the Trustees and to pay any reasonable fee required.

5.16 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required.

5.17 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity against loss when required.

5.18 In accordance with and subject to the conditions of the Charities Act, to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them, or to any one of them, in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity. Provided that any such insurance shall not extend to any civil claim arising from any act or omission which the Trustees, or Trustee concerned, knew to be a breach of trust or breach of duty or which was committed by the Trustees or Trustee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees or any Trustee in their capacity as Trustees or a Trustee of the Charity.

5.19 To employ staff and to make provision for the payment of pensions to or on behalf of employees and former employees of the Charity and their spouses, civil partners, widows, widowers or former spouses or civil partners and other dependants and to provide life, health, accident and other insurances and benefits (financial or otherwise) to or for the benefit of any of them.

5.20 To establish or acquire subsidiary companies, including (in particular) companies to assist or act as agents for the Charity.

5.21 To use any form of media and communication, including but not limited to, any newspaper, periodical, books, articles, leaflets, brochures, films, television, video, DVD, social media and the internet.

5.22 Insofar as permitted by law, to compromise, compound, abandon, submit to arbitration or otherwise settle any debt, account, claim or other thing relating to the Charity, its Trustees, Officers or assets.

5.23 To do all such other lawful things as shall further the attainment of the Objects.

6. APPLICATION OF FUNDS

6.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to MCF as sole Member ('the Member' in this Article) and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity, save as set out in this Article.

6.2 Article 6.1 above shall not prevent any payment of money or other material benefit provided in good faith by the Charity to the Member or Connected Persons who may be employed by or enter into contracts with the Charity, and may receive reasonable payment for goods or services supplied.

6.3 Subject to compliance with Article 12:

- (a) The Member, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
- (b) The Member, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
- (c) The Member, Trustees and Connected Persons may receive charitable benefits.

6.4 A Trustee or Connected Person may not receive any payment or other material benefit (whether directly or indirectly) from the Charity except:

- (a) as stated in Articles 6.3 or 6.5;
- (b) reimbursement of reasonable out-of-pocket expenses actually incurred in fulfilling his or her role as a Trustee;

- (c) the benefit of indemnity insurance as permitted by the Charities Act and the Articles;
- (d) an indemnity in respect of any liabilities properly incurred in running the Charity including (but subject to the limitations in the Articles) the costs of a defence to civil and/or criminal proceedings;
- (e) payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or
- (f) in exceptional cases, other payments or benefits but only with the written consent of the Commission in advance where required under the Charities Act, and subject to the approval of the Member where required under the Companies Act.

6.5 No Trustee or Connected Person may be employed by the Charity except in accordance with the Articles; but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act (stating the maximum benefit to be paid), to supply goods or services in return for a payment or other material benefit but only subject to compliance with Article 12 and if:

- (a) the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
- (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services; and
- (c) less than one half of the Trustees are subject to such a contract in any financial year.

7. THE MEMBER

7.1 The sole Member shall be MCF.

7.2 The rights and privileges of MCF as sole Member shall be personal to MCF and Membership shall not be transferable.

8. DECISIONS OF MCF AS SOLE MEMBER

Decisions of MCF as sole Member shall be made by resolution in accordance with the Companies Act.

9. THE TRUSTEES

9.1 The Trustees as charity trustees and directors under the Companies Act have control of the Charity and its property and funds.

9.2 The Board of Trustees shall consist of at least eight persons but no more than 15.

9.3 Trustees shall be such persons as may be appointed by the Board from time to time in accordance with these Articles, all of whom shall have been considered and recommended for appointment by the Nominations Committee and selected formally by the Board for their skills, experience and status within areas of expertise required by the Charity, provided at all times that a majority of the Trustees must be Freemasons.

9.4 On appointment of a Trustee pursuant to Article 9.3, the Board shall notify MCF in writing of such appointment promptly.

9.5 MCF, in consultation with the Board, shall from time to time select a Chair and a Treasurer from amongst the Trustees appointed by the Board, such Chair and Treasurer to hold office for a period of time concurrent with their terms of office as Trustees (subject to Article 9.6). On appointment of the Chair and the Treasurer, MCF shall notify the Charity formally of such appointment.

9.6 A Chair or Treasurer selected by MCF pursuant to Article 9.5 may be removed and replaced at MCF's discretion on six weeks' notice to the Board in writing. A person removed from office as Chair or Treasurer will remain in post as a Trustee unless they also cease to be a Trustee pursuant to Article 9.15.

9.7 Once appointed, Trustees have a fiduciary duty always to exercise independent judgement and discharge their responsibilities for the better furtherance of the Objects.

9.8 The officers of the Charity shall be the Chair and the Treasurer selected by MCF pursuant to Article 9.5, and the Deputy Chair appointed by the Trustees pursuant to Article 10.7.

9.9 A Trustee may not act as a Trustee unless they:

- (a) have agreed to become a Trustee by signing a written declaration to that effect; and
- (b) have declared in writing that they support the Objects and will comply with the provisions of the Articles.

9.10 The Trustees in post on the date these Articles are adopted shall serve in office until the date specified at the time of their appointment, subject to reappointment in accordance with Article 9.3.

9.11 Terms of office served by a Trustee for the period between 16 February 2016 and the adoption of these Articles shall count for the purpose of determining the maximum number of terms of office which they may serve pursuant to Article 9.12 and Article 9.13, but terms served prior to 16 February 2016 shall not count for that purpose.

9.12 Trustees may serve a maximum of three terms in office. Each such term shall be for a specified duration which must be no longer than the period starting with the date of appointment or reappointment (as the case may be) and ending at the Board meeting falling nearest to the third anniversary of that date.

9.13 A retiring Trustee may only be re-appointed by the Board in accordance with Article 9.3, and a Trustee who has completed three continuous terms of service as a Trustee must retire and will not be eligible to be re-appointed as a Trustee unless the circumstances in Article 9.14 apply.

9.14 Where a Trustee is required to retire in accordance with Article 9.13 and is not otherwise eligible for reappointment, the Chair may in their discretion recommend to the Board at a meeting that such Trustee be reappointed for a further term of specified duration. Such proposed term must be no longer than the period starting with the date of the Board meeting at which the Chair makes the recommendation and ending at the Board meeting falling nearest to the third anniversary of the date of

that Board meeting. The Board may subsequently resolve to accept the recommendation of the Chair and reappoint the Trustee for the specified period.

9.15 A Trustee's term of office shall automatically terminate if:

- (a) they resign by written notice to the Trustees;
- (b) they die;
- (c) in the case of a Trustee who is a Freemason, they resign or are expelled from Freemasonry;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that they have become physically or mentally incapable of acting as a Trustee and may remain so for three months;
- (e) they are disqualified under the Charities Act from acting as a charity trustee;
- (f) they are absent, without giving any notice or explanation in writing, from three consecutive meetings of the Trustees;
- (g) they are removed by a resolution of the Board, provided that the Nominations Committee has invited the views of the Trustee concerned and considered the matter on behalf of the Board and has made such recommendation to the Board as it sees fit in the light of any such views; or
- (h) MCF, as the sole member, exercises its statutory power to remove that Trustee.

9.16 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.

10 TRUSTEES' PROCEEDINGS

10.1 The Trustees shall hold at least four meetings each year.

10.2 The Chair or two or more Trustees jointly may at any time call a meeting of the Trustees.

10.3 Notice of every meeting shall be sent to each Trustee specifying the place, day and hour of the meeting and the business to be discussed.

10.4 MCF shall be given notice of meetings of the Trustees (in a manner agreed between it and the Trustees from time to time) setting out the business to be transacted and (subject to Article 11(d)) may send its representatives to attend as observers and participate in discussion (but not vote) at such meetings.

10.5 A quorum at a meeting of the Trustees is one third of the total number of Trustees, plus one.

10.6 A meeting of the Trustees may be held (a) in person, (b) by video link, telephone conference or other similar means if suitable equipment is available, or (c) by a combination of methods (a) and (b).

10.7 The Trustees may from time to time appoint from their number a Deputy Chair on the recommendation of the Chair, such Deputy Chair to hold office for a term concurrent with their term as a Trustee or until the Trustees determine to remove the title of Deputy Chair from them (provided that a Trustee who ceases to be Deputy Chair pursuant to this Article will remain as a Trustee unless also removed as a Trustee separately under Article 9.15).

10.8 The Chair, or if they are unavailable the Deputy Chair, or if they are also unavailable, some other Trustee chosen by those present, shall preside at each meeting.

10.9 Save where otherwise specified, a resolution may be passed by a simple majority of Trustees who are either present or who have signified their agreement by electronic means.

10.10 Every Trustee has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.

10.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

10.12 The Trustees shall cause proper minutes to be made of:

- (a) all appointments of Trustees made by the Board on the recommendation of the Nominations Committee under Article 9.3;
- (b) the appointment of a Deputy Chair pursuant to Article 10.7;
- (c) the appointment or removal of a managing director pursuant to Article 11(g);
- (d) the names of Trustees and any other person present at each meeting of the Trustees and of any committee of the Trustees; and
- (e) all resolutions and proceedings at all meetings of the Trustees and of committees of the Trustees.

10.12 Any minutes of any meeting, if purporting to be signed by the chair of that meeting or by the chair of the next succeeding meeting or noted as approved in the minutes of the next meeting, shall be sufficient evidence without further proof of the facts stated in such minutes. A copy of such minutes shall be sent to the Member in the manner agreed between it and the Trustees from time to time.

10.13 A resolution of the Trustees may be taken by majority of the Trustees at a meeting or by a resolution in writing agreed to by a majority of the Eligible Trustees for the time being or of any committee of the Trustees entitled to receive notice of a meeting of the Trustees or of any such committee of the Trustees (as the case may be) (provided that a decision cannot be taken by written resolution if the Eligible Trustees would not have formed a quorum at a Trustees' meeting). The resolution may consist of more than one document in the like form each signed by or otherwise agreed to by one or more than one person. For the avoidance of doubt, a Trustee may indicate their agreement to a resolution by electronic means.

10.14 The Trustees may delegate the administration of any of their powers to individual Trustees or to committees of Trustees and any such delegated authority must be used in accordance with any terms of reference or rules that the Trustees impose.

10.15 The Board may co-opt any person or people who are not Trustees to serve on the committee, but any such committee must have at least one Trustee on it at all times.

10.16 All acts and proceedings taken under such delegated authority must be reported to the Trustees as soon as reasonable.

10.17 Any committee of the Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than two members of the body concerned.

11. TRUSTEES' POWERS

The Trustees have the following powers:

- (a) to appoint (and remove) any person (who may but need not be a Trustee) to act as Secretary;
- (b) to appoint Trustees on the recommendation of the Nominations Committee pursuant to Article 9.3;
- (c) to make rules or regulations consistent with the Articles and the Companies Act to govern their proceedings and the proceedings of committees;
- (d) to exclude observers from the whole or part of a meeting of the Trustees if the circumstances are such that, given the overriding need for the Trustees to exercise independent judgment, it is necessary;
- (e) to make rules or regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any); and
- (f) to establish procedures to assist the resolution of disputes or differences within the Charity;
- (g) subject to the terms of such person's contract of employment and the general law, to appoint and dismiss the managing director of the

Charity (or any individual carrying out such role from time to time, irrespective of their job title);

(h) to make recommendations to the Member in respect of the appointment of a Chair and a Treasurer; and

(i) subject to the provisions of the Companies Act and these Articles and to any directions given by special resolution, to exercise all the powers of the Charity in furtherance of the Objects.

12. CONFLICTS

12.1 Any Trustee who is or becomes a Conflicted Trustee in relation to any matter must declare the nature and extent of their interest before discussion begins on the matter; and, in such case, the Trustees who are not Conflicted Trustees (if, without the Conflicted Trustee they form a quorum) may, if satisfied that it is in the best interests of the Charity, authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise, to:

- (a) continue to participate in discussions leading to the making of a decision and to vote; or
- (b) disclose to a third party information confidential to the Charity; or
- (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity; or
- (d) refrain from taking any step required to remove the conflict.

12.2 A Conflicted Trustee who obtains (other than through their position as Trustee) information that is confidential to a third party, shall not be in breach of their duties to the Charity if they declare the conflict in accordance with Article 12.1 and then withholds such confidential information from the Charity.

12.3 A Trustee shall not be regarded as a Conflicted Trustee by virtue only of the fact that they are a Freemason or connected to a Freemason, or because they were appointed by MCF (or they are a Trustee of MCF).

12.4 Provided the requirements of this Article and the law are met, a Trustee shall not be regarded as being in breach of their duty to avoid conflicts of interest under the Companies Act or Charities Act.

13. RECORDS AND ACCOUNTS

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

- (a) annual returns;
- (b) annual reports; and
- (c) audited annual statements of account.

13.2 The Trustees, their agents and their appointees must also keep records of:

- (a) all proceedings at meetings of the Trustees, their agents and their appointees;
- (b) all resolutions in writing;
- (c) all reports of committees; and
- (d) all professional advice obtained.

13.3 Accounting records relating to the Charity must be made available for inspection by any Trustee or authorised representative of MCF at any time during normal office hours.

13.4 A copy of the Articles together with the Charity's latest available statement of accounts must be supplied on request to any Trustee or the MCF. 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.

15. COMMUNICATIONS

15.1 Notices and other documents to be served on MCF or Trustees under the Articles or the Companies Act may be served:

- (a) by hand;
- (b) by post;
- (c) by suitable electronic means; or
- (d) through publication in the Charity's newsletter or on the Charity's website.

15.2 The address at which MCF is entitled to receive notices sent by post or by hand is an address in the United Kingdom shown in the Register and/or an e-mail address supplied for the purpose.

15.3 Any notice given in accordance with the Articles is to be treated for all purposes as having been received:

- (a) 24 hours after being sent by electronic means, posted on the Charity's website 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, as soon as the recipient acknowledges actual receipt.

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

16. HONORARY OFFICERS

16.1 The Trustees may appoint such persons to be such honorary officers of the Charity as they see fit.

16.2 Unless a person appointed or elected under this heading is also a Trustee, the honorary officers carry no executive authority or voting powers in relation to the Charity.

17. LIMITATION OF LIABILITY AND GUARANTEE

17.1 The liability of MCF as sole Member is limited by guarantee.

17.2 MCF shall, if the Charity is dissolved while it remains a Member or within one year after it ceases to be a Member, pay up to £1 towards:

- (a) payment of those debts and liabilities of the Charity incurred before it ceased to be a Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) the adjustment of rights of contributors among themselves.

18. DISSOLUTION

18.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied for the Objects by MCF (and may be transferred to MCF for that purpose); or, if that is not possible for any reason, in one or more of the following ways:

- (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.

18.2 A final report and statement of account must be sent to the Commission.

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

19. EXCLUSION OF MODEL ARTICLES

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008) are hereby expressly excluded.