

COMPANIES ACT 1985  
COMPANY LIMITED BY GUARANTEE  
NOT HAVING A SHARE CAPITAL  
AND HAVING CHARITABLE STATUS

MEMORANDUM OF ASSOCIATION

- of -



REGENT'S COLLEGE

**1 Name**

- 1.1 The name of the company ('the Charity') is Regent's College.

**2 Registered office**

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

**3 Objects**

- 3.1 The purposes of the Charity ('the Objects') are:

- 3.1.1 the advancement of education for the public benefit; and
- 3.1.2 the foundation, maintenance and support of an educational college or colleges for students both male and female to include residential accommodation and all necessary and proper ancillary services for such establishment.

**4 Powers**

- 4.1 In furtherance of the Objects, but not further or otherwise, the Charity shall have power:

***On behalf of the Charity Commissioners for England and Wales consent under s. 64 of the Charities Act 1993 is hereby given to these proposed amendments.***

  
**Assistant Commissioner**

- 4.1.1 to provide buildings, rooms and equipment for study and as ancillary thereto for recreation;
- 4.1.2 to provide educational books and apparatus, including laboratories and libraries;
- 4.1.3 to provide land, buildings, facilities and apparatus for any sport and/or exercise;
- 4.1.4 to provide lecture, teaching and administrative staff and all other personnel who are necessary or desirable to serve the Charity;
- 4.1.5 to encourage and advance instruction and study at the Charity;
- 4.1.6 to accept a transfer of any property, assets, undertaking, functions, responsibilities and liabilities conducive to the realisation of the Objects;
- 4.1.7 to act as trustee of any trust comprising real or personal estate and which, in the opinion of the Charity, is calculated to further the aims and the Objects and as such trustee to carry out such trusts on the terms and conditions imposed in the instrument creating the same;
- 4.1.8 to cause to be written, and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents, films, recorded tapes or materials reproduced on electronic media;
- 4.1.9 to hold exhibitions, meetings, lectures, classes, seminars and courses either alone or with others;
- 4.1.10 to foster and undertake research into any aspect of the Objects and its work and to disseminate and exchange the results of any such research;
- 4.1.11 to co-operate and enter into arrangements with any authorities, national, local or otherwise;
- 4.1.12 to accept subscriptions, donations, devises and bequests of, any real or personal estate;
- 4.1.13 to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate;
- 4.1.14 to maintain and alter any real or personal estate as are necessary for any of the Objects;
- 4.1.15 (subject to such consents as may be required by law) to sell, lease or otherwise dispose of or mortgage any such real or personal estate;
- 4.1.16 to erect, maintain, improve, or alter any buildings for the time being belonging to the Charity with a view to furthering the Objects;

- 4.1.17 to issue appeals, hold public meetings, establish subscription arrangements and support groups and take such other steps as may be required for the purpose of procuring contributions to the funds of the Charity in the shape of donations, grants, subscriptions or otherwise;
- 4.1.18 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- 4.1.19 to make reasonable charges for any services the Charity may provide in pursuit of the Objects provided that the Charity shall not undertake any permanent trading activities for the purpose only of raising funds for the Objects;
- 4.1.20 to borrow or raise money for the purposes of the Charity on such terms and (with such consents as are required by law) on such security as may be thought fit including making reasonable charges for any services it may provide provided that the Charity shall not undertake any permanent trading activities for the purpose only of raising funds for the Objects;
- 4.1.21 to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any purpose of the Charity;
- 4.1.22 to lend money and give credit, to take security for such loans or credit and to guarantee and become or give security for the performance of contracts by any person or persons as may be necessary for the work of the Charity;
- 4.1.23 to undertake, execute and act as trustee of any charitable trusts which may be incidental to and likely to contribute to the attainment of the Objects;
- 4.1.24 to establish or promote any other company (not constituted for purposes of profit) having objects similar, wholly or partly, to those of the Charity, or the promotion of which shall be in any manner calculated to advance directly or indirectly the Objects;
- 4.1.25 to purchase or form trading companies alone or jointly with others;
- 4.1.26 to carry on trade insofar as the trade is exercised in the course of effecting one or more of the Objects;
- 4.1.27 to establish, develop and maintain links and to exchange information with other bodies at local, national and international level in order to promote the Objects;
- 4.1.28 to invest the money of the Charity not immediately required for the Objects in or on such investments, securities or property as may be thought fit and with all the powers of a beneficial owner, and subject as provided below;

- 4.1.29 subject to clause 4.1.28 of this Memorandum of Association ('the Memorandum') to invest and deal with the monies of the Charity not immediately required for its purposes on such terms as the board of directors of the Charity ('the Board') may think fit in any private limited company in which the Charity holds shares;
- 4.1.30 to make any charitable donation either in cash or assets for the furtherance of the Objects;
- 4.1.31 to set aside funds for special purposes or as reserves against future expenditure;
- 4.1.32 to delegate the management of investments to a financial expert but only on terms:
- 4.1.32.1 that the investment policy is set down in writing by the Board for the financial expert (meaning a person who is:
- (a) reasonably believed by the Board to be qualified to give advice in relation to investments by reason of his ability in and practical experience of financial and other matters relating to investments; and
- (b) authorised by the Financial Services Authority under the Financial Services and Markets Act 2000 or any successor body and/or legislation);
- 4.1.32.2 that every transaction is reported promptly to the Board;
- 4.1.32.3 that the performance of the investments is reviewed regularly with the Board;
- 4.1.32.4 that the Board shall be entitled to cancel the delegation arrangement at any time;
- 4.1.32.5 that the investment policy and the delegation arrangement are reviewed at least once a year;
- 4.1.32.6 that 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 Board on receipt; and
- 4.1.32.7 that the financial expert must not do anything outside the powers of the Board;
- 4.1.33 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Board or of a financial expert acting under their instructions and to pay any reasonable fee required;

- 4.1.34 to affiliate to or accept affiliation from any body with objects similar in whole or in part to those of the Charity;
- 4.1.35 to enter into arrangements with any body of persons whether corporate or unincorporate formed for all or any of the Objects or for any purpose analogous thereto with a view to the promotion of the Objects and to contribute to or receive contributions from the funds of any such body upon such terms and conditions as the Charity may think proper, subject nevertheless to the provisions of this Memorandum;
- 4.1.36 to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the Objects;
- 4.1.37 to obtain any Act of Parliament or other order or authority which will assist the Charity to carry the Objects into effect or to promote, support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interests of the Charity;
- 4.1.38 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Charity;
- 4.1.39 to insure and arrange insurance cover of every kind and nature in respect of the Charity, its property and assets and in respect of and for the purpose of providing indemnity for itself, its directors ('the Directors'), officers, servants and voluntary workers and its members from and against all risks directly or indirectly incurred in the course of the Charity's activities and in the performance of their duties by such Directors, officers, servants, voluntary workers and members as may be thought fit;
- 4.1.40 to provide indemnity insurance to cover the liability of the Directors (or any of them):
- 4.1.40.1 which by virtue of any rule of law would otherwise attach to 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:
- (a) any claim arising from any act or omission which the Directors (or any of them) knew or must be assumed to have known, was not in the best interests of the Charity or which the Directors (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Directors (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;

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(b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful reckless misconduct of the directors; or

(c) any liability to pay a fine;

4.1.40.2 to make contributions to the assets of the Charity in accordance with the provisions of section 214 of the Insolvency Act 1986, provided that such insurance shall not extend to any liability to make such a contribution where the basis of the Director's liability (or any of them) was that he knew or ought reasonable to have known that prior to the insolvent liquidation of the Charity there was no reasonable prospect that the Charity would avoid going into insolvent liquidation and he took no steps to minimise the potential loss to the Charity's creditors;

4.1.41 subject to the provisions of clause 5 of this Memorandum to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Charity or their dependants;

4.1.42 to amalgamate with any companies, institutions, societies or associations which have objects altogether or mainly similar to those of the Charity and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members, at least to the same extent as such payments or distributions are prohibited in the case of members of the Charity by this Memorandum;

4.1.43 to make such articles of association, rules, regulations and bye-laws as are necessary in the opinion of the Board for the efficient running of the Charity;

4.1.44 to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity as a company and as a charity;

4.1.45 to do all such other lawful things as are incidental or conducive to the attainment of the Objects or any of them.

## **5 Application of income and property**

5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no portion of such income and property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to members of the Charity provided that nothing shall prevent any payment in good faith by the Charity:

- 5.1.1 of reasonable and proper remuneration to any member, officer or servant of the Charity (not being a Director) for any services rendered to the Charity;
- 5.1.2 of interest on money lent by any member of the Charity or of the Board at a rate per year not exceeding 2% less than the base lending rate prescribed for the time being by a clearing bank in London selected by the Board or 3%, whichever is the greater;
- 5.1.3 of reasonable and proper rent for premises demised or let by any member of the Charity or of the Board;
- 5.1.4 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Board may be a member holding not more than a one per cent shareholding in that company;
- 5.1.5 of out-of-pocket expenses to any member of the Board; or
- 5.1.6 of any premium in respect of any insurance to cover any of the liabilities specified in clause 4 of this Memorandum.

## **6 Payments and other benefits to Directors and Directors' Interests**

- 6.1 Notwithstanding any other provision of this Memorandum any of the Directors may be remunerated by salary, pension, contributions or fees or receive other benefits in money or money's worth from the Charity but only if:
  - 6.1.1 the duties carried out or services provided by the remunerated Director(s) are actually required by the Charity for the attainment of the Objects;
  - 6.1.2 that the nature and level of the fees or remuneration paid to a Director is reasonable in relation to the services he has provided and the resources of the Charity;
  - 6.1.3 that prior to any payment being made to him an appropriate written contract is concluded between the Directors and the Charity containing the full details of his duties and obligations to the Charity the amount of remuneration payable to him and all other relevant terms and conditions and that copies of all such contracts are retained by the Charity for inspection by any authorised person;
  - 6.1.4 that provisions of sub-clause 6.2 of this Memorandum are observed in relation to any discussions of the Board concerning that Director's interest, his remuneration or any variation of his remuneration; and
  - 6.1.5 that not more than 50% (fifty per cent) of the Directors of the Charity may be remunerated at any one time.

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- 6.2 Whenever a Director has a personal interest directly or indirectly in a matter to be discussed at a meeting of the Board or a committee of the Board, the Director concerned must:
- 6.2.1 declare an interest at or before discussion begins on the matter; and
  - 6.2.2 withdraw from the meeting for that item unless expressly invited to remain in order to give information; and
  - 6.2.3 not be counted in the quorum for the part of the meeting devoted to that item; and
  - 6.2.4 withdraw during the vote and have no vote on the matter;
- 6.3 Clauses 6.2.2 to 6.2.4 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised by either clause 4.1.39 or 4.1.40 above.

## **7 Charging Clause**

- 7.1 No firm, company or organisation of which a Director of the Charity is a director, partner or other senior officer or employee of that firm, company or organisation shall provide paid services to the Charity.

## **8 Limited liability**

- 8.1 The liability of the members is limited.

## **9 Contribution to assets of the Charity**

- 9.1 Every member of the Charity undertakes to contribute to the assets of the Charity in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Charity contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound (£1).

## **10 Surplus assets**

- 10.1 If on the winding-up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatever, the same shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charitable body having objects which are similar to the Objects and which shall prohibit the payment of any dividend or profit to, or the distribution of its assets amongst its members, to an extent at least as great as is imposed on the Charity by virtue of clause 5 above (as shall be determined by the members of the Charity).



- 10.2 If the Charity is a trustee of any trusts at the time it is wound up or dissolved, the Charity shall procure the appointment of a new trustee or trustees of those trusts in the place of the Charity.

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***Assistant Commissioner***

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AND HAVING CHARITABLE STATUS

ARTICLES OF ASSOCIATION

- of -

REGENT'S COLLEGE

**1 Definitions and interpretation**

**1.1 In these Articles:**

- |        |                     |                                                                     |
|--------|---------------------|---------------------------------------------------------------------|
| 1.1.1  | 'the Act'           | means the Companies Act 1985 as amended;                            |
| 1.1.2  | 'the Articles'      | means these Articles of Association;                                |
| 1.1.3  | 'Board'             | means the board of directors of the Charity;                        |
| 1.1.4  | 'the Charities Act' | means the Charities Act 1993 as amended;                            |
| 1.1.5  | 'the Charity'       | means Regent's College;                                             |
| 1.1.6  | 'the Commission'    | means the Charity Commissioners for England and Wales;              |
| 1.1.7  | 'Communication'     | means the same as in the Electronic Communications Act 2000;        |
| 1.1.8  | 'Trustee'           | means a member of the Board appointed in accordance with Article 9; |
| 1.1.9  | 'the Memorandum'    | means the Memorandum of Association of the Charity;                 |
| 1.1.10 | 'the Seal'          | means the common seal of the Charity;                               |

- 1.1.11 'Secretary' means any person appointed to perform the duties of the secretary of the Charity;
- 1.1.12 'the United Kingdom' means the United Kingdom of Great Britain and Northern Ireland.

- 1.2 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form of whatsoever kind.
- 1.3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification of the Act in force at the date at which these Articles become binding on the Charity.
- 1.4 All words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.

## **2 Objects**

- 2.1 The Charity is established for the Objects expressed in the Memorandum.

## **3 Members**

- 3.1 The number of members of the Charity at the time of adoption of these Articles is four but the Board may from time to time register an increase of members.
- 3.2 The members of the Charity shall be the Trustees from time to time. A Trustee shall automatically become a member of the Charity on his appointment as Trustee.
- 3.3 Unless the Board or the Charity in general meeting shall make other provision pursuant to the powers contained in Article 21, the Board may in its absolute discretion permit any member of the Charity to retire provided that after such retirement the number of members is not less than three.
- 3.4 On ceasing to be a Trustee of the Charity a person shall automatically cease to be a member.

#### **4 General meetings**

- 4.1 The Charity shall each year hold a general meeting as its Annual General Meeting ('AGM') in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one AGM of the Charity and that of the next. The AGM shall be held at such time and place as the Board shall appoint. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings ('EGM').
- 4.2 The Board may, whenever it thinks fit, convene an EGM, or in default thereof, an EGM may also be convened on such requisition as provided by the Act. If at any time there are not within the United Kingdom sufficient Trustees to form a quorum, any Trustee, may convene an EGM in the same manner as nearly as possible as that in which meetings may be convened by the Board.

#### **5 Notice of general meetings**

- 5.1 An AGM and a meeting called for the passing of a special resolution shall be called by at least twenty-one days' notice in writing. Other meetings shall be called by at least fourteen days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day of the meeting. The notice shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business. The notice shall be given in the manner mentioned below or in such other manner, if any, as may be prescribed by the Charity in general meeting. The notice shall be given to such persons as are entitled to receive such notices, provided that a meeting of the Charity shall, notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it is so agreed:
- 5.1.1 in the case of the AGM, by all the members entitled to attend and vote; and
- 5.1.2 in the case of any other meeting, by a majority of the members having a right to attend and vote at the meeting, being a majority together representing not less than 95% of the total voting rights of all the members.
- 5.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### **6 Proceedings at general meetings**

- 6.1 The business to be transacted at an AGM shall include the consideration of the accounts, balance sheets, and the reports of the Board and auditors and the appointment of, and the fixing of the remuneration of, the auditors.

- 6.2 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; the higher of two or one-third of the total number of members shall be a quorum. If within thirty minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved; in any other case it shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Board may determine.
- 6.3 Any member of the Charity may participate in a meeting of the Charity by means of video conference, telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in such a meeting shall constitute presence in person at that meeting.
- 6.4 The chairman, if any, of the Board shall chair every general meeting of the Charity. In his absence the vice-chairman, if any, of the Board shall act as chairman. If at any meeting neither the chairman nor the vice-chairman is present within ten minutes after the time appointed for the holding of the meeting, or if there is no chairman or vice-chairman, or if neither the chairman nor the vice-chairman are willing to act, the Trustees present shall elect one of their number to chair the meeting.
- 6.5 The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 6.6 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands.
- 6.7 A declaration by the chairman and an entry to that effect in the minutes of proceedings of the Charity that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 6.8 A member may appoint another member as his proxy at general meetings.
- 6.9 The appointment of a proxy shall be executed by or on behalf of the appointor and 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 directors may approve):

**"Regent's College ("the Company")**

I, [ ] of [ ],  
being a member of the Company, hereby appoint [ ] of  
[ ] or failing him, [ ] of  
[ ], as my proxy to vote in my name and on my behalf  
at the [annual][extraordinary] general meeting of the Company to be held on  
[ ] 200[ ] and at any adjournment thereof.

Signed on [ ] 200[ ]"

Where it is desired to afford members an opportunity of instructing the proxy how he shall act the appointment of 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 directors may approve):

**"Regent's College ("the Company")**

I, [ ] of [ ], being a member of the  
Company, hereby appoint [ ] of [ ] or failing him,  
[ ] of [ ], as my proxy to vote in my name and  
on my behalf at the [annual][extraordinary] general meeting of the Company to be  
held on [ ] 200[ ] 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 he thinks fit or abstain from voting.

Signed this [ ] day of [ ] 200[ ]"

6.10 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:

6.10.1 in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company 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;

- 6.10.2 in the case of an appointment contained in an electronic communication, be received at an address within the united Kingdom specified in the notice convening the meeting or in any instrument of proxy sent out, or invitation contained in an electronic communication to appoint a proxy issued by the company 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 appointment proposes to vote;
- 6.10.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll;
- 6.10.4 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 chairman or to the secretary or to any director; or
- 6.10.5 and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.
- 6.11 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at the office or at such other place at which the instrument of proxy was duly deposited or, where the invitation to appoint a proxy was contained in an electronic communication, at the address specified for that purpose before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 6.12 In the case of an equality of votes, the chairman of the meeting shall be entitled to a second or casting vote.
- 6.13 Subject to the provisions of the Act, a resolution in writing signed by all the members entitled to receive notice of and to attend and vote at general meetings shall be as valid and effective as if it had been passed at a general meeting of the Charity duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more members.

## **7 Votes of members**

- 7.1 Every member shall have one vote.

## **8 Board**

- 8.1 The Trustees shall be the directors of the Charity for the purposes of the Act.

8.2 There shall be no maximum number of Trustees and the minimum number of Trustees shall be two or in each case such other number as may be determined by the Charity in general meeting.

8.3 A Trustee shall be a member of the Charity and upon accepting the office of Trustee a person shall automatically become a member of the Charity.

## **9 Trustees**

9.1 Trustees shall be elected by a simple majority of all the Trustees entitled to attend and vote at any meeting of the Board. Subject to Articles 10, 11 and 12 a Trustee shall hold office until the end of the AGM held nearest in time to the third anniversary of his election.

## **10 Removal of Trustees**

10.1 Trustees may by a 75% majority of all the Trustees entitled to attend and vote at a meeting of the Board resolve to remove a Trustee.

10.2 The Charity may by ordinary resolution, of which special notice has been given in accordance with Section 303 of the Act, remove any Trustee before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Charity and such Trustee.

## **11 Disqualification or vacation of office of Trustees**

11.1 The office of Trustee shall be vacated if the Trustee:

11.1.1 becomes bankrupt or makes any arrangement or composition with his creditors generally;

11.1.2 becomes prohibited from being:

11.1.2.1 a Trustee by reason of any order made under Section 1 of the Company Trustees Disqualification Act 1986; or

11.1.2.2 a charity trustee by reason of any order made under Section 72 of the Charities Act;

11.1.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs;

11.1.4 resigns his office by written notice to the Charity;

11.1.5 is absent from all Board meetings without leave for one year and the Board resolves that the office be vacated; or



- 11.1.6 is directly or indirectly interested in any contract with the Charity and fails to declare the nature of his interest as required by the Act or the Memorandum.
- 11.2 A Trustee shall not vote in respect of any contract in which he is interested or any matter arising out of it and shall withdraw from the meeting for that item unless expressly invited to remain in order to give information. If he does so vote, his vote shall not be counted save in respect of a policy of insurance which indemnifies him from and against all such risks incurred in the course of performance of his duties, provided such policy of insurance is appropriate and on reasonable terms and complies with the requirements of clauses 4.1.39 and 4.1.40 of the Memorandum.

## **12 Retirement of Trustees**

- 12.1 Trustees shall serve for a period of three years commencing with their appointment as a Trustee and terminating at the end of the next meeting of the Board following the third anniversary of their appointment.
- 12.2 A person retiring from the office of Trustee following the expiry of their first three-year term shall be eligible for re-election by the Trustees for a further three year term which shall expire at the end of the next board meeting following the third anniversary of their re-election as a Trustee. No Trustee shall serve for more than two three-year terms.

## **13 Powers and duties of the Board**

- 13.1 The business of the Charity shall be managed by the Board which may pay all expenses incurred in the formation of the Charity and its registration as a charity under the Charities Act.
- 13.2 The Board may exercise all such powers of the Charity as are not required by the Act or these Articles or by any regulation to be exercised by the Charity in general meeting including (but not by way of limitation) the powers to:
- 13.2.1 borrow money;
  - 13.2.2 mortgage or charge the whole or any part of its undertaking and property subject to Section 38 of the Charities Act; or
  - 13.2.3 issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Charity or of any third party.
- 13.3 Any such requirement for powers to be exercised only by the Charity in general meeting, referred to in Article 13.2 above shall not invalidate any prior act of the Board at the time it was carried out.

- 13.4 All cheques and other negotiable instruments, and all receipts for money paid to the Charity, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time determine.
- 13.5 The Board shall cause minutes to be made and records (with copies where appropriate) to be kept:
- 13.5.1 of all appointments of officers made by the Board;
  - 13.5.2 of the names of the Trustees present at each Board meeting; and
  - 13.5.3 of all resolutions and proceedings at all meetings of the Charity and of the Board.

#### **14 Proceedings of the Board**

- 14.1 The Board shall meet at least four times a year.
- 14.2 The Board may meet together to despatch business, adjourn and otherwise regulate its meetings as it thinks fit. In relation to:
- 14.2.1 any questions arising at any meeting, such questions shall be decided by a majority of votes of Trustees present and voting on the question;
  - 14.2.2 an equality of votes the chairman shall have a second or casting vote whether he has or has not voted previously on the same question but no Trustee in any other circumstances shall have more than one vote.
- 14.3 The chairman may, and the Secretary shall (if requested by any two Trustees), at any time summon a Board meeting upon not less than four days' notice being given to the other Trustees of the matters to be discussed.
- 14.4 Notice of a Board meeting shall be given to all Trustees whether they are absent from the United Kingdom or not at the time notice is given.
- 14.5 Any Trustee or member of a committee of the Trustees may participate in a meeting of the Trustees or such committee by means of video conference, telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in such a meeting shall constitute presence in person at that meeting.
- 14.6 The quorum necessary for the transaction of the business of the Board shall be the higher of two and one third of the Trustees or if that number is not a whole number the next higher whole number.
- 14.7 The Board may act notwithstanding any vacancy in its body, but, if and so long as its number is reduced below the number fixed by or pursuant to the Articles as the quorum the Board may act for the purpose of increasing the number of Trustees to that number, or of summoning a general meeting of the Charity, but for no other purpose.

- 14.8 At its first meeting the Board shall elect a chairman and vice-chairman from among its number and shall determine the period for which they are to hold office, although they shall always be eligible for re-election; but if at any meeting neither the chairman nor the vice-chairman are present within ten minutes after the time appointed for holding the same, or if there is no chairman or vice-chairman, the Trustees present shall choose one of their number to chair the meeting.
- 14.9 The Board may delegate any of its powers to committees consisting of such of its number as it thinks fit; any committee so formed shall conform to any regulations that may be imposed on it by the Board and in particular (but without limitation) no such committee shall have authority to incur expenditure save in accordance with a budget previously agreed with the Board.
- 14.10 The chairman and vice-chairman shall be ex-officio members of every committee appointed by the Board.
- 14.11 The members of each committee may, with the approval of the Board, appoint such persons, not being Trustees, as they think fit to be members of that committee.
- 14.12 At least two thirds of the members of any committee at any one time shall be Trustees.
- 14.13 A committee may elect a chairman of its meetings; if no such chairman is elected, or, if at any meeting the chairman is not present within ten minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting.
- 14.14 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.
- 14.15 All acts and proceedings of committees shall be reported to the Board fully and promptly.
- 14.16 All acts done by any meeting of the Board or of a committee, or by any person acting as a Trustee, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Trustee or person acting as a Trustee, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee.
- 14.17 A resolution in writing, signed by all the Trustees entitled to receive notice of a Board meeting shall be as valid and effectual as if it had been passed at a Board meeting duly convened and held, and may consist of several documents in like form each signed by one or more Trustees.
- 14.18 All members of the Board shall be entitled to be interested in and benefit from all or any of the contracts of insurance referred to in clauses 4.1.39 and 4.1.40 of the Memorandum and no member of the Board shall be prevented from acting in that capacity merely by reason of that interest.

## **15 Secretary**

- 15.1 Subject to Section 283 of the Act, the Secretary of the Charity shall be appointed by the Board for such term at such remuneration and on such conditions as the Board may think fit. Any Secretary so appointed by the Board may be removed by it.
- 15.2 A Secretary who is also a Trustee may not be remunerated.
- 15.3 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Trustee and the Secretary shall not be satisfied by its being done by or to the same person acting both as Trustee and as, or in place of, the Secretary.

## **16 The Seal**

- 16.1 The Board shall provide for the safe custody of the Seal (if any), which shall be used only by the authority of the Board or of a committee authorised by the Board on its behalf, and every instrument to which the Seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary or by a second Trustee or by some other person appointed by the Board for the purpose.

## **17 Records**

- 17.1 The Board shall comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:
  - 17.1.1 annual reports;
  - 17.1.2 annual returns; and
  - 17.1.3 annual statements of account.
- 17.2 The Board shall keep proper records of:
  - 17.2.1 all proceedings at general meetings;
  - 17.2.2 all proceedings at meetings of the Board;
  - 17.2.3 all reports of committees; and
  - 17.2.4 all professional advice obtained.
- 17.3 Accounting records relating to the Charity shall be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

- 17.4 The Board shall supply a copy of the Charity's latest available statement of account to any Trustee or member on request, and within two months of the request to any other person who makes a written request and pays the Charity's reasonable costs of complying with the request.

## **18 Audit**

- 18.1 Auditors shall be appointed and their duties regulated in accordance with the Act and the Charities Act.

## **19 Notices**

- 19.1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Trustees) shall be in writing or in accordance with Section 369(4A) of the Act.
- 19.2 The Charity may give notice to any member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or in accordance with Section 369(4A) of the Act. A member whose registered address is not within the United Kingdom but who has provided an address at which notices may be given to him within the United Kingdom shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Charity.
- 19.3 A member present at any meeting of the Charity either in person or by proxy shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 19.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic Communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of forty-eight hours after the envelope containing it was posted, or in the case of a notice contained in an electronic Communication, at the expiration of forty-eight hours after it was sent.
- 19.5 Notice of every general meeting shall be given in any manner authorised by these Articles to:
- 19.5.1 every member except those members who (having no registered address within the United Kingdom) have not supplied to the Charity an address within the United Kingdom for the giving of notices to them; and
- 19.5.2 the auditor for the time being of the Charity.
- 19.6 No person other than those specified in Article 19.5 above shall be entitled to receive notices of general meetings.

## **20 Dissolution**

- 20.1 Clause 10 of the Memorandum relating to the winding-up and dissolution of the Charity shall have effect as if its provisions were repeated in these Articles.

## **21 Rules or byelaws**

- 21.1 The Board may from time to time make such rules or byelaws as it may deem necessary or convenient for the proper conduct and management of the Charity and for the purpose of prescribing classes and conditions of membership of either the Charity or any group established to support the Charity, and in particular but without prejudice to the generality of the above, it may by such rules or byelaws regulate:
- 21.1.1 the admission and classification of membership of the Charity, the rights and privileges of such members, the conditions of membership and the terms on which members may resign or have their membership terminated;
  - 21.1.2 the conduct of members in relation to one another, and to the Charity's employees;
  - 21.1.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes; and
  - 21.1.4 the procedure at general meetings and meetings of the Board and committees in so far as such procedure is not regulated by these Articles.
- 21.2 The Charity in general meeting shall have power by special resolution to alter or repeal the rules or byelaws and to make additions to them, and the Board shall adopt such means as it deems sufficient to bring to the notice of members of the Charity all such rules or byelaws which, so long as they shall be in force, shall be binding on all members of the Charity provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles.

## **22 Indemnity**

- 22.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

## **23 Headings**

- 23.1 The headings in these Articles shall not be taken as part of them or in any manner affect the interpretation or construction of the same.