

Company number 1797726

The Companies Act 2006
Private company limited by guarantee

Articles of Association

of

Sustrans

(as amended by a special resolution passed on 2 February 2021)

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Part 1
Interpretation, Objects and powers, limitation on liability and other miscellaneous provisions

1 Defined terms

1.1 In these articles, unless the context requires otherwise:

"**Acts**" means the Companies Acts and every other statute, order, regulation or other subordinate legislation from time to time in force concerning companies and affecting the Charity

"**articles**" means the Charity's articles of association as altered or varied from time to time (and "**article**" means a provision of these articles)

"**Benefit**" means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth

"**Board**" means the board of Trustees

"**CA2006**" means the Companies Act 2006

"**Chair**" has the meaning set out in article 24 (*Chairing of directors' meetings*)

"**chair of the meeting**" has the meaning set out in article 32 (*Chairing general meetings*)

"**Charities Act**" means the Charities Act 2011

"**Charity**" means the company governed by the articles

"**charity**" has the meaning set out in Section 1, Charities Act

"**charity trustee**" has the meaning set out in Section 177, Charities Act

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

"**Companies Acts**" means the Companies Acts (as defined in Section 2, CA2006), in so far as they apply to the Charity

"**Conflict of Interest**" means any Interest of a Trustee (or any person Connected to a Trustee) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties

"**Connected Person**" means any person falling within one of the following categories:

- (a) any spouse or civil partner of a Trustee or a Member;
- (b) any parent, child, brother, sister, grandparent or grandchild of a Trustee or Member who is financially dependent on such Trustee or Member or on whom the Trustee or Member is financially dependent;
- (c) the spouse or civil partner of any person in (b);
- (d) any other person in a relationship with a Trustee or Member which may reasonably be regarded as equivalent to that of a spouse or civil partner; or
- (e) any company, LLP or partnership of which a Trustee or Member is a paid director, Member, partner or employee or a holder of more than 1% of the share capital or capital; and

any person who is a Connected Person in relation to any Trustee or Member is referred to in these Articles as **Connected** to that Trustee or Member

"**document**" includes, unless otherwise specified, any summons, notice, order, register, certificate or other legal process and includes any such document sent or supplied in electronic form

"**electronic form**" has the meaning set out in Section 1168, CA2006

"**eligible Trustee**" means a Trustee who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting (but excluding any Trustee whose vote is not to be counted in respect of the resolution in question)

"**hard copy form**" has the meaning set out in Section 1168, CA2006

"**Interest**" means any direct or indirect interest (and includes any interest a Trustee or any person Connected to a Trustee may have as a consequence of any duty he or she may owe to any other person) and where a Trustee (or any person Connected to a Trustee) has any such interest in any matter or situation or transaction or arrangement the Trustee is **Interested** in it

"**Member**" means a member of the Charity for the purposes of the CA2006

"**Model Articles**" means the model articles for private companies limited by guarantee as set out in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229)

"**Objects**" means the objects of the Charity as set out in article 2 (*Charity's Objects*)

"**ordinary resolution**" has the meaning set out in Section 282, CA2006

"**participate**", in relation to a directors' meeting, has the meaning given in article 22 (*Participation in directors' meetings*)

"**special resolution**" has the meaning set out in Section 283, CA2006

"**Subsidiary Company**" means any company in which the Charity holds:

- (a) more than 50% of the shares or membership rights; or
- (b) more than 50% of the voting rights; or
- (c) the right to appoint one or more of the directors.

"**taxable trading**" means the carrying on of a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax

"**Trustee**" means a director of the Charity, and includes any person occupying the position of director, by whatever name called

"**writing**" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods and "**written**" shall be construed accordingly

- 1.2 Unless the context otherwise requires (or unless otherwise defined or stated in these articles) words or expressions contained in these articles shall have the same meaning as in the CA2006 as in force from time to time.
- 1.3 The Model Articles shall not apply to the Charity and these articles shall be the articles of association of the Charity (to the exclusion of any other regulations set out in any statute,

statutory instrument or other subordinate legislation from time to time in force).

- 1.4 References in these articles to a document or information being sent or supplied by or to a company (including the Charity) shall be construed in accordance with the provisions of Section 1148(3), CA2006 and any reference to "sent" or "supplied" (or other similar term) shall be construed in accordance with the provisions of Section 1148(2), CA2006.

2 Objects

- 2.1 The Objects of the Charity are to promote and encourage, both in the UK and overseas, for the public benefit the development in the community of, and the provision of safe routes, paths and facilities for, cycling, walking and other forms of low energy transport and to undertake and carry on projects and activities of a charitable nature which will assist in promoting healthy recreation, the protection of the environment and the conservation of energy resources.
- 2.2 In these articles, **charitable** means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and / or section 2 of the Charities Act (Northern Ireland) 2008. For the avoidance of doubt, the system of law governing the constitution of the Charity is the law of England and Wales.
- 2.3 The provisions of article 2.1 may only be amended with the prior written consent of the Commission.

3 Powers

- 3.1 The Charity has the power to do anything within the law which may promote or may help to promote the Objects or any of them. In particular (but without limitation) the Charity has the following powers:
- (a) to purchase, construct, develop, establish and equip, and to promote and encourage the retention and preservation of and to repair, renovate, restore, rebuild and generally to maintain, safe routes and paths for cycling, walking and other forms of low energy transport;
 - (b) to carry on, encourage and support research into (without limitation) ecology, botany, biodiversity, methods of conservation of energy and protection of the environment and the publication of the results of such research;
 - (c) to hold festivals, seminars, conferences, lectures, tours and courses;
 - (d) to provide advice;
 - (e) to publish or distribute information in any form;
 - (f) to establish, equip and maintain a library relating to the aims and Objects of the Charity;
 - (g) to support, administer or set up charities and to act as trustee of any charitable funds, endowments or trusts;
 - (h) to establish, support or acquire subsidiary companies and to act as a holding company;
 - (i) to co-operate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies;

- (j) to acquire, rent or hire property of any kind;
- (k) to sell, let, license, mortgage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011);
- (l) to acquire in any manner or construct, establish, alter, maintain, furnish and equip land, buildings and other accommodation;
- (m) to employ officers, servants and employees (not being members of the Board or other governing body of the Charity) of all sorts, and to remunerate them and to make all reasonable and necessary provisions for the payment of pensions and superannuation to or on behalf of employees of the Charity and their spouses, children and other dependants;
- (n) to raise funds;
- (o) to affiliate with and where appropriate merge with any charity having objects similar to the Objects;
- (p) to solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms;
- (q) to borrow money, including entering into any derivative arrangement relating to that borrowing provided that the derivative arrangement is an integral part of managing the Charity's debt and not a speculative venture;
- (r) to make grants, awards, prizes or donations;
- (s) to make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company;
- (t) to set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a written policy on reserves;
- (u) to give security for loans, grants and other obligations over the assets of the Charity (but only in accordance with the restrictions imposed by the Charities Act 2011);
- (v) to deposit or invest funds in any manner (but to invest only after taking such advice as the Trustees consider is reasonably necessary from such person as is reasonably believed by the Trustee to be qualified to give it by his or her ability in and practical experience of financial and other relevant matters);
- (w) to enter into any derivative arrangement in connection with any investment provided that the derivative arrangement is ancillary to the investment (being entered into in order to manage the risk and / or transaction costs associated with the investment) and is not a speculative venture;
- (x) to delegate the management of investments to any person provided that:
 - (i) the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
 - (ii) the investment policy is set out in writing by the Trustees;
 - (iii) the performance of the investments is reviewed regularly with the Trustees;

- (iv) the investment policy and the delegation arrangements are reviewed at least once a year;
 - (v) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate; and
 - (vi) the delegate must not do anything outside the powers of the Trustees;
- (y) to arrange for the 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 England and Wales) under the control of the Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required;
- (z) to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- (aa) to make planning applications, applications for consent under bye-laws or building regulations and other like applications;
- (bb) to provide indemnity insurance to cover the liability of the Trustees 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 any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees;
- (cc) to open and operate bank accounts and banking facilities;
- (dd) to enter into any licence or sponsorship agreement;
- (ee) to enter into any contract or agreement including any finance lease and any contract to provide services to or on behalf of another body;
- (ff) to carry on any trade in so far as the trade is:
 - (i) exercised in the course of the actual carrying out of the Objects; or
 - (ii) ancillary to the carrying out of the Objects; or
 - (iii) not taxable trading.

4 **Name**

The name of the Charity is "Sustrans".

5 **Domicile**

The Charity's registered office is to be situated in England and Wales.

6 Liability of Members

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:

- (a) payment of the Charity's debts and liabilities contracted before he ceases to be a Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

7 Non-distribution

7.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members, but:

- (a) Members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
- (b) Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
- (c) Members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
- (d) Members (including Trustees) who are also beneficiaries of the Charity may receive charitable benefits in that capacity.

7.2 The provisions of article 7.1 may only be amended with the prior written consent of the Commission

8 Application of assets on a winding up

8.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Trustees in the following ways:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes which the Trustees in their absolute discretion consider are within, the same as or similar to the Objects; and (subject thereto)
- (b) directly for the Objects or charitable purposes within or similar to the Objects; and (subject thereto)
- (c) in such other manner consistent with charitable status as the Commission may approve in writing in advance.

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

8.3 The provisions of article 8.1 may only be amended with the prior written consent of the Commission.

Part 2 Trustees and Secretary

Appointment and removal of Trustees

9 Appointment of Trustees

- 9.1 The Trustees are the charity trustees of the Charity and have control of the Charity and its property and funds.
- 9.2 The Board shall be composed of no fewer than five and no more than twelve Trustees. If the number of Trustees falls below five, the Trustees shall as soon as practicable appoint a new Trustee or Trustees to ensure that the number of Trustees is five or more.
- 9.3 Trustees shall be appointed to the Board by resolution of the Trustees. The Trustees may from time to time at their discretion determine any criteria for appointment as a Trustee.
- 9.4 On appointment as a Trustee, a Trustee shall automatically become a Member.
- 9.5 Every Trustee shall sign a written consent to become a Trustee and a Member.
- 9.6 If the number of Trustees falls below five, the Trustees shall as soon as practicable appoint a new Trustee or Trustees to ensure that the number of Trustees is five or more.

10 Terms of office of Trustees

- 10.1 From the adoption of these articles, the individuals listed in Schedule 1 shall hold office as Trustees on the initial terms set out opposite their respective names.
- 10.2 Subject to article 10.1, the normal term of office for Trustees shall be three years. A Trustee shall be eligible for reappointment by the Trustees for one further term of three years.
- 10.3 Subject to articles 10.4 and 10.5, once a Trustee has served for two consecutive terms of office that Trustee shall retire from office and shall be ineligible for reappointment as a Trustee for a period of at least 12 months.
- 10.4 If the Trustees consider that in exceptional circumstances (as determined by the Trustees) a Trustee should be reappointed despite that Trustee having served two consecutive terms of office, they may reappoint him or her as a Trustee for a maximum of one further term of office of no more than three years to be determined by the Trustees, after which he or she must step down as a Trustee and shall be ineligible for reappointment as a Trustee for a period of at least 12 months.
- 10.5 A Trustee shall not retire by virtue of article 10.3 nor cease to be a Trustee by virtue of article 11.1(g), (h), (i) or (j) if following that retirement or cessation, taking account of any new appointments at that time, the number of Trustees would fall below five. Where this article 10.5 would apply the Trustees shall appoint a replacement Trustee or replacement Trustees as soon as practicable and the Trustee who would otherwise have retired or whose appointment would otherwise have ceased shall retire or shall cease to be a Trustee with effect from the date of the appointment of the replacement Trustee (and if more than one Trustee is subject to this article 10.5 at the same time, they will retire or cease to be a Trustee in the order of their original appointment or, if they were originally appointed at the same time, as determined by the Trustees).

11 Termination of Trustee's appointment

- 11.1 A person ceases to be a Trustee, subject to article 10.5, as soon as:
- (a) that person is disqualified under the Charities Act from acting as a charity trustee or is otherwise prohibited from being a company director by law;
 - (b) is convicted of an offence and the Trustees resolve that it is undesirable in the

interests of the Charity that he or she remains a Trustee of the Charity;

- (c) a bankruptcy order is made against that person;
- (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (e) a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that that person has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- (f) by reason of that person's mental health, he or she is admitted to hospital in pursuance of an application for admission for treatment under any mental health legislation for the time being in force in any part of the United Kingdom or a court having jurisdiction (whether in the United Kingdom or elsewhere) makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (g) written notification is received by the Charity from the Trustee that the Trustee is resigning from office, and such resignation has taken effect in accordance with its terms;
- (h) that person has, for more than ten consecutive months, been absent without permission of the Trustees from meetings of the Trustees held during that period and the Trustees make a decision that that person's office be vacated;
- (i) subject to articles 10.4 and 10.5, that person has served the maximum term of office permitted under article 10.3;
- (j) that person ceases to be a Member;
- (k) that person is removed as a Trustee by the Members pursuant to the CA2006; or
- (l) that person is removed by a resolution passed by at least two thirds of the other Trustees that the person's continued appointment is not in the best interests of the Charity, provided that the person shall have an opportunity to be heard before a final decision is made.

11.2 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 of the Board.

Trustee Benefits and Conflicts of Interest

12 Trustee Benefits

12.1 A Trustee must not receive any Benefit from the Charity except:

- (a) as mentioned in articles 7.1(b), (c) and (d) (*Non-distribution*) and article 12.2 (*Trustee Benefits*);
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in running the Charity;
- (c) an indemnity in accordance with article 41(*Indemnity*);
- (d) trustee indemnity insurance purchased in accordance with the Charities Act; and
- (e) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance and where required by the Acts the approval or affirmation of the Members).

12.2 Any Trustee may enter into a contract with the Charity to supply goods or services to the Charity in return for a Benefit but only if:

- (a) the goods or services are actually required by the Charity and in the opinion of the Trustees it is in the best interests of the Charity for the goods or services to be provided by the relevant Trustee;
- (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied, is set out in an agreement in writing between the Charity and the relevant Trustee, and is approved in accordance with the procedures set out in articles 13 (*Declaration of Interests*), 14 (*Conflicts of Interest*) and 15 (*Authorisation of Conflicts of Interest*); and
- (c) fewer than one half of the Trustees are subject to or affected by such a contract or otherwise remunerated in accordance with article 7.1 (*Non-distribution*) or article 12.2 (*Trustee Benefits*) in any financial year.

12.3 A Trustee shall not receive a Benefit from any Subsidiary Company except in accordance with articles 12.1 and 12.2 which apply as if references to the Charity were references to the Subsidiary Company and references to the Articles were to the articles of association of the Subsidiary Company).

12.4 In this article 12, references to a Trustee include references to any person who is Connected to that Trustee.

12.5 This article may not be amended without prior written consent of the Commission.

13 Declaration of Interests

13.1 Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest.

13.2 In the case of any proposed transaction or arrangement with the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees before the Charity enters into the transaction or arrangement.

- 13.3 In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable.
- 13.4 Any declaration must be made in accordance with the provisions of the Act:
- 13.4.1 at a meeting of the Board; or
 - 13.4.2 by notice in writing to the Trustees; or
 - 13.4.3 by general notice to the Trustees.
- 13.5 A Trustee is not required to declare an Interest:
- 13.5.1 where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or
 - 13.5.2 where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or
 - 13.5.3 if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the Interest).
- 13.6 The Charity may maintain a register of all of the Interests declared by the Trustees in accordance with this Article. The Trustees may prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.
- 14 Conflicts of Interest**
- 14.1 Subject to articles 14.2 and 15, a Trustee has a duty under the CA2006 to avoid a situation or matter (including a transaction or arrangement with the Charity) in which he or she has, or can have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity).
- 14.2 Article 14.1 does not apply to a Conflict of Interest arising in relation to the following transactions or arrangements with the Charity and which the Trustees resolve are in the best interests of the Charity:
- (a) any transaction or arrangement mentioned in article 12.1(b), (c), (d) and (e) (*Trustee Benefits*);
 - (b) any transaction or arrangement with a charity of which a Trustee is a charity trustee or member or with which he or she is otherwise connected and which is in furtherance of the Objects and which does not confer a Benefit on the Trustee; and
 - (c) any transaction or arrangement with a Subsidiary Company in which a Trustee does not have an Interest otherwise than as an unpaid director and which does not confer a Benefit on the Trustee.
- 15 Authorisation of Conflicts of Interest**
- 15.1 The Trustees may authorise a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest but only if:

- (a) the Conflict of Interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by article 12 (*Trustee Benefits*);
 - (b) the Trustees act in what they consider is in the best interests of the Charity; and
 - (c) the Trustees comply with the procedure set out in articles 13, 14 and 15.
- 15.2 Whenever the Trustees must decide whether to give the authorisation in accordance with article 15.1 the Trustee concerned must:
- 15.2.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins);
 - 15.2.2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;
 - 15.2.3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed;
 - 15.2.4 withdraw during the vote and have no vote on the authorisation for that part of the meeting; and
 - 15.2.5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustees).
- 15.3 The Trustees may also exclude the relevant Trustee from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.
- 15.4 In giving any authorisation in accordance with article 15.1 in relation to any transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest and which will or may confer a Benefit on that Trustee (or Connected Person), the Trustees must provide that the Trustee concerned will:
- 15.4.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed (or, at the latest, before such discussion begins);
 - 15.4.2 withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
 - 15.4.3 not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed;
 - 15.4.4 withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting; and
 - 15.4.5 not sign any written resolution in relation to the relevant transaction or arrangement or situation or matter or indicate their agreement to a resolution passed in accordance with article 20.2 (except where required to do so to confirm a resolution of the other Trustees).
- 15.5 In giving the authorisation under article 15.1 in relation to a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to a Trustee) has, or may have, a Conflict of Interest which will not confer a Benefit on that Trustee (or Connected

Person), the Trustees may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustees must consider:

- 15.5.1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest;
- 15.5.2 whether or not the Trustee should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
- 15.5.3 whether or not the Trustee should be excluded from the receipt of information in relation to the relevant transaction, arrangement, situation or matter;
- 15.5.4 whether or not the Trustee should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and
- 15.5.5 whether or not the Trustee should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting.

Secretary

16 Secretary

The Trustees may appoint any person who is willing to act as secretary of the Charity on such terms (including, but not limited to, term of office and remuneration) and subject to such conditions as they may think fit and from time to time remove such person and, if the Trustees determine, appoint a replacement secretary of the Charity, in each case by a decision of the Trustees. The secretary may be a Trustee but any Trustee who is appointed as secretary may not receive remuneration for acting as such.

Trustees' powers and responsibilities

17 Trustees' general authority

Subject to these articles, the Trustees are responsible for the management of the Charity's business, in furtherance of the Objects, for which purpose they may exercise all the powers of the Charity.

18 Delegation by Trustees

- 18.1 Subject to these articles, the Trustees may delegate any of the powers which are conferred on them under these articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit (including whether any such delegation shall be made either collaterally

with or to the exclusion of the powers otherwise conferred on the Trustees under these articles).

18.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated.

18.3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

19 Committees and Steering Groups

19.1 Committees to whom the Trustees delegate any of their powers may consist of one or more co-opted persons other than Trustees on whom voting rights may be conferred as members of the committee provided that:

- (a) the number of co-opted members of the committee shall be less than one-half of the total number of members of the committee and so that no resolution of the committee shall be effective unless a majority of the members of the committee voting on the resolution are Trustees;
- (b) all proceedings of every committee must be reported promptly to the Trustees; and
- (c) every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these articles as regulate the proceedings of the Board so far as they are capable of applying).

19.2 The Trustees may establish an advisory board (referred to in these articles as a "**Steering Group**") comprising individuals who, in the opinion of the Trustees, have the relevant expertise and experience in dealing with issues affecting the Charity provided that:

- (a) the Steering Group will have none of the rights or powers exercisable by the Trustees or any committee other than a power to advise the Trustees on any matter referred to it by the Trustees;
- (b) the members of the Steering Group will have none of the responsibilities of company directors or charity trustees; and
- (c) the Steering Group must act in accordance with any terms of reference imposed by the Trustees (but, subject to that, the proceedings of the Steering Group will be governed by such of these articles as regulate the proceedings of the Trustees so far as they are capable of applying).

20 Trustees to take decisions collectively

20.1 Any decision of the Trustees must be either a majority decision at a meeting or a unanimous decision taken in accordance with article 20.2.

20.2 A unanimous decision of the Trustees is taken in accordance with this article when all eligible Trustees indicate to each other by any means, excluding the means of text messaging or other forms of instant messaging, that they share a common view on a matter.

20.3 A decision made under article 20.2 may take the form of a resolution in writing, where each eligible Trustee has signed one or more copies of it or to which each eligible Trustee has otherwise indicated agreement in writing.

20.4 A decision may not be taken under article 20.2 if the eligible Trustees would not have formed a quorum at a Trustees' meeting held to discuss the matter in question.

21 Calling a Trustees' meeting

- 21.1 On the written request of four Trustees the Secretary shall, and in any other case may, at any time summon a Trustees' meeting.
- 21.2 Notice of any Trustees' meeting must indicate:
- (a) its proposed date and time;
 - (b) where it is to take place; and
 - (c) if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 21.3 Save as provided otherwise in these articles, notice of a Trustees' meeting must be given to each Trustee, but need not be in writing.
- 21.4 Notice of a Trustees' meeting need not be given to Trustees who waive their entitlement to notice of that meeting, by giving notice to that effect to the Charity not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

22 Participation in Trustees' meetings

- 22.1 Subject to these articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- (a) the meeting has been called and takes place in accordance with these articles; and
 - (b) they can each communicate orally (including by means of telephone, video conference or other audio or audio-visual link) to the others any information or opinions they have on any particular item of the business of the meeting.
- 22.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other, provided that all persons participating in the meeting can hear each other.
- 22.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

23 Quorum for Trustees' meetings

- 23.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 23.2 Subject to Section 175(6) CA2006, the quorum for the transaction of the business of the Trustees may be fixed from time to time by a decision of the Trustees, and unless otherwise so fixed shall (save as provided in article 23.3 or any other provision of these articles) be three.
- 23.3 In relation to any meeting (or part of any meeting):
- (a) held to authorise a Conflict of Interest pursuant to article 15 (*Authorisation of conflicts*), if, at the relevant time, the Charity has only one Trustee other than the conflicted Trustee(s), the quorum for such meeting (or the part thereof dealing with the authorisation pursuant to article 15 (*Authorisation of conflicts*)) shall be one

eligible Trustee; or

- (b) held to appoint a new Trustee or Trustees at a time when the number of Trustees has fallen below three, the quorum for such meeting shall be the number of remaining Trustees.

23.4 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision:

- (a) to appoint further Trustees, pursuant to article 23.3; or
- (b) to call a general meeting so as to enable the Members to appoint further Trustees.

24 Chairing of Trustees' meetings

24.1 The Trustees may appoint a Trustee to chair their meetings.

24.2 The person so appointed for the time being is known as the Chair.

24.3 The Trustees may terminate the Chair's appointment at any time.

24.4 If the Chair is unwilling to chair a Trustees' meeting or is not participating in a Trustees' meeting within ten minutes of the time at which it was to start or, if at any time during the meeting, the Chair ceases to be a participating Trustee, the participating Trustees must appoint one of themselves to chair it (or chair such part of it in relation to which the Chair ceases to be a participating Trustee, as the case may be).

25 Casting vote

If, at a meeting of the Trustees, the numbers of votes for and against a proposal are equal, the Chair or other Trustee appointed to chair the meeting pursuant to article 24.4 (*Chairing of Trustees' meetings*) shall have a casting vote.

26 Trustees' discretion to make further rules

Subject to these articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.

Part 3 Members

Becoming and ceasing to be a Member

27 Membership

27.1 The Charity must maintain a register of Members.

27.2 The Members of the Charity on the date of the adoption of these articles shall be the individuals whose names are listed in Schedule 1, being the Trustees then in office.

27.3 Subject to article 27.2, the Members of the Charity shall be the Trustees from time to time.

27.4 Membership is terminated if the Member concerned:

- 27.4.1 gives written notice of resignation to the Charity; or
- 27.4.2 dies; or

27.4.3 makes an arrangement or composition with his or her creditors; or

27.4.4 ceases to be a Trustee.

27.5 Membership of the Charity is not transferable.

28 Associate members and patrons

28.1 The Trustees may admit and remove such persons as they see fit as associate members in accordance with any criteria or rules set out by the Trustees from time to time, provided that associate members shall not be Members and accordingly such membership shall not bestow upon any associate member the right to attend or vote on any matter at any general meeting of the Charity.

28.2 The Trustees may appoint and remove any person or persons as a patron of the Charity and on such terms as they shall think fit.

Part 4 Decision-making by Members

29 Calling general meetings

29.1 General meetings shall be called on at least 14 clear days' written notice specifying the matters required by the CA2006 and, where relevant, article 29.5. 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.

29.2 A general meeting may be called at any time by the Trustees and must be called in accordance with the terms of the CA2006 within 21 days of a written request from the Members made in accordance with the provisions of the CA2006.

29.3 Subject to article 29.4, a general meeting may be held at such time and place as the Trustees shall determine.

29.4 The Trustees may determine that Members may attend a general meeting by electronic means or that a meeting shall be held only by electronic means. Any reference in these articles to a "**place**" at which a general meeting is to be held shall include an electronic, digital or virtual location, web address or conference call telephone number.

29.5 In relation to any meeting held by pursuant to article 29.4, the electronic means by which the meeting is held shall be determined by the Trustees, provided that all participants may communicate with all other participants and such means may include (without limitation) telephone conference, video conference, live webcast and live interactive streaming. The notice of any such meeting shall state the means by which a Member may attend the meeting (including as relevant the place at which a Member may attend the meeting in person or that Members may only attend by electronic means) and the method(s) by which a Member may participate in the meeting.

30 Attendance and participation in general meetings

30.1 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

30.2 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other. Two or more persons who are not

in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them. Any reference in these articles to "**attending**", or being "**present**" or "**present in person**" at a general meeting shall include those attending by electronic means.

- 30.3 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting (including, for the avoidance of doubt, by electronic means).
- 30.4 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting (including, for the avoidance of doubt, by electronic means), and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 30.5 The chair of the meeting may permit other persons who are not Members to attend and speak at a general meeting.

31 Quorum for general meetings

- 31.1 No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum when the meeting proceeds to business (and nothing in these articles shall prevent any other business being transacted at such general meeting if the persons attending it do not constitute a quorum from time to time thereafter throughout the meeting).
- 31.2 There is a quorum at a general meeting if three of the Members entitled to attend and vote at that meeting are present in person or by proxy. If the Charity has fewer than three Members, those members present in person or by proxy shall constitute a quorum.
- 31.3 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Trustees may determine. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the Members present in person by proxy shall be a quorum.

32 Chairing general meetings

- 32.1 If the Trustees have appointed a Chair, the Chair shall chair general meetings if present and willing to do so.
- 32.2 If the Trustees have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- (a) the Trustees present; or
 - (b) (if no Trustees are present), the meeting;

must appoint a Trustee (which may not include any proxy appointed by a Member) to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

- 32.3 The person chairing a meeting in accordance with this article is referred to as "the chair of the meeting."

33 Voting

- 33.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles.

- 33.2 Subject to the provisions of the CA2006, on a vote on a resolution on a show of hands at a meeting, each Member present in person or by proxy has one vote. In the case of an equality of votes on a show of hands the chair of the meeting shall be entitled to a second or casting vote.

- 33.3 In relation to any meeting held by electronic means pursuant to article 29.4, votes shall be permitted and cast by such electronic means as are determined by the Trustees. Any reference to a vote on a "**show of hands**" in these articles shall include any electronic means of voting and votes cast by that method shall be counted in determining the result of the show of hands.

34 Errors and disputes

- 34.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

- 34.2 Any such objection must be referred to the chair of the meeting whose decision is final and conclusive.

35 Demanding a poll and procedure on a poll

- 35.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

- 35.2 A poll may be demanded by:

- (a) the chair of the meeting;
- (b) the Trustees;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

- 35.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chair of the meeting consents to the withdrawal,

and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

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

36 Appointment of proxies

36.1 Members may appoint proxies to attend meetings in their place in accordance with CA2006.

36.2 Proxies may only be appointed by a notice in writing in the form specified from time to time by the Trustees.

37 Written resolutions of Members

A written resolution proposed in accordance with the provisions of Chapter 2 of Part 13 of the CA2006 shall lapse if it is not passed before the period of six months beginning with the circulation date (as such is construed pursuant to Section 290, CA2006).

**Part 5
Administrative Arrangements**

38 Charity communications

38.1 Notices and other documents to be served on Members or Trustees under these articles or the Acts may be sent:

- (a) by hand;
- (b) by post;
- (c) in suitable electronic form; or
- (d) on the Charity's website in accordance with Schedule 5, Part 4 CA2006 in relation to members.

38.2 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.

38.3 Any notice or other document sent in accordance with these articles is to be treated for all purposes as having been received:

- (a) 24 hours after being sent by suitable electronic form delivered by hand to the relevant address;
 - (b) on the date the notice or document is first made available on the website or, if later:
 - (i) when a Member is deemed to have received the notification given in accordance with Schedule 5, Part 4 CA2006 of the presence of the notice or document on the Charity's website; or
 - (ii) 24 hours after a Trustee is given notice of its presence on the website in accordance with these articles;
 - (c) two clear days after being sent by first class post to the relevant address;
 - (d) three clear days after being sent by second class or overseas post to the relevant address; or
 - (e) immediately on being handed to the recipient personally,
- or, if earlier, as soon as the recipient acknowledges actual receipt.

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

39 Records and accounts

39.1 The Trustees must comply with the requirements of the CA2006 and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

39.1.1 annual reports;

39.1.2 annual returns; and

39.1.3 annual statements of account.

39.2 The Trustees must keep proper records of:

39.2.1 all proceedings at general meetings;

39.2.2 all proceedings at meetings of the Board (including a record of all unanimous or majority decisions taken by the Board for at least ten years from the date of the decision recorded);

39.2.3 all reports of committees; and

39.2.4 all professional advice obtained.

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

39.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months of such request.

40 Provision for employees on cessation of business

The Trustees may decide to make provision for the benefit of persons employed or formerly employed by the Charity (other than a Trustee or former Trustee) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Charity, subject to the requirements of charity law.

41 Indemnity

The Charity may indemnify a Trustee or former Trustee of the Charity against any liability incurred by him in that capacity to the extent permitted by sections 232 to 234 of CA2006.

Schedule 1

Trustees in office on the date of adoption of these Articles

Trustee	Appointment date	End date	
		First term	Second term
Lynne Berry	20 October 2017	26 February 2021 (3 years and 129 days)	26 February 2024
Catherine Max	16 February 2018	26 February 2021 (3 years and 10 days)	26 February 2024
Fiona Westwood	5 September 2017	26 February 2021 (3 years and 174 days)	26 February 2024
Helen Simpson	27 July 2018	27 July 2021	27 July 2024
Stuart Mills	27 July 2018	27 July 2021	27 July 2024
Oliver Reichardt	27 July 2018	27 July 2021	27 July 2024
Horace Carter-Allen	15 November 2019	15 November 2022	15 November 2025
Heather Preen	15 November 2019	15 November 2022	15 November 2025
Moray Macdonald	15 November 2019	15 November 2022	15 November 2025
Frank Swinton	15 November 2019	15 November 2022	15 November 2025

CC03

Statement of compliance where amendment of articles restricted



Companies House

☒ **What this form is for**
You may use this form to state that
the restrictions to change articles
have been observed.

☒ **What this form is NOT for**
You cannot use this form for
notifying a change of articles
that are not restricted.

1 Company details

Company number 0 1 7 9 7 7 2 6

Company name in full Sustrans

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Statement of compliance¹

The above company certifies that the amendment has been made in accordance
with the company's articles and, where relevant, any applicable order of a court
or other authority.

1 Please note:
This form must accompany the
document making or evidencing the
amendment.

3 Signature

I am signing this form on behalf of the company.

Signature

Signature

X *RCW*
For and on behalf of Veale
Wasbrough Vizards LLP X

This form may be signed by:
Director², Secretary, Person authorised³, Liquidator, Administrator,
Administrative receiver, Receiver, Receiver manager, Charity Commission receiver
and manager, CIC manager, Judicial factor.

2 Societas Europaea

If the form is being filed on behalf
of a Societas Europaea (SE) please
delete 'director' and insert details
of which organ of the SE the person
signing has membership.

3 Person authorised

Under either section 270 or 274 of
the Companies Act 2006.

CC03

Statement of compliance where amendment of articles restricted

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Rachel Tonkin									
Company name	Veale Wasbrough Vizards LLP									
Address	Narrow Quay House									
Narrow Quay										
Post town	Bristol									
County/Region										
Postcode	B	S	1		4	Q	A			
Country										
DX	7831 Bristol									
Telephone	0117 925 2020									

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You are also sending with this form the document making or evidencing the amendment.
- ☐ You have signed the form.

**Important information**

Please note that all information on this form will appear on the public record.

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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