

**THE COMPANIES ACTS 1948 TO 2006  
COMPANY LIMITED BY GUARANTEE  
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION  
OF**

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**BRITISH AMERICAN DRAMA ACADEMY**

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**Date of Incorporation: 28 June 1984**

**Company Number: 1828640**

**Registered Charity number: 291796**

**Adopted by special resolution passed on 10<sup>th</sup> October 2018**

**Amended by special resolution passed on 2<sup>nd</sup> February 2021**



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**DEFINITIONS AND INTERPRETATION**

**1 Definitions and interpretation**

1.1 In these Articles the following words and phrases shall have the following meanings unless the context otherwise requires:

<b>Act</b>	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
<b>Articles</b>	means these Articles of Association;
<b>Charities Act</b>	means the Charities Act 2011 including any statutory modification, consolidation or re-enactment thereof for the time being in force;
<b>Charity</b>	means the British American Drama Academy (Academy);
<b>clear days</b>	in relation to a period of notice means a period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<b>Charity Commission</b>	means the Charity Commission for England and Wales;
<b>document</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>electronic form</b>	includes electronic means (for example, e-mail or fax) or any other means while in electronic form (for example, sending a disk through the post);

<b>Member</b>	means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;
<b>Memorandum</b>	means the memorandum of association of the Charity;
<b>Objects</b>	means the objects of the Charity as set out in Article 4;
<b>Ordinary Resolution</b>	has the meaning given in the Act;
<b>Special Resolution</b>	has the meaning given in the Act;
<b>Trustee</b>	means a director of the Charity and includes any person occupying the position of director, by whatever name called. The Trustees are charity trustees as defined in the Charities Act;
<b>United Kingdom</b>	means the United Kingdom of Great Britain and Northern Ireland;
<b>writing</b>	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Charity.
- 1.3 All words importing the singular number shall include the plural and vice versa.
- 1.4 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of the Articles.

## **CHARITY DETAILS**

### **2 Name**

The name of the Charity is British American Drama Academy.

### **3 Registered office**

The registered office of the Charity is to be situated in England and Wales.

## **OBJECTS AND POWERS**

### **4 Objects**

The objects for which the Charity is established are any objects or purposes regarded by the law of England and Wales as exclusively charitable and in particular (but without prejudice to the generality of the foregoing):

- 4.1 the advancement of education and the benefit of the community by stimulating and giving instruction in all aspects of the performing and theatrical arts;
- 4.2 to establish maintain and support classes, residential and other courses, summer schools and seminars for students of the performing and theatrical arts and to confer and grant diplomas, certificates, licences, fellowships and other academic distinctions or qualifications on and to persons who shall have pursued a scheme of study or research approved by the Academy and/or shall have passed the examinations or other tests prescribed by the Academy; and
- 4.3 to provide financial assistance to enable persons to attend such residential classes, and other courses, summer schools and seminars as aforesaid in the United Kingdom and elsewhere.

### **5 Powers**

In furtherance of the Objects, but not further or otherwise, and in addition to any other powers it may have the Charity shall have power:

- 5.1 to buy, take on lease or exchange, hire or otherwise acquire and hold any real or personal estate;
- 5.2 to maintain, alter or equip for use any real or personal estate;
- 5.3 to erect, maintain, improve, or alter any buildings in which the Charity for the time being has an interest;
- 5.4 subject to such consents as may be required by law to sell, lease or otherwise dispose of all or any part of the real or personal estate belonging to the Charity;
- 5.5 to accept any gift or transfer of money or any other property whether or not subject to any special trust;
- 5.6 to raise funds, provided that in doing so the Charity shall not undertake any substantial permanent taxable trading and shall comply with any relevant statutory regulations;
- 5.7 to purchase or form trading companies alone or jointly with others;
- 5.8 subject to such consents as may be required by law to borrow or raise money and to give security for loans or grants;

- 5.9 to make grants or loans of money, to give guarantees and become or give security for the performance of contracts and to grant powers of attorney by way of security for the performance of obligations;
- 5.10 to co-operate, including exchanging information and advice, and enter into arrangements with other bodies, international, national, local or otherwise;
- 5.11 to establish or support any charitable trusts, associations, companies, institutions or other bodies formed for any of the charitable purposes included in the Objects;
- 5.12 to acquire or merge with any other charity formed for any of the Objects;
- 5.13 to enter into partnership, joint venture or other arrangement with any body with objects similar in whole or part to the Objects;
- 5.14 to affiliate to or accept affiliation from any body with objects similar in whole or part to the Objects;
- 5.15 to set aside funds for special purposes or as reserves against future expenditure in accordance with a written reserves policy as agreed by the Trustees;
- 5.16 to deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a financial expert (as defined in Article 5.17) and having regard to the suitability of investments and the need for diversification;
- 5.17 to delegate the management of investments to a financial expert regulated by the Financial Conduct Authority but only on terms that:
  - 5.17.1 the investment policy is set down in writing for the financial expert by the Trustees;
  - 5.17.2 make provision for appropriate and regular reporting obligations to the Trustees or to a committee authorised by the Trustees to receive such reports in respect of all transactions and a requirement for the prompt reporting of all transactions over a specified amount;
  - 5.17.3 the performance of the investments is reviewed regularly with the Trustees;
  - 5.17.4 the Trustees shall be entitled to cancel the delegation arrangement at any time;
  - 5.17.5 the investment policy and the delegation arrangement are reviewed by the Trustees at least once a year;
  - 5.17.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - 5.17.7 the financial expert must not do anything outside the powers of the Trustees;

and **financial expert** means a person who is reasonably believed by the Trustees 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;

- 5.18 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 Trustees or of a financial expert (as defined in Article 5.17) acting under their instructions and to pay any reasonable fee required;
- 5.19 to insure and arrange insurance cover of every kind and nature in respect of the Charity, its property and assets and take out such other insurance policies to protect the Charity, its employees, volunteers or members as the Trustees, acting reasonably, might prudently decide;
- 5.20 to provide indemnity insurance to cover the liability of the Trustees or any other officer of the Charity, both current and former:
- 5.20.1 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 he/she may be guilty in relation to the Charity but not extending to:
- (i) any liability resulting from conduct which the Trustees knew, or must reasonably be assumed to have known, was not in the interests of the Charity, or where the Trustees did not care whether such conduct was in the best interests of the Charity or not;
  - (ii) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;
  - (iii) any liability to pay a fine or regulatory penalty.
- 5.20.2 to make contributions to the assets of the Charity in accordance with the provisions of section 214 of the Insolvency Act 1986 but not extending to any liability to make such a contribution where the basis of the Trustee's liability is his/her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;
- 5.21 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Charity provided that the Charity may only employ a Trustee to the extent permitted in Article 6 and subject to compliance with the conditions set out there;
- 5.22 subject to the provisions of Article 6 to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or employees for the time being of the Charity or their dependants;
- 5.23 to enter into contracts to provide services to or on behalf of other bodies;
- 5.24 to establish subsidiary companies to assist or act as agents for the Charity;
- 5.25 to publish or distribute information;
- 5.26 to hold exhibitions, meetings, lectures, classes, seminars or courses either alone or with others;

- 5.27 to cause to be written, 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;
- 5.28 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;
- 5.29 to act as trustee of any trust;
- 5.30 to make any charitable donation either in cash or assets;
- 5.31 to obtain any Act of Parliament or other order or authority 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;
- 5.32 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;
- 5.33 to do all such other lawful things as are calculated to further the Objects, or any of them, or are incidental or conducive to doing so.

## **APPLICATION, PAYMENT OR DISTRIBUTION OF THE CHARITY'S PROPERTY AND INCOME AND LIMITED LIABILITY OF MEMBERS**

### **6 Application of income and property**

- 6.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 6.2 Benefits and payments to Charity Trustees and connected persons
  - 6.2.1 General provisions
  - 6.2.2 No Charity Trustee or connected person may:
    - (a) buy or receive any goods or services from the Charity on terms preferential to those applicable to members of the public;
    - (b) sell goods, services or any interest in land to the Charity;
    - (c) be employed by, or receive any remuneration from, the Charity;
    - (d) receive any other financial benefit from the Charity; unless the payment is permitted by sub-clause (2) of this clause, or authorised by the court or the Charity Commission ('the Commission').
    - (e) In this clause, a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value



6.2.3 Scope and powers permitting Trustees or 'connected persons' benefits

- (a) A Charity Trustee or connected person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the trustees do not benefit in this way.
- (b) A Charity Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, section 185 of the Charities Act 2011.
- (c) Subject to sub-clause 6.3.3 of this clause a Charity Trustee or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by the Charity Trustee or connected person.
- (d) A Charity Trustee or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) A Charity Trustee or connected person may receive rent for premises let by the Trustee or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Charity Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (f) A Charity Trustee or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

6.2.4 Payment for supply of goods only – controls

6.2.5 The Charity and its Charity Trustees may only rely upon the authority provided by sub-clause 6.3.2 (c) of this clause if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity and the Charity Trustee or connected person supplying the goods ('the supplier') under which the supplier is to supply exceed what is reasonable in the circumstances for the supply of the goods in question.
- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- (c) The other Charity Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Charity Trustee or connected person. In reaching that decision the

Charity Trustees must balance the advantage of contracting with a Charity Trustee or connected person against the disadvantages of doing so.

- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity.
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Charity Trustees is present at the meeting.
- (f) The reason for their decision is recorded by the Charity Trustees in the minute book.
- (g) A majority of the Charity Trustees then in office are not in receipt of remuneration or payments.

## **7 Conflicts of interests**

7.1 Whenever a Trustee has a personal interest (including but not limited to a personal financial interest or a duty of loyalty owed to another organisation or person) directly or indirectly in a matter to be discussed at a meeting of the Trustees or a committee of the Trustees or in any transaction or arrangement with the Charity (whether proposed or already entered into), the Trustee concerned shall:

- 7.1.1 declare an interest at or before any discussion on the item;
- 7.1.2 withdraw from any discussion on the item save to the extent that he/she is invited expressly to contribute information;
- 7.1.3 not be counted in the quorum for the part of any meeting and any vote devoted to that item; and
- 7.1.4 withdraw during the vote and have no vote on the item.

7.2 Where a Trustee becomes aware of such a personal interest in relation to a matter arising in a resolution in writing circulated to the Trustees, the Trustee concerned shall:

- 7.2.1 as soon as possible declare an interest to all the other Trustees;
- 7.2.2 not be entitled to vote on the resolution in writing, and

the resolution shall take effect accordingly provided that any Trustee who has already voted on the resolution may, on being notified of the personal interest, withdraw their vote.

7.3 Articles 7.1.2 to 7.1.4 and 7.2 shall not apply where the matter to be discussed is in respect of a policy of insurance or any other matter as authorised in the Articles.

7.4 If a conflict of interests arises for a Trustee, which may but need not be because of a duty of loyalty owed to another organisation or person, and the conflict is not authorised by virtue of any other provision in the Articles, then, on the matter being proposed to the Trustees, the unconflicted Trustees may authorise the conflict of interests (the **authorised conflict**) subject to the conditions in Article 7.5.

7.5 A conflict of interests may only be authorised under Article 7.4 if:

7.5.1 the unconflicted Trustees consider it is in the interests of the Charity to do so in the circumstances applying;

7.5.2 the procedures of Articles 7.1 and 7.2 (as the case may be) are followed in respect of the authorised conflict; and

7.5.3 the terms of Article 6 are complied with in respect of any direct or indirect benefit to the conflicted Trustee which may arise from the authorised conflict.

7.6 Where a conflict is authorised in accordance with Articles 7.4 and 7.5 above, the unconflicted Trustees, as they consider appropriate in the interests of the Charity, may set out any express terms of the authorisation, which may, but need not, include authorising the conflicted Trustee:

7.6.1 to disclose information confidential to the Charity to a third party; or

7.6.2 to refrain from taking any step required to remove the conflict,

and may impose conditions on the authorisation.

## **8 Charging article**

Subject to Article 6.4 above, any firm, company or organisation which possesses specialist skills or knowledge required by the Charity for its proper administration may charge and be paid reasonable charges for work of that nature done by it notwithstanding that one or more of the Trustees of the Charity is a Trustee or other senior officer, partner, member or employee of that firm, company or organisation and such charges may include charges in respect of work carried out by such Trustee.

## **9 Limited liability of Members**

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

9.1 payment of the debts and liabilities of the Charity contracted before he/she ceases to be a Member,

9.2 payment of the costs, charges and expenses of winding up the Charity, and

9.3 adjustment of the rights of the contributories among themselves.

## **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 of the Charity (the **Charity's surplus assets**), the same shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred in accordance with this Article.
- 10.2 The Members of the Charity may at any time before, and in expectation of, its dissolution resolve that the Charity's surplus assets shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:
- 10.2.1 directly for one of more of the Objects;
  - 10.2.2 to any one or more charities for purposes which are similar to the Objects; or
  - 10.2.3 to any one or more charities for use for particular purposes falling within the Objects.
- 10.3 Subject to any such resolution of the Members of the Charity, the Trustees of the Charity may at any time before and in expectation of its dissolution resolve that the Charity's surplus assets shall on or before dissolution of the Charity be applied or transferred in any of the following ways:
- 10.3.1 directly for one of more of the Objects;
  - 10.3.2 to any one or more charities for purposes which are similar to the Objects; or
  - 10.3.3 to any one or more charities for use for particular purposes falling within the Objects.
- 10.4 In the event of no resolution being passed by the Members or the Trustees in accordance with this Article on the winding-up or dissolution of the Charity, the Charity's surplus assets shall be applied for charitable purposes as directed by the Court or the Charity Commission.
- 10.5 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.

## **MEMBERSHIP**

### **11 Members**

- 11.1 The Members of the Charity shall be the Trustees. Accordingly, any Trustee shall, by agreeing to become a Trustee, agree to become a Member of the Charity and accordingly shall be admitted to membership of the Charity on his/her appointment as a Trustee.
- 11.2 Membership is not transferable.
- 11.3 The Charity shall maintain a register of Members.

## **12 Termination of membership**

Membership is terminated if:

- 12.1 the Member dies;
- 12.2 the Member retires by written notice to the Charity provided that after such retirement the number of Members is not less than three;
- 12.3 any sum due from the Member to the Charity has been wholly or partly outstanding for at least six months and the Charity serves notice in writing on the Member terminating the membership. In such circumstances the termination of membership shall take effect from the date and time when the notice is served;
- 12.4 the Member is removed from membership by a special resolution of the Trustees that it is in the best interests of the Charity that his/her membership is terminated. Such a resolution may only be passed if:
  - 12.4.1 the Member has been given at least 14 clear days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons for its proposal; and
  - 12.4.2 the Member or, at the option of the Member, the Member's representative, who need not be a Member of the Charity, has been permitted to make representations to the meeting; or
- 12.5 in the case of a Trustee of the Charity, the Member ceases to be a Trustee.

## **DECISIONS OF MEMBERS**

### **13 General meetings**

- 13.1 The Trustees may, and on the requisition of Members pursuant to the Act shall, call general meetings in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any Member may call a general meeting in accordance with the provisions of the Act.
- 13.2 General meetings shall be convened and conducted in accordance with the Act.

### **14 Written resolutions**

- 14.1 Save for a resolution to remove a Trustee before the expiration of his period of office or to remove an auditor before the expiration of his/her term of office, any resolution of the Members may be proposed and passed as a written resolution in accordance with the Act.
- 14.2 A written resolution shall lapse if it is not passed before the end of 28 days beginning with the date on which the resolution is circulated in accordance with the Act.

## **TRUSTEES**

### **15 Trustees**

- 15.1 Unless otherwise determined by Ordinary Resolution the maximum number of Trustees shall be twelve and the minimum number of Trustees shall be three.
- 15.2 A Trustee may not appoint an alternate Trustee or anyone to act on his/her behalf at meetings of the Trustees.

### **16 Appointment of Trustees**

- 16.1 Any person under the age of 75 who is willing to act as a Trustee and is permitted by law to do so may be appointed to be a Trustee:
  - 16.1.1 by Ordinary Resolution, or
  - 16.1.2 by a simple majority of all the Trustees entitled to attend and vote at any meeting of the Trustees.
- 16.2 No appointment of a Trustee, whether by the Charity in general meeting or by the other Trustees, may be made which would cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.
- 16.3 Subject to Articles 17 and 18 a Trustee shall hold office until his/her retirement in accordance with Article 19.

### **17 Removal of Trustees**

- 17.1 The Charity may by Ordinary Resolution of which special notice has been given to the Charity in accordance with the Act remove any Trustee before the expiration of his/her period of office notwithstanding anything in these Articles or in any agreement between the Charity and such Trustee.
- 17.2 The Trustees may remove any Trustee before the expiration of his/her period of office by a resolution at a meeting of the Trustees passed by at least two thirds of the Trustees (excluding the Trustee whose proposed removal is the subject of the resolution) provided that:
  - 17.2.1 the Trustee proposed to be removed shall have received at least 14 clear days' notice in writing of the proposed resolution and the reasons for the proposal;
  - 17.2.2 the Trustee or, at the option of the Trustee, the Trustee's representative, who need not be a Trustee or a Member, has been permitted to make representations to the meeting; and

- 17.2.3 the Trustees passing the resolution determine that it is in the best interests of the Charity to do so.

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

The office of Trustee shall be vacated if:

- 18.1 the Trustee ceases to be a Member;
- 18.2 the Trustee ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director;
- 18.3 the Trustee is disqualified from acting as a charity trustee by virtue of the Charities Act;
- 18.4 the Trustee becomes bankrupt or makes any arrangement or composition with his/her creditors generally;
- 18.5 a registered medical practitioner who is treating the Trustee gives a written opinion to the Charity stating that the Trustee has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- 18.6 by reason of the Trustee's mental health, a court makes an order which wholly or partly prevents the Trustee from personally exercising any powers or rights which he/she would otherwise have;
- 18.7 the Trustee resigns his/her office by written notice to the Charity provided at least three Trustees remain in office after the resignation takes effect;
- 18.8 the Trustee is absent from all Trustees' meetings for one year and the Trustees resolve that the office be vacated;
- 18.9 the Trustee is directly or indirectly interested in any contract with the Charity and fails to declare the nature of his/her interest as required by the Act or the Articles;
- 18.10 the Trustee is deemed by HM Revenue & Customs not to be a fit and proper person to be a manager of the Charity and the Trustees resolve that his/her office be vacated;
- 18.11 the Trustee fails to agree to a reasonable request by the Trustees that the Trustee signs a declaration that they are a fit and proper person to act as such and the Trustees resolve that his/her office be vacated; or
- 18.12 the Trustee fails to agree to a reasonable request by the Trustees for a Disclosure and Barring Service (DBS) check (or equivalent) to be undertaken in respect of them, and/or fails such a check.

## **19 Retirement of Trustees**

- 19.1 A Trustee shall serve for a term of three years at the end of which he/she shall retire.

- 19.2 Unless a Trustee tenders his/her resignation or is removed in accordance with Articles 17 or 18, he/she shall hold office until the end of the meeting of the Trustees that falls closest in time to the date on which his/her period of office is due to end.
- 19.3 Subject to the remaining provisions of this Article 19, a person retiring from the office of Trustee shall be eligible for re-appointment for a further term of three years.
- 19.4 No Trustee shall serve for a consecutive period of more than six years without a break of at least three years unless the other Trustees all agree that there are exceptional circumstances that justify his/her re-appointment for a further period of up to three years.

## **20 Powers and duties of the Trustees**

- 20.1 Subject to the provisions of the Act and the Articles and to any directions given by Special Resolution, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity.
- 20.2 No alteration of the Articles and no direction given by Special Resolution shall invalidate anything which the Trustees have done before the making of the alteration or the passing of the resolution.
- 20.3 A meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

## **21 Proceedings and decisions of the Trustees**

- 21.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
- 21.2 The Trustees shall meet at least four times a year.
- 21.3 A meeting of the Trustees may be called by any Trustée.
- 21.4 Notice of any meeting of the Trustees must indicate:
- 21.4.1 its proposed date, time and subject matter;
  - 21.4.2 where it is to take place; and
  - 21.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same physical location, how it is proposed that they should communicate with each other during the meeting.
- 21.5 In fixing the date and time of any meeting of the Trustees, the person calling it shall try to ensure, subject to the urgency of any matter to be decided by the Trustees, that as many Trustees as practicable are likely to be available to participate in it.



- 21.6 Notice of a meeting of the Trustees must be given to each Trustee, but need not be in writing.
- 21.7 Notice of a meeting of the Trustees need not be given to Trustees who waive their entitlement to notice of that meeting, which they may do by giving notice to that effect to the Charity seven days before or 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.
- 21.8 Trustees are to be treated as having waived their entitlement to notice of a meeting if they have not supplied the Charity with the information necessary to ensure that they receive the notice before the meeting takes place.
- 21.9 Any Trustee may participate in a meeting of the Trustees by means of video conference, telephone or any suitable electronic means agreed by the Trustees whereby all persons participating in the meeting can communicate with all the other participants and participation in such a meeting shall constitute presence in person at that meeting.
- 21.10 In relation to the quorum for a meeting of the Trustees:
- 21.10.1 no decision other than a decision to call a meeting of the Trustees or a general meeting shall be taken by the Trustees unless a quorum participates in the decision-making process;
  - 21.10.2 the quorum for decision-making by the Trustees shall be two or the number nearest to one third of the total number of Trustees for the time being, whichever is the greater, or such higher number as may be decided from time to time by the Trustees;
  - 21.10.3 if the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision:
    - 21.10.3.1 to appoint further Trustees, or
    - 21.10.3.2 to call a general meeting so as to enable the Members to appoint further Trustees;
  - 21.10.4 a Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 21.11 Questions arising at a meeting shall be decided by a majority of votes.
- 21.12 If at any meeting neither the chair nor the vice-chair is present within ten minutes after the time appointed for holding the same, or if there is no chair or vice-chair, the Trustees present shall choose one of their number to chair the meeting.
- 21.13 In the case of an equality of votes, the chair shall have a second or casting vote. But this does not apply if, in accordance with the Articles, the chair is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes. No Trustee in any other circumstances shall have more than one vote.

21.14 All acts done by any meeting of the Trustees or of a committee, or by any person acting as a Trustee, shall, notwithstanding that it be afterwards discovered that:

21.14.1 there was some defect in the appointment of any such Trustee or person acting as a Trustee, or

21.14.2 they or any of them were disqualified, or

21.14.3 they or any of them were not entitled to vote on the matter,

be as valid as if every such person had been duly appointed and was qualified to be a Trustee.

21.15 A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of the Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held and may consist of several documents in like form each signed by one or more Trustees.

21.16 An agreement reached by all the Trustees in the course of e-mail correspondence shall be ratified at the next following meeting of the Trustees and shall be as valid and effectual as if it had been a resolution passed at a meeting of the Trustees duly convened and held.

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

## **22 Delegation by the Trustees**

22.1 The Trustees may delegate any of their powers to any committee consisting of at least two Trustees.

22.2 The Trustees shall determine the terms of any delegation any committee and may impose conditions, including that:

22.2.1 the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate;

22.2.2 no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.

22.3 Subject to and in default of any other terms imposed by the Trustees:

22.3.1 the chair and vice-chair shall be ex-officio members of every committee appointed by the Trustees;

22.3.2 the members of a committee may, with the approval of the Trustees, appoint such persons, not being Trustees, as they think fit to be members of that committee;

22.3.3 a committee may elect a chair of its meetings; if no such chair is elected, or, if at any meeting the chair 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;

22.3.4 a committee may meet and adjourn as it thinks proper;

22.3.5 questions arising at any meeting shall be determined by a majority of votes of the committee members present, and

22.3.6 in the case of an equality of votes the chair of the committee shall have a second or casting vote;

and subject thereto committees to which the Trustees delegate any of their powers shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Trustees.

22.4 The terms of any delegation to a committee shall be recorded in the minute book.

22.5 The Trustees may revoke or alter a delegation.

22.6 All acts and proceedings of committees shall be reported to the Trustees fully and promptly.

## **23 Delegation of day to day management**

23.1 The Trustees may delegate day to day management and administration of the Charity to one or more managers.

23.2 In respect of each manager the Trustees shall:

23.2.1 provide a description of the manager's role; and

23.2.2 set the limits of the manager's authority.

23.3 The managers shall report regularly and promptly to the Trustees on the activities undertaken in accordance with their role.

## **24 Honorary officers**

24.1 The Trustees may from time to time elect a President, one or more Vice-Presidents and such other honorary officers as they think fit, and may invest them respectively with such titles, duties and privileges (not being of an executive nature) as they deem suitable. The Trustees may remove any honorary officer without assigning any reason for their action.

24.2 An honorary officer need not be a Member. An honorary officer who is not a Member may be invited by the Trustees to attend and speak, but not to vote, at general meetings.

24.3 Each honorary officer shall hold office for such period as the Trustees may on his/her election specify or, if no period was so specified, until he/she resigns or dies or is removed by the Trustees or until another person is appointed to his/her office by Ordinary Resolution.

## **RECORD-KEEPING**

### **25 Minutes**

- 25.1 The Trustees shall ensure that the Charity keeps records, in writing, comprising:
- 25.1.1 minutes of all proceedings at general meetings;
  - 25.1.2 copies of all resolutions of Members passed otherwise than at general meetings;
  - 25.1.3 details of appointments of officers made by the Trustees; and
  - 25.1.4 minutes of meetings of the Trustees and committees of the Trustees, including the names of the Trustees present at the meeting.
- 25.2 The Trustees shall ensure that the records comprising 25.1.1 and 25.1.2 above shall be kept for at least 10 years from the date of the meeting or resolution, as the case may be.

### **26 Accounts**

- 26.1 The Trustees shall comply with the requirements of the Act and of the Charities Act for keeping financial records, the audit or other scrutiny of accounts (as required) and the preparation and transmission to the Registrar of Companies and the Charity Commission, as the case may be, of:
- 26.1.1 annual reports;—
  - 26.1.2 confirmation statements; and
  - 26.1.3 annual statements of account.
- 26.2 Accounting records relating to the Charity shall be made available for inspection by any Trustee at any reasonable time during normal office hours.
- 26.3 The Trustees shall supply a copy of the Charity's latest available statement of account to any Trustee 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.

### **27 Audit**

Auditors shall be appointed and their duties regulated as required in accordance with the Act and the Charities Act.

## **COMMUNICATION**

## **28 Means of communication**

28.1 Subject to the Articles, the Charity may deliver a notice or other document to a Member:

28.1.1 by delivering it by hand to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;

28.1.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;

28.1.3 by fax to a fax number notified by the Member in writing;

28.1.4 in electronic form to an address notified by the Member in writing;

28.1.5 by a website, the address of which shall be notified to the Member in writing.

28.2 This Article does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.

28.3 If a notice or document:

28.3.1 is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

28.3.2 is sent by post or other delivery service in accordance with Article 28.1.2 above it is treated as being delivered:

28.3.2.1 24 hours after it was posted, if first class post was used; or

28.3.2.2 48 hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

28.3.2.3 properly addressed to the address provided by the Member; and

28.3.2.4 put into the postal system or given to delivery agents with postage or delivery paid.

28.3.3 is sent by fax, providing that the Charity can show that it was sent to the fax number provided by the Member, it is treated as being delivered at the time it was sent.

28.3.4 is sent in electronic form, providing that the Charity can show that it was sent to the electronic address provided by the Member, it is treated as being delivered at the time it was sent.

- 28.3.5 is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

## **INDEMNITY**

### **29 Indemnity**

Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Trustee or other officer of the Charity (other than any person (whether an officer or not) engaged by the Charity as auditor) shall be indemnified out of the assets of the Charity against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act.

## **RULES AND BYELAWS**

### **30 Rules or byelaws**

- 30.1 The Trustees may from time to time make such rules or byelaws as they may deem necessary or convenient for the proper conduct and management of the Charity or for the purpose of prescribing classes and conditions of membership of either the Charity or any group established to support the Charity. In particular but without prejudice to the generality of the above, they may by such rules or byelaws regulate:
- 30.1.1 the rights and privileges of Members and the conditions of membership;
  - 30.1.2 the conduct of Members in relation to one another and to the Charity's employees and volunteers;
  - 30.1.3 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
  - 30.1.4 the procedure at general meetings and meetings of the Trustees and committees in so far as such procedure is not regulated by these Articles.
- 30.2 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.
- 30.3 The Trustees shall adopt such means as they deem 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 Articles.