

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

---

**Articles of Association  
of  
Groundwork Yorkshire Limited**

---

**November 2020**

**Revised September 2023**



## **The Companies Acts 1985 to 2006**

### **Company Limited by Guarantee and not having a Share Capital**

#### **Articles of Association of Groundwork Yorkshire Limited**

#### **INTERPRETATION**

##### **1. Defined terms**

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

<b>1.1 Term</b>	<b>Meaning</b>
<b>"Address"</b>	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
<b>"Area"</b>	Yorkshire, including North, East, West and South Yorkshire, York, Hull, Scarborough and East Riding
<b>"Articles"</b>	the Company's articles of association;
<b>"Board"</b>	the Board of Trustees for the time being of the Company
<b>"Chair"</b>	has the meaning given in Article 9;
<b>"Company"</b>	Groundwork Yorkshire Limited
<b>"Circulation Date"</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
<b>"Co-opted Trustee"</b>	a Trustee co-opted on to the Board in accordance with Article 27;
<b>"Clear Days"</b>	in relation to the period of a notice, that 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>"Companies Acts"</b>	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
<b>"Conflict of Interest"</b>	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company;
<b>"Connected Person"</b>	any person falling within one of the following categories:

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or
- (b) the spouse or civil partner of any person in (a); or
- (c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or
- (d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

<b>"Document"</b>	there payment to that person might result in the Trustee obtaining benefit;
<b>"Electronic Form" and "Electronic Means"</b>	includes, unless otherwise specified, any document sent or supplied in Electronic Form;
<b>"The Federation"</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
<b>"The Federation of Groundwork Trusts"</b>	The Federation of Groundwork Trusts;
<b>"Financial Expert"</b>	The company no. 1900511 or any organisation which succeeds to the Articles of The Federation of Groundwork Trusts;
<b>"Hard Copy" and "Hard Form"</b>	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
<b>"Nominated Trustee"</b>	have the meanings respectively given to them in the Companies Act 2006;
<b>"Office"</b>	a Trustee appointed to the Board in accordance with Article 26;
<b>"Proxy Notice"</b>	the registered office of the Company;
<b>"Secretary"</b>	has the meaning given in Article 48;
<b>"Subsidiary Company"</b>	the secretary of the Company (if any);
<b>"Trustee"</b>	any company in which the Company holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
	a director of the Company, and includes any person occupying the position of director, by whatever name called; and

**“Writing”**

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 Subject to clause Article 1.3 any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
- 1.3 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company.

**OBJECTS AND POWERS**

**2. Objects**

The objects of the Company are:

- 2.1 To promote the conservation, protection and improvement of the physical and natural environment in the Area.
- 2.2 To provide facilities in the interests of social welfare for recreation and leisure time occupation with the objective of improving the conditions of life for those living in or working in or resorting to the Area.
- 2.3 To advance public education in environmental matters and of the ways of better conserving, protecting and improving the same wheresoever.
- 2.4 To promote for the public benefit, urban or rural regeneration in areas of social and economic deprivation within the Area by all or any of the following means:
  - 2.4.1 the relief of poverty in such ways as may be thought fit;
  - 2.4.2 the relief of unemployment in such ways as may be thought fit including assistance to find employment;
  - 2.4.3 the advancement of education, training or re-training particularly amongst unemployed people and providing unemployed people with work experience;
  - 2.4.4 the provision of financial assistance, technical assistance, business advice or consultancy in order to provide training and employment opportunities for unemployed people in cases of financial or other charitable need through help:
    - (a) in setting up their own businesses; or
    - (b) to existing businesses;

- 2.4.5 the creation of training and employment opportunities by the provision of work space, buildings and/or land for use on favourable terms;
  - 2.4.6 the provision of housing for those who are in conditions of need and the improvement of housing in the public sector or in charitable ownership provided that such power shall not extend to relieving any local authorities or other bodies of a statutory duty to provide or improve housing;
  - 2.4.7 the maintenance, improvement or provision of public amenities, including the provision of routeways such as footpaths and cycleways and access to main transport routes;
  - 2.4.8 the preservation of buildings or sites of historic or architectural importance;
  - 2.4.9 the provision or assistance in the provision of recreational facilities for the public at large and/or those who by reason of their youth, age, infirmity or disablement, poverty or social and economic circumstances, have need of such facilities;
  - 2.4.10 the protection or conservation of the environment, including the reclamation of derelict land for use as open space;
  - 2.4.11 the provision of public health facilities and childcare, including the provision of schemes to promote healthier lifestyles and crèche facilities to increase the ability of parents to take up employment;
  - 2.4.12 the promotion of public safety and prevention of crime, including the alleviation of anti-social behaviour;
  - 2.4.13 such other means as may from time to time be determined subject to the prior written consent of the Charity Commissioners for England and Wales.
- 2.5 To promote sustainable development for the benefit of the public within the Area by:
- 2.5.1 the preservation, conservation and the protection of the environment and the prudent use of resources;
  - 2.5.2 the relief of poverty and the improvement of the conditions of life in socially and disadvantaged communities;
  - 2.5.3 the promotion of sustainable means of achieving economic growth and regeneration.
- 2.6 To advance the education of the public in subjects relating to sustainable development and the protection, enhancement and rehabilitation of the environment and to promote study and research in such subjects provided that the useful results of such study are disseminated to the public at large.

Sustainable development in this Article and in Article 2.5 above means “development which meets the needs of the present without compromising the ability of future generations to meet their own needs.”

2.7 To promote the efficiency and effectiveness of charities within the Area in the direct furtherance of their objects (or any one of them) by the provision of information, advice and assistance in the establishment, administration and management of such charities including assistance of all types in connection with the raising and distribution of funds.

2.8 To promote the efficiency and effectiveness of the voluntary sector for the benefit of the public by the provision of information, support and advice to local community based groups anywhere in the Area.

### **3. Powers**

To further its objects the Company may:

3.1 educate the public regarding the use and abuse of the environment and promote awareness regarding the conservation and improvement of the physical and natural environment;

3.2 procure, promote and effect the achievement of the objects (or any of them) by bringing together all human and material resources of whatsoever kind and giving such advice and practical assistance as shall be considered appropriate for that purpose;

3.3 co-operate and form partnerships with other organisations in the public, private and voluntary sectors and exchange information and advice with them;

3.4 promote initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, courses, meetings, seminars, broadcasts, displays or classes;

3.5 write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;

3.6 promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results;

3.7 provide or procure consultancy or advisory services;

3.8 make any reasonable charges for services provided by the Company;

3.9 employ, and pay employees and professional or other advisors on such terms as may be thought fit;

3.10 raise funds and receive and accept contributions by way of donations and grants and otherwise and accept and receive gifts or property of any description whether subject to any special trust or not Provided that the Company shall not undertake any permanent trading activities (save in furtherance of its main objects) in raising funds for its charitable objects;

- 3.11 purchase, lease, hire, receive in exchange or as a gift any interest whatever in real or personal property and equip it for use;
- 3.12 maintain, construct, alter, pull down and convert such buildings as may be necessary or convenient for the work of the Company;
- 3.13 subject to any consent required by law borrow and raise money, including for the purpose of investments or raising funds, on such terms and security as the Company may think suitable;
- 3.14 establish and support or aid in the establishment and support, of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.15 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Company's objects);
- 3.16 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements or any body;
- 3.17 subject to any consent required by law sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property with or without payment and subject to such conditions as it may think suitable;
- 3.18 undertake and execute any charitable trusts;
- 3.19 invest the Company's money not immediately required for its objects in or upon any investments, securities or property;
- 3.20 arrange for investments or other property of the Company 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 a financial expert acting under their instructions and pay any reasonable fee required;
- 3.21 carry out trade insofar as either the trade is exercised in the course of the carrying out any of the Company's objects or the trade is temporary and ancillary to carrying out any of its objects and to incorporate any wholly owned company to carry on any such trade;
- 3.22 make all reasonable and necessary provision for the payment of pensions and superannuation on behalf of employees and their spouses and dependants;
- 3.23 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments;
- 3.24 lend money and give credit to, take security for loans or credit, guarantee and become or give security for the performance of contracts by any person or company;

- 3.25 purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or unincorporated with objects similar to the Company's objects;
- 3.26 pay out of the funds of the Company the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) 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 Company; including without limitation any liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading). Provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:
  - 3.26.1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard of whether it was a breach of trust or breach of duty or not;
  - 3.26.2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her; or
  - 3.26.3 any liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;
- 3.27 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Company;
- 3.28 to pay out of the funds of the Company the costs of forming and registering the Company;
- 3.29 do all such other lawful things as shall further the Company's objects.



## **LIMITATION ON PRIVATE BENEFITS**

### **4. Limitation on private benefits**

- 4.1 The income and property of the Company shall be applied solely towards the promotion of its objects.

#### ***Permitted benefits to members***

- 4.2 Except as provided below no part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company. This shall not prevent any payment in good faith by the Company of:

- 4.2.1 any payments made to any member which is a charity or in his, her or its capacity as a beneficiary of the Company;
- 4.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Company (including services performed by the member under a contract of employment with the Company);
- 4.2.3 interest at a reasonable and proper rate on money lent by any member to the Company; and
- 4.2.4 any reasonable and proper rent for premises let by any member to the Company.

#### ***Permitted benefits to Trustees and Connected Persons***

- 4.3 Unless the payment is permitted by Article 4.4 no Trustee may:

- 4.3.1 sell goods, services or any interest in land to the Company; 4.3.2  
be employed by, or receive any remuneration from, the  
Company; or
- 4.3.3 receive any other financial benefit from the Company.

- 4.4 A Trustee may receive the following benefits from the Company:

- 4.4.1 a Trustee or Connected Person may receive a benefit from the Company in his, her or its capacity as a beneficiary of the Company;
- 4.4.2 a Trustee may be reimbursed by the Company for, or may pay out of the Company's property, reasonable expenses properly incurred by him or her when acting on behalf of the Company;
- 4.4.3 a Trustee or Connected Person may be paid reasonable and proper remuneration by the Company for any goods or services supplied to

the Company on the instructions of the Trustees (excluding the service of acting as Trustee and services performed by a Trustee under a contract of employment with the Company) provided that:

- (a) if such person is a Trustee the procedure described in Article 21.4 (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision;
- (b) if such person is a Connected Person the procedure described in Article 21.4 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and
- (c) this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee);

4.4.4 a Trustee or Connected Person may receive interest at a reasonable and proper rate on money lent to the Company;

4.4.5 a Trustee or Connected Person may receive reasonable and proper rent for premises let to the Company;

4.4.6 the Company may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.26;

4.4.7 a Trustee or other officer of the Company may receive payment under an indemnity from the Company in accordance with the indemnity provisions set out at Article 6; and

4.4.8 a Trustee or Connected Person may receive or retain any payments authorised in Writing by the Charity Commission

4.5 Article 4.4 (read so that references to "the Charity" are replaced by references to "any Subsidiary Company") shall permit a Trustee to receive benefits from a Subsidiary Company provided that:

4.5.1 Article 4.4.1 shall be treated as though it read "a Trustee or Connected Person may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Charity or of any Subsidiary Company; and

4.5.2 the words in Article 4.4.3 "(excluding the service of acting as Trustee and services performed by a Trustee under a contract of employment with the Charity)" shall be treated as though they read "(excluding the service of acting as Trustee but including other services by any person performed under a contract of employment with any Subsidiary Company)".

- 4.6 For any transaction authorised by Articles 4.4 or 4.5, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Company shall be disapplied provided the relevant provisions of Articles 4.4 or 4.5 have been complied with.

## **LIMITATION OF LIABILITY, INDEMNITY AND WINDING UP**

### **5. 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 Company in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:

- 5.1 payment of the Company's debts and liabilities contracted before he, she or it ceases to be a member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

### **6. Indemnity**

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

## **TRUSTEES**

### ***TRUSTEES' POWERS AND RESPONSIBILITIES***

### **7. Trustees' general authority**

Subject to the Articles, the Trustees are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

### **8. Members' reserve power**

- 8.1 The members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action.
- 8.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

## **9. Chair**

- 9.1 The Trustees may appoint one of their number to be the Chair of the Trustees in accordance with Article 9.3 and may at any time remove him or her from that office.
- 9.2 The Chair may be a Nominated or Coopted Trustee.
- 9.3 The Chair will act as such for one year unless re-elected by the Board.

## **10. Trustees may delegate**

- 10.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.
- 10.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.
- 10.3 Any delegation by the Trustees may be:
  - 10.3.1 by such means;
  - 10.3.2 to such an extent;
  - 10.3.3 in relation to such matters or territories; and 10.3.4 on such terms and conditions;as they think fit.
- 10.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 10.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 10.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

## **11. Committees**

- 11.1 In the case of delegation to committees:
  - 11.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

- 11.1.2 the composition of any committee shall be entirely in the discretion of the Trustees provided that at least two members of every committee are Trustees;
  - 11.1.3 the quorum for any committee shall be two Trustees;
  - 11.1.4 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
  - 11.1.5 delegates under this Article shall be revocable at any time;
  - 11.1.6 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
  - 11.1.7 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 11.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

## **12. Delegation of day to day management powers**

- 12.1 In the case of delegation of the day to day management of the Company to an executive director, chief executive or other manager or managers:
- 12.1.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
  - 12.1.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
  - 12.1.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

## **13. Delegation of investment management**

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

- 13.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
- 13.2 every transaction is reported promptly to the Trustees;

- 13.3 the performance of the investments is reviewed regularly with the Trustees;
- 13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 13.5 the investment policy and the delegation arrangements are reviewed at least once a year;
- 13.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 13.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

### ***DECISION-MAKING BY TRUSTEES***

#### **14. Trustees to take decisions collectively**

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 20.

#### **15. Calling a Trustees' meeting**

15.1 The Chair or any two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.

15.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:

15.2.1 all the Trustees agree; or

15.2.2 urgent circumstances require shorter notice.

15.3 Notice of Trustees' meetings must be given to each Trustee.

15.4 Every notice calling a Trustees' meeting must specify:

15.4.1 the place, day and time of the meeting;

15.4.2 the general nature of the business to be considered at such meeting; and

15.4.3 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.

15.5 Notice of Trustees' meetings need not be in Writing. Notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

#### **16. Participation in Trustees' meetings**

- 16.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 16.1.1 the meeting has been called and takes place in accordance with the Articles; and
  - 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 16.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 16.3 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.
- 17. Quorum for Trustees' meetings**
- 17.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is one-third of the total number of Trustees.
- 17.3 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:
- 17.3.1 to appoint or arrange for the appointment of further Trustees; or
  - 17.3.2 to call a general meeting so as to enable the members to appoint further Trustees.
- 18. Chairing of Trustees' meetings**
- The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.
- 19. Decision-making at meetings**
- 19.1 Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.
- 19.2 But this does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 20. Decisions without a meeting**

- 20.1 The Trustees may take a unanimous decision without a Trustees' meeting in accordance with this Article by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.
- 20.2 A decision which is made in accordance with Article 20.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 20.2.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;
- 20.2.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 20.2;
- 20.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
- 20.2.4 the Recipient must prepare a minute of the decision in accordance with Article 55.1.

## **21. Conflicts of interest**

- 21.1 Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.
- 21.2 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.
- 21.3 Whenever a Trustee has a Conflict of Interest either in relation to a matter to be discussed at a meeting or a decision to be made in accordance with Article 20:
- 21.3.1 if the Conflict of Interest relates to a benefit permitted under Article 4.4.3 or Article 4.4.3 as it applies by virtue of Article 4.5, then the Trustee must comply with Article 21.4;
- 21.3.2 for all other Conflicts of Interest, either the Trustee must comply with Article 21.4 or authorisation must be given by the unconflicted Trustees under Article 22.1.



21.4 If a Trustee with a Conflict of Interest is required to comply with Article 21.4 he or she must:

21.4.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;

21.4.2 not be counted in the quorum for that part of the meeting; and

21.4.3 withdraw during the vote and have no vote on the matter.

21.5 When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

## **22. Trustees' power to authorise a conflict of interest**

22.1 The Trustees have power to authorise a Trustee to be in a position of Conflict of Interest provided:

22.1.1 this power cannot be used to authorise a Conflict of Interest arising from a benefit permitted under Article 4.4.3 or Article 4.4.3 as it applies by virtue of Article 4.5;

22.1.2 in relation to the decision to authorise a Conflict of Interest, the conflicted Trustee must comply with Article 21.4;

22.1.3 in authorising a Conflict of Interest, the Trustees can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;

22.1.4 the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation; and

22.1.5 nothing in this Article 22.1 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with Article 4.

22.2 If a matter, office, employment or position, has been authorised by the Trustees in accordance with Article 22.1 then, even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.

22.3 A Trustee shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 22.1 (subject to any limits or conditions to which such approval was subject).

**23. Register of Trustees' interests**

The Trustees must cause a register of Trustees' interests to be kept. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

**24. Validity of Trustee actions**

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

**THE BOARD OF TRUSTEES – APPOINTMENTS AND RETIREMENT**

**25. Composition**

The Board shall comprise a minimum of six and not more than twenty Trustees of whom not more than ten shall be Nominated Trustees and not more than ten Co-opted Trustees.

**26. Nominated Trustees**

26.1 The following members may nominate Trustees as set out below:

<u>Name of Member</u>	<u>Number of Trustees</u>
The Federation of Groundwork Trusts	1
City of Wakefield Metropolitan District Council	3
Leeds Metropolitan District Council	3
Selby Town and Selby District Councils	3

On the recommendation of the Board the Company may, by special resolution at a general meeting, confer the right on members other than those listed above to nominate one or more individuals as a Trustee.

26.2 If any of the institutions specified in Article 26.1 shall be superseded, reconstituted or renamed then the same right shall accrue to any successor institution provide that it substantially succeeds to its function.

26.3 Any member with a power to nominate shall have the power at any time to withdraw a nomination and make a replacing nomination and all such

nominations and withdrawals of nominations shall be in writing to the Office signed by someone authorised for the purpose.

- 26.4 Members having a right of nomination to the Board shall consult with the Board before making any such nomination and shall, when making a nomination, select an individual who would be most likely to further the purposes of the Company.
- 26.5 Nominations of Trustees shall be for a fixed or indeterminate period provided however that no such fixed period shall exceed three years and any indeterminate appointment shall automatically lapse at the end of three years but so that the Nominated Trustee concerned shall be eligible for renomination.
- 26.6 In the event of removal of any Nominated Trustee by the Company in general meeting after notice given in pursuance of Section 168 of the Companies Act 2006 the institutions which nominated the removed Trustee shall have a right of renomination provided that the person so removed shall not be renominated without the consent of the Board.
- 26.7 Any individual who would be automatically disqualified by law or the Articles from being a Trustee may not be appointed as a Nominated Trustee.

## **27. Co-opted Trustees**

- 27.1 For the purposes of making the co-options permitted by Article 25 the Board shall seek so far as possible a representative and balanced co-option reflecting the main interest groups of all kinds in the Area and giving representation where appropriate to individuals with special interests in the objects of the Company.
- 27.2 The Board shall have the power of appointing and removing any Co-opted Trustee;
- 27.3 Subject as follows, the Board may co-opt persons to be Co-opted Trustees for periods up to two years. A Co-opted Trustee will serve until the end of the first annual general meeting after his or her appointment and will only remain in office thereafter if at least half the members entitled to attend pass a resolution approving their appointment.
- 27.4 No Trustee must serve for more than three years unless re-nominated by his appointing institution or re-co-opted by the Board.

## **28. Termination of Trustee's appointment**

A person ceases to be a Trustee as soon as:

- 28.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 28.2 that person is disqualified under the Charities Act 1993 from acting as a trustee of a charity;

- 28.3 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 28.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 28.5 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- 28.6 notification is received by the Company from the Trustee that the Trustee is resigning from office, and such resignation has taken effect in accordance

with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);

- 28.7 the Trustee fails to attend three consecutive meetings of the Trustees and the Trustees resolve that the Trustee be removed for this reason;
- 28.8 at a general meeting of the Company, a resolution is passed that the Trustee be removed from office, provided the meeting has invited the views of the Trustee concerned and considered the matter in the light of such views;
- 28.9 in the case of a Co-opted Trustee at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either, at the option of the Trustee being removed, being heard by or of making written representations to the Trustees; or
- 28.10 in the case of a Nominated Trustee, he or she is removed or their fixed term expires and the Trustee is not re-nominated.

## **29. Patrons**

The Trustees may appoint and remove any individual(s) as patron(s) of the Company on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company and shall also have the right to receive accounts of the Company when available to members.

## **MEMBERS**

### ***BECOMING AND CEASING TO BE A MEMBER***

## **30. Becoming a member**

- 30.1 The members of the Company shall be the subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership by the Trustees in accordance with the Articles.
- 30.2 With the exception of the subscribers to the Memorandum, no person may become a member of the Company unless it is an organisation (incorporated or unincorporated) which:
- 30.2.1 has applied for membership in a manner approved by the Trustees; and
- 30.2.2 the Trustees have approved the application. The Trustees may in their absolute discretion decline to accept any person as a member and need not give reasons for so doing.
- 30.3 The Trustees may from time to time prescribe criteria for membership but will not be obliged to accept persons fulfilling those criteria as members.
- 30.4 Where a person becomes a member as a nominee of an unincorporated association or body, the name of the member, the name of the unincorporated association or body and the fact that the member is its nominee shall be entered on the register of members. The unincorporated association or body may, by notice of the Company, replace its nominee member at any time.
- 30.5 The Trustees may at their discretion levy subscriptions on members of the Company at such rate or rates as they shall decide.
- 30.6 All members other than the subscribers shall sign a written consent to be a member and the names of the members of the Company must be entered in the register of members.

### **31. Termination of membership**

- 31.1 Membership is not transferable.
- 31.2 A member shall cease to be a member:
- 31.3 if by notice to the Company by the member of his, her or its resignation. The Member is deemed to have resigned when the letter of resignation is received at the Office:
- 31.4 if, at a meeting of the Board at which not less than half of the Trustees are present, a resolution is passed resolving that the member be expelled. Such a resolution shall not be passed unless the member has been given at least fourteen clear days' notice in writing that the resolution is to be proposed specifying the circumstances alleged to justify the expulsion and has been afforded a reasonable opportunity of being heard by or of making written representations to the Board;

31.5 if any subscription or other sum payable by the member to the Company is not paid on the due date and remains unpaid seven days after notice served on the member by the Board informing the member that it will be removed from membership if it is not paid. The Trustees may re-admit to membership of the Company any organisation removed on this ground on payment by the member of such sum in respect of the sum due as the Trustees may determine;

31.6 if it becomes bankrupt or makes any arrangement or composition with its creditors generally or goes into liquidation or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or an order is made or a resolution passed for its winding up.

## **32. Classes of membership**

32.1 The Trustees may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.

32.2 The Trustees may not directly or indirectly alter the rights or obligations attached to a class of membership.

32.3 The rights attached to a class of membership may only be varied if:

32.3.1 three-quarters of the members of that class consent in writing to the variation; or

32.3.2 a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.

32.4 The provisions in the articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

32.5 The creation or alteration of subscription arrangements for members shall not be regarded as an alteration or variation of the rights or obligations attached to a class of membership. Such arrangements may in any event be created or altered by the Trustees without the consent of the members.

## **33. Associate members**

The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be members of the Company for the purposes of the Articles or the Companies Acts.

## ***ORGANISATION OF GENERAL MEETINGS***

## **34. Annual general meetings**

The Company must hold an annual general meeting within 18 months of incorporation and afterwards once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. It shall be held at such time and place as the Trustees think fit.

**35. Other general meetings**

35.1 The Trustees may call a general meeting at any time.

35.2 The Trustees must call a general meeting if required to do so by the members under the Companies Acts.

**36. Length of notice**

All general meetings must be called by either:

36.1 at least 21 Clear Days' notice; or

36.2 shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at that meeting. Any such majority must together

represent at least 95% of the total voting rights at that meeting of all the members.

**37. Contents of notice**

37.1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.

37.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

37.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his, her or its rights to appoint another person as his, her or its proxy at a general meeting.

**38. Service of notice**

Notice of general meetings must be given to every member, to the Trustees, to any patron(s) and to the auditors of the Company.

**39. Attendance and speaking at general meetings**

39.1 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.

39.2 A person is able to exercise the right to vote at a general meeting when:

39.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

- 39.2.2 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.
- 39.3 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.
- 39.4 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.
- 39.5 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.

#### **40. Quorum for general meetings**

- 40.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.
- 40.2 The quorum shall be:
- 40.2.1 two persons entitled to vote on the business to be transacted (each being a member, a proxy for a member or a duly authorised representative of a member); or
- 40.2.2 50% of the total membership (represented in person, by proxy or by a duly authorised representative);
- whichever is greater.
- 40.3 If a quorum is not present within fifteen minutes from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such time and place as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

#### **41. Chairing general meetings**

- 41.1 The Chair (if any) or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of every general meeting.
- 41.2 If neither the Chair nor any Trustee nominated in accordance with Article 41.1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number



to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting.

- 41.3 If no Trustee is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the members present in person or by proxy and entitled to vote must choose one of the members present in person to be chair of the meeting. For the avoidance of doubt, a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting.

**42. Attendance and speaking by Trustees, patrons and non-members**

- 42.1 Trustees may attend and speak at general meetings, whether or not they are members.
- 42.2 Patrons may attend and speak at general meetings, whether or not they are members.
- 42.3 The chair of the meeting may permit other persons who are not members of the Company (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting.

**43. Adjournment**

- 43.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 43.1.1 the meeting consents to an adjournment; or
  - 43.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 43.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 43.3 When adjourning a general meeting, the chair of the meeting must:
- 43.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and
  - 43.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 43.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 Clear Days' notice of it:
- 43.4.1 to the same persons to whom notice of the Company's general meetings is required to be given; and

- 43.4.2 containing the same information which such notice is required to contain.
- 43.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

### ***VOTING AT GENERAL MEETINGS***

#### **44. Voting: general**

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 the Articles.

#### **45. Votes**

- 45.1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a member, a proxy or a duly authorised representative of a member) and entitled to vote shall have a maximum of one vote.
- 45.2 On a vote on a resolution on a poll at a meeting every member present (whether in person, by proxy or via their duly authorised representative) and entitled to vote shall have one vote.
- 45.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.
- 45.4 No member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Company have been paid.

#### **46. Errors and disputes**

- 46.1 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.
- 46.2 Any such objection must be referred to the chair of the meeting whose decision is final.

#### **47. Poll votes**

- 47.1 A poll on a resolution may be demanded:
- 47.1.1 in advance of the general meeting where it is to be put to the vote; or
  - 47.1.2 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.
- 47.2 A poll may be demanded by:
- 47.2.1 the chair of the meeting;

47.2.2 the Trustees;

47.2.3 two or more persons having the right to vote on the resolution;

47.2.4 any person, who, by virtue of being appointed proxy for one or more members having the right to vote on the resolution, holds two or more votes; or

47.2.5 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.

47.3 A demand for a poll may be withdrawn if:

47.3.1 the poll has not yet been taken; and

47.3.2 the chair of the meeting consents to the withdrawal.

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

#### **48. Content of Proxy Notices**

48.1 Proxies must be appointed by a notice in Writing (a "Proxy Notice").

48.2 A Proxy Notice shall be in the following form (or in any other form which the Trustees may approve):

"Groundwork Wakefield"

Name of member appointing the proxy:

Address:

I/We hereby appoint [name of proxy] of [address of proxy] as my/our proxy to vote in my/our name(s) and on my/our behalf at the meeting of the Company to be held on [date], and at any adjournment thereof.

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

<b>Resolution 1</b>	<b>*for</b>	<b>*against</b>	<b>*abstain</b>	<b>*as the proxy thinks fit</b>
<b>Resolution 2</b>	<b>*for</b>	<b>*against</b>	<b>*abstain</b>	<b>*as the proxy thinks fit</b>

<b>All other resolutions properly put to the meeting</b>	<b>*for</b>	<b>*against</b>	<b>*abstain</b>	<b>*as the proxy thinks fit</b>
--	-------------	-----------------	-----------------	---------------------------------

\* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signed: .....

Dated: .....”

48.3 Proxy Notices must be signed by or on behalf of the member appointing the proxy, or authenticated in such manner as the Trustees may determine.

48.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

48.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

48.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## 49. Delivery of Proxy Notices

49.1 A Proxy Notice and any evidence of the authority under which it is executed may:

49.1.1 be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting provided it is received at such place at least 48 hours (not including any part of a day that is a Saturday, Sunday or Bank Holiday in England) before the time for holding the meeting or adjourned meeting at which the person named in the Proxy Notice proposes to vote; or

49.1.2 where an Address for the purpose of sending or receiving Documents or information by Electronic Means has been specified:

(a) in the notice calling the meeting; or

(b) in any instrument of proxy sent out by the Company in relation to the meeting; or

- (c) in any invitation to appoint a proxy issued by the Company in relation to the meeting;

be sent by Electronic Means to that Address provided it is received at such Address at least 48 hours (not including any part of a day that is a Saturday, Sunday or Bank Holiday in England) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

and a Proxy Notice which is not deposited, sent or received in a manner so permitted shall be invalid.

- 49.2 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by such evidence in Writing of the authority of the person who executed it to execute it on the appointor's behalf as the Trustees may reasonably require.
- 49.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.
- 49.4 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 49.5 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

## **50. Amendments to resolutions**

- 50.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 50.1.1 notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
- 50.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 50.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 50.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

- 50.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 50.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

### **WRITTEN RESOLUTIONS**

#### **51. Written resolutions**

##### **51.1 Subject to this Article 51 a written resolution agreed by:**

51.1.1 members representing a simple majority; or

51.1.2 (in the case of a special resolution) members representing not less than 75%;

of the total voting rights of eligible members shall be effective.

##### **51.2 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his, her or its agreement and the date by which the resolution must be passed if it is not to lapse.**

##### **51.3 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.**

##### **51.4 A member signifies his, her or its agreement to a proposed written resolution when the Charity receives from her, her or it (or from someone acting on his, her or its behalf) an authenticated Document:**

51.4.1 identifying the resolution to which it relates; and 51.4.2 indicating his, her or its agreement to the resolution.

##### **51.5 For the purposes of Article 51.4:**

51.5.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

51.5.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:

- (a) the identity of the sender is confirmed in a manner specified by the Trustees; or
- (b) where no such manner has been specified by the Trustees, if the communication contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.

- 51.6 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 51.7 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 51.8 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.
- 51.9 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts.

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **52. Communications**

- 52.1 Subject to the provisions of the Companies Acts and these Articles, a Document or information (including any notice) to be given, sent or supplied to any person may be given, sent or supplied in Hard Copy Form, in Electronic Form or (in the case of communications by the Company) by making it available on a website, provided that a Document or information (any notice) may only be given, sent or supplied in Electronic Form or by being made available on a website if:
- 52.1.1 the recipient has agreed (generally or specifically) that the Document or information may be sent or supplied in that manner; or
  - 52.1.2 if the recipient is deemed to have so agreed in accordance with the Companies Acts; and has not revoked that agreement.
- 52.2 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.
- 52.3 Any Document or information (including any notice) sent to a member by the Company may be sent to the member's postal address as shown in the Company's register of members or (in the case of Documents or information sent by Electronic Means) to an Address specified for the purpose by the member, provided that:
- 52.3.1 a member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him or her, or an Address to which notices may be sent by Electronic Means, shall be entitled to have notices given to him or her at that Address, but otherwise no such member shall be entitled to receive any notice from the Company; and

- 52.3.2 the Company is not required to send notice of a general meeting or a copy of its annual report and accounts to a member for whom it no longer has a valid Address.
- 52.4 Any Document to be sent or supplied by a member to the Company under the Articles may only be sent or supplied:
- 52.4.1 in the case of Documents in Hard Copy Form, by sending or delivering them to the Company's registered office or to such other address as may be specified by the Company; or
- 52.4.2 in the case of Documents in Electronic Form, by sending them by Electronic Means to an Address notified to the members for that purpose.
- 52.5 A member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 52.6 Where any Document or information is sent or supplied under the Articles:
- 52.6.1 Where the Document or information is sent or supplied by post, service or delivery shall be deemed to be effected 48 hours after the envelope containing it was posted (including any part of a Saturday, Sunday or Bank Holiday in England. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
- 52.6.2 Where the Document or information is sent or supplied by Electronic Means to an Address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.
- 52.6.3 Where the Document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:
- (a) the material is first made available on the website; or
- (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.
- 52.7 A Trustee may agree with the Company that notices or Documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.



52.8 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:

52.8.1 if the Document or information has been sent to a member and is notice of a general meeting of the Company or a copy of the annual report and accounts of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so; and

52.8.2 in all other cases, the Company will send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.

52.8.3 The date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

### 53. **Secretary**

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

53.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and

53.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

### 54. **Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless a provision of the Companies Acts specifies that such informality, irregularity, want of qualification or lack of specification shall invalidate it.

### 55. **Minutes**

55.1 The Trustees must cause minutes to be made in books kept for the purpose:

55.1.1 of all appointments of officers made by the Trustees;

55.1.2 of all resolutions of the Company and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

55.1.3 of all proceedings at meetings of the Company and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Company, be sufficient evidence of the proceedings.

## **56. Records and accounts**

56.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

56.1.1 annual reports;

56.1.2 annual returns; and

56.1.3 annual statements of account.

56.2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or Documents merely by virtue of being a member.

## **57. Regulations**

The Trustees may, from time to time, make, repeal or alter regulations as to the management of the Company and its affairs, the duties of any officers or employees of the Company, the conduct of business of the Trustees or any committee and any of the matters or things within the powers or under the control of the Trustees. Such regulations must not be inconsistent with the Companies Acts, the Articles or any rule of law.

## **58. Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.