

COMPANIES ACT 2006

SPECIAL RESOLUTION

Company number: 02365487

Company name; The Brandon Trust

On the 14th day of February 2018 the following special resolution was agreed and passed by members:

That Article 6.13 be amended so as to read

6.13 A resolution signed by a simple majority of the members of the Board who are entitled to vote on an issue, or by a simple majority of the members of a committee entitled to vote on an issue, shall be valid as if passed at a meeting of the Board or that committee that had been duly convened and constituted.

Signed



Company Secretary

1 March 2018



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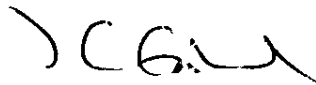
That Article 6.11 be amended so as to read;

6.11 At the end of his or her first term of office, a Trustee shall be eligible for re-appointment.

6.11.1 Subject to article 6.11.2, the Board may re-appoint a Trustee for a maximum of one further consecutive period of three years or such shorter period as the Board may determine.

6.11.2 In exceptional circumstances, the Board may re-appoint a Trustee who has served their maximum term for a further term of three years or such shorter period as the Board may determine.

Signed



Company Secretary

1 March 2018

Company Number 02365487

The Brandon Trust

Articles of Association (consolidated)

(As amended by written resolution dated 3 August 2012 and further amended by written resolutions dated 2 June 2013 and 14 January 2015 and further amended by special resolutions dated 14 February 2018)

COMPANIES ACTS 1985, 1989 AND 2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES
OF
THE BRANDON TRUST

1 Objects

1.1 The objects for which the Association is established are to benefit the public by the provision of relief of those in need by reason of any form of learning, physical, or sensory disability or mental illness, this relief being provided by all forms of support to enable them to live the lives they choose, and in particular

1.1.1 by support in the home

1.1.2 by support in the community and in the workplace

1.1.3 by the provision of residential accommodation

2 Liability of Members

2.1 *The liability of the Members is limited.*

2.2 In the event of the Association being wound up whilst he or she is a Member, or up to one year after he or she ceases to be a Member, every Member undertakes to contribute such amount as may be required, not to exceed £1, for payments that are necessary in relation to the winding up process.

3 Powers

3.1 The Association shall have the power to do all things within the law that are necessary or expedient to promote or to help promote the Objects.

3.2 Without limiting the power described in Article 3.1 the Association shall have the power:

3.2.1 to co-operate with other bodies;

3.2.2 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);

3.2.3 to acquire or hire property of any kind and to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);

3.2.4 to make grants or loans of money and to give guarantees provided that where any payment is made to the Treasurer or other

proper official of a charity the receipt of such Treasurer or official shall be a complete discharge to the Trustees; and

3.2.5 to pay for indemnity insurance for the Trustees.

4 Benefits and Conflicts for Members and Trustees

4.1 The property and funds of the Association must be used only for promoting the Objects and do not belong to the Members of the Association but, subject to compliance with clause 4.4:

4.1.1 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Association;

4.1.2 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Association; and

4.1.3 Individual Members, Trustees and Connected Persons who are Supported Persons may receive charitable benefits in that capacity.

4.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Association except:

4.2.1 as mentioned in clauses 4.1.1, 4.1.2, 4.1.3, 4.3 and 4.8

4.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Association;

4.2.3 payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or

4.2.4 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and subject where required by the Act to, the approval or affirmation of the Members).

4.3 No Trustee or Connected Person may be employed by the Association except in accordance with clause 4.2.4, but any Trustee or Connected Person may enter into a written contract with the Association (stating the maximum to be paid), to supply goods or services in return for a payment or other material benefit but only if the provisions are in accordance with the Charities Act, and:

4.3.1 the goods or services are actually required by the Association, and the Trustees decide that it is in the best interests of the Association to enter into such a contract;

4.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 4.4; and

4.3.3 no more than one third of the Trustees are subject to such a contract in any financial year.

4.4 Subject to Clauses 4.2 and 4.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

4.4.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;

4.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;

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

4.4.4 be absent during the vote and have no vote on the matter.

4.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Association to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:

4.5.1 to continue to participate in discussions leading to the making of a decision and to vote, or

4.5.2 to disclose information confidential to the Association to a third party, or

4.5.3 to take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Association, or to refrain from taking action designed to remove the conflict.

4.6 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Association if he or she declares the conflict in accordance with Clause 4.4 and then withholds such confidential information from the Association.

4.7 For any transaction or arrangement authorised under clauses 4.1.1 to 4.1.3, 4.2 and 4.3, the Trustee's duty under the Act to avoid a conflict of interest with the Association shall be disapplied provided the relevant provisions of clause 4.4 have been followed.

4.8 The Association shall indemnify any Trustee or former Trustee against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.

5 **Dissolution**

If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or

transferred to some other charitable institution or charitable institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as imposed on the Association under or by virtue of Article 4, such charitable institution or charitable institutions to be determined by the Members at or before the time of dissolution, and if and so far as effect cannot be given to such decision, then to some charitable object.

6 The Board

- 6.1 The Board comprises the Trustees, and shall have the power to take any lawful action in furtherance of the Objects. The Board shall comprise no less than six nor more than fifteen Trustees.
- 6.2 The Chair shall be elected from the existing members of Board, and the term of office of the Chair shall be decided by the Board at the time of appointment. The Chair may be removed from office by a vote supported by a majority of the existing Trustees.
- 6.3 The Board shall hold at least four meetings per year, and such meetings shall (except where it is urgent to hold a meeting on shorter notice) be called on at least four days' written notice, specifying the time, date and venue of the meeting, as well as an outline of the business to be discussed.¹.
- 6.4 The quorum at a meeting of the Board shall be half of the number of Trustees (rounded up) or such greater percentage of the Trustees as may be agreed by the Board from time to time.²
- 6.5 Provided that every participant has the ability to speak and be counted in a vote, meetings can be held electronically by such means as the Board shall decide.
- 6.6 Each member of the Board shall have one vote, and decisions are made by a vote of the majority. In the case of a tie, the Chair shall have a casting vote.
- 6.7 The Board shall ensure that the Association keeps a record of all decisions taken by it.
- 6.8 The Board may delegate any of its functions to committees consisting of such member or members of the Board together with any other person as it thinks fit, and any committee so formed shall exercise any power so delegated within regulations imposed by the Board.
- 6.9 The Board shall have the power to make any further rules regarding procedure as it sees fit.
- 6.10 Appointment to the Board shall be by a majority vote of the existing Trustees, and shall be for an initial term of three years or such shorter period as the Board may determine.

¹ Amended by way of resolution dated 2 June 2013

² Amended by way of resolution dated 3 August 2012

- 6.11 At the end of his or her first term of office, a Trustee shall be eligible for re-appointment.
- 6.11.1 Subject to article 6.11.2, the Board may re-appoint a Trustee for a maximum of one further consecutive period of three years or such shorter period as the Board may determine.
- 6.11.2 In exceptional circumstances, the Board may re-appoint a Trustee who has served their maximum term for a further term of three years or such shorter period as the Board may determine.
- 6.12 The Board may co-opt up to six individuals to serve on the Board, and they shall serve for a maximum of one year. At any point during that term, any such individual may be appointed as a Trustee at a meeting, if the Trustees see fit to do so.
- 6.13 A resolution signed by a simple majority of the members of the Board who are entitled to vote on an issue, or by a simple majority of the members of a committee entitled to vote on an issue, shall be valid as if passed at a meeting of the Board or that committee that had been duly convened and constituted.
- 6.14 Membership of the Board shall be terminated if the individual-
- 6.14.1 is disqualified under the Charities Act from acting as a Charity Trustee;
- 6.14.2 is incapable whether mentally or physically of managing his or her own affairs;
- 6.14.3 gives written notice of resignation to the Association, but only if six members of Board will remain;
- 6.14.4 dies;
- 6.14.5 fails to attend three consecutive meeting of the Board, and the Board resolves that the office should be vacated;
- 6.14.6 is removed by a resolution of the Board on the grounds that the individual's continued involvement is harmful to the Association, and only after notifying the individual concerned in writing of the proposed resolution, and having considered any written representations that the individual makes within fourteen Clear Days of receiving the notice.
- 6.15 All acts done by any meeting of the Board or any committee of the Board or by any person acting as a member of the Board shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person, or that he or she was disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Board.

6.16 Nothing in these Articles shall prevent a member of the Board from continuing to serve, or an individual from being appointed, after the age of 70.

6.17 The Board shall have the power to prescribe regulations to govern the conduct of business of the Association, provided that such regulations are not inconsistent with these Articles.

7 Secretary

The Secretary shall be appointed by the Board for such time, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by it.

8 Members

8.1 The Members shall be the Trustees, and the Chair shall act as Chair of the Members.

8.2 Membership of the Association shall be terminated upon the individual ceasing to be a Trustee, for whatever reason.

8.3 The Board shall call a general meeting when deemed necessary, or on the requisition of Members pursuant to the Act. Notice of the meeting shall provide for the form for appointing a proxy to attend on the Member's behalf.

8.4 At least 14 clear days' written notice of a general meeting is required, unless 90% of Members have agreed to accept a shorter notice period. The accidental omission to give notice of the meeting to, or the non-receipt of such notice by, any person entitled to receive such notice shall not invalidate any resolution passed, or proceeding had, at any meeting.

8.5 The quorum for a general meeting is two thirds of the number of Members and no business shall be transacted at a general meeting unless a quorum is present.

8.6 If a quorum is not present within half an hour of the time appointed for the start of the meeting, the meeting shall stand adjourned to the same day in the next week, at the same time and place unless otherwise determined by the Board. Meetings may be adjourned at any other time at the discretion of the Chair.

8.7 Decisions shall be made at a general meeting by majority vote, and each Member shall have one vote.

8.8 Members shall have the ability to appoint a proxy to act on his or her behalf, and the notice of meeting shall specify this right, and set out the procedure for any such appointment.

8.9 A declaration by the Chair that a resolution has been passed, and an entry to that effect being made in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or in opposition to the resolution.

- 8.10 In the case of an equality of votes, the Chair shall have a casting vote.
- 8.11 Decisions of the Members may be made by written resolution in accordance with the Companies Act, and such a resolution shall be effective as if passed at a meeting.
- 8.12 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. Any such objection must be referred to the chairman of the meeting whose decision is final.

9 Administrative Arrangements

Anything sent or supplied by or to the Association under these Articles may be sent or supplied in any way in which the Companies Act provides for documentation or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.

10 Accounts and Records

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

- 10.1.1 annual reports;
- 10.1.2 annual returns; and
- 10.1.3 annual statements of account.

- 10.2 The Trustees must keep proper records of:

- 10.2.1 all proceedings at general meetings;
- 10.2.2 all proceedings at meetings of the Trustees;
- 10.2.3 all reports of committees; and
- 10.2.4 all professional advice obtained.

11 Interpretation

- 11.1 In these Articles:

“these Articles” means these articles of association;

“Association” means The Brandon Trust;

“Board” means the Board of Trustees

“Chair” means the person elected under Article 6.2 to chair Trustees’ meetings and other meetings as laid out in these Articles;

“Charities Act” means the Charities Act 1993, including any statutory modifications or re-enactment thereof for the time being in force, and any provisions of the Charities Act 2006 for the time being in force;

“Charity Trustee” has the meaning prescribed by section 97(1) of the Charities Act 1993;

“Clear Day” means 24 hours from midnight following the relevant event;

“the Commission” means the Charity Commission for England and Wales;

“Companies Act” means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity;

“Conflicted Trustee” means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity provided that a Trustee shall not be a Conflicted Trustee by virtue of his or her serving as a board member of any subsidiary of the Association;³

“Connected Person” means, in relation to a Trustee, a person connected with that Trustee (who is a director within the meaning of the Companies Act), or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act and 2006;

“Member” and “Membership” refer to membership of the Association;

“Objects” means the objects specified in Article 1

“Secretary” means the Secretary of the Association;

“Supported Person” means any person to whom relief is provided in accordance with the Objects;

“Trustee” means a director of the Association and “Trustees” means all of the Trustees;

“written” or “in writing” 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, without limitation by, hard copy, electronic means or otherwise; and

“year” means calendar year.

11.2 Expressions defined in the Companies Act have the same meaning.

³ Amended by way of resolution dated 3 August 2012

- 11.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.