

Company number: 02611510
Charity number: 1003061

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE

Articles of Association
of
Suffolk Mind

(amended by special resolution on 25 April 2023)

TABLE OF CONTENTS

1.	INTERPRETATION	1
2.	OBJECTS	3
3.	POWERS	3
4.	APPLICATION OF INCOME AND PROPERTY	6
5.	BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS	7
6.	WINDING UP	9
7.	LIABILITY OF MEMBERS	9
8.	MEMBERS	10
9.	TERMINATION OF MEMBERSHIP	10
10.	GENERAL MEETINGS OF MEMBERS	10
11.	WRITTEN RESOLUTIONS	11
12.	TRUSTEES	12
13.	POWERS OF TRUSTEES	12
14.	APPOINTMENT OF TRUSTEES	13
15.	RETIREMENT OF TRUSTEES	13
16.	DISQUALIFICATION AND REMOVAL OF TRUSTEES	13
17.	PROCEEDINGS OF TRUSTEES	14
18.	CALLING A TRUSTEES' MEETING	15
19.	PARTICIPATION IN TRUSTEES' MEETINGS	15
20.	QUORUM FOR DIRECTORS' MEETINGS	15
21.	CHAIRING DIRECTORS' MEETINGS	15
22.	DECISION-MAKING BY DIRECTORS	16
23.	UNANIMOUS DECISIONS BY DIRECTORS	16
24.	DELEGATION BY DIRECTORS	16
25.	CONFLICTS OF INTERESTS	17
26.	SECRETARY	18
27.	CHANGE OF COMPANY NAME	18
28.	MINUTES	18
29.	RECORDS AND ACCOUNTS	18
30.	COMMUNICATIONS	19
31.	IRREGULARITIES	19
32.	INDEMNITY	19
33.	AFFILIATION TO MIND	20

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act	means the Companies Act 2006;
Articles	means SM's articles of association for the time being in force;
Beneficiaries	means the persons who fall within the defined target group set out in the Objects;
Business Day	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
Charities Act	means the Charities Act 2011;
Charity Commission	means the Charity Commission for England and Wales;
Circulation Date	in relation to a written resolution, has the meaning given to it in the Act;
Clear Days	in relation to a period of notice means a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect;
Connected Person	means any person falling within one of the following categories: <ul style="list-style-type: none">(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 person who carries on business in partnership with a Trustee or with any person in (a) or (b); or(d) an institution which is controlled by either a Trustee, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken

together;

- (e) a corporate body in which a Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest,

and Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this article;

document	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form	has the meaning given in section 1168 of the Act;
electronic means	has the meaning given in section 1168 of the Act;
Financial Expert	means a person who is reasonably believed by the Trustees to be qualified to give advice on investments by reason of his ability in and practical experience of financial and other matters relating to investments;
Member	means a person who is a subscriber to the Memorandum of Association of SM or who is admitted to membership in accordance with the Articles;
Mind	means the charity known as Mind (the National Association for Mental Health) with registered company number 424348 and registered charity number 219830;
Model Articles	means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);
Objects	means the objects of SM as stated in article 2.1;
SM	means Suffolk Mind (with registered company number 02611510 and registered charity number 1003061), which is a charitable company regulated by the Articles;
Special Resolution	has the meaning given in section 283 of the Act;
Trustee	means a director of SM (and for the avoidance of doubt the Trustees are “directors” as defined by the Act and

“charity trustees” as defined in the Charities Act);

United Kingdom

means Great Britain and Northern Ireland; and

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 in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- 1.5.1 any subordinate legislation from time to time made under it; and
- 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall not apply to SM.

2. OBJECTS

- 2.1 The objects for which SM is established are to promote and protect mental well being and to support and assist those experiencing mental ill health in association with Mind and in accordance with the aims and objects of Mind, subject to the approval of any branch of Mind already serving the same area in which SM wishes to operate.

3. POWERS

- 3.1 In pursuance of the Objects, but not further or otherwise, SM has the power to:
- 3.1.1 provide and facilitate training, rehabilitation and employment for the Beneficiaries;

- 3.1.2 issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions, donations, subscriptions or any other contributions to the funds of SM;
- 3.1.3 accept (or disclaim) any gift of money, legacy or other property;
- 3.1.4 raise funds by way of subscription, donation or otherwise;
- 3.1.5 trade in the course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;
- 3.1.6 establish or purchase companies to carry on any trade;
- 3.1.7 sell, lease or otherwise dispose of all or any part of SM's real or personal property and any and all rights of SM, subject to such consents as may be required by law;
- 3.1.8 borrow or raise money and to give security for money borrowed or grants or other obligations by mortgage, charge, lien or other security on SM's property and assets, subject to such consents as may be required by law;
- 3.1.9 lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;
- 3.1.10 buy, lease, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and maintain, alter, improve, manage, develop, construct, repair or equip it for use;
- 3.1.11 set aside funds for particular purposes or as reserves against future expenditure;
- 3.1.12 deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a Financial Expert (unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so), having regard to the suitability of investments and the need for diversification;
- 3.1.13 delegate the management of investments to a Financial Expert, but only on terms that:
 - 3.1.13.1 SM's investment policy is set down in writing by the Trustees for the Financial Expert;

- 3.1.13.2 all transactions are reported promptly and regularly to the Trustees;
- 3.1.13.3 investment performance is reviewed regularly with the Trustees;
- 3.1.13.4 the delegation arrangement may be cancelled by the Trustees at any time;
- 3.1.13.5 a review of the investment policy and the delegation arrangement shall be carried out at least annually;
- 3.1.13.6 all payments due to the Financial Expert fall within a scale or a level which is agreed in advance and are notified promptly to the Trustees on receipt;
- 3.1.13.7 the Financial Expert must not do anything outside the powers of SM;
- 3.1.14 arrange for the investments or other property of SM to be held in the name of a nominee (meaning a corporate body registered or having an established place of business in the United Kingdom) which is either under the control of the Trustees or of a Financial Expert acting on their instructions, and to pay any reasonable fee required;
- 3.1.15 co-operate with other bodies and to exchange information and advice with them;
- 3.1.16 establish or support or aid in the establishment and support of any organisation formed for objects similar to any or all of the Objects;
- 3.1.17 enter into partnership or other arrangement with any other body with objects similar to any or all of the Objects;
- 3.1.18 acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any organisation with objects similar to any or all of the Objects;
- 3.1.19 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.20 provide or procure the provision of advice;
- 3.1.21 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes, instructional matter and any other form of information in or on any media;

- 3.1.22 promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
- 3.1.23 subject to article 4.2:
 - 3.1.23.1 employ and remunerate any person or persons as necessary for the proper pursuit of the Objects; and
 - 3.1.23.2 make reasonable provision for the payment of pensions for employees and their dependents;
- 3.1.24 take out such insurance policies as are necessary to protect SM;
- 3.1.25 provide indemnity insurance for the Trustees or any other officer of SM in accordance with and subject to the conditions in section 189 of the Charities Act;
- 3.1.26 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.27 alone or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities are confined to those permitted by law;
- 3.1.28 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.1.29 provide and assist in the provision of money, materials or other aid;
- 3.1.30 act as trustee and to undertake and execute charitable trusts;
- 3.1.31 pay out of the funds of SM the costs incurred in connection with the formation and registration of SM as a company and as a charity; and
- 3.1.32 do anything lawful which is calculated to further the Objects or is conducive or incidental to doing so.

4. APPLICATION OF INCOME AND PROPERTY

- 4.1 The income and property of SM shall only be applied to promote the Objects.

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

- 4.2.1 a benefit to any Member in the capacity of a Beneficiary;
- 4.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to SM, provided that article 5 applies if such a Member is a Trustee;
- 4.2.3 interest on money lent by a Member to SM at a reasonable and proper rate;
- 4.2.4 reasonable and proper rent for premises demised or let by a Member to SM; and
- 4.2.5 any payment to a Member who is also a Trustee which is permitted under article 5.

4.3 Nothing in these articles of association shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.

5. **BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS**

5.1 A Trustee:

- 5.1.1 is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of SM;
- 5.1.2 may benefit from trustee indemnity insurance purchased by SM in accordance with section 189 of the Charities Act;
- 5.1.3 may receive payment under an indemnity from SM in the circumstances set out in article 32;
- 5.1.4 may not receive any other benefit or payment from SM unless it is authorised by this article 5.

5.2 Unless the benefit or payment is permitted under article 5.3, no Trustee (including a Member who is also a Trustee) or Connected Person may:

- 5.2.1 buy any goods or services from SM on terms preferential to those applicable to members of the public;
- 5.2.2 sell goods, services, or any interest in land to SM;

- 5.2.3 be employed by, or receive any remuneration from SM; or
 - 5.2.4 receive any other financial benefit from SM.
- 5.3 A Trustee or a Connected Person may:
- 5.3.1 receive a benefit from SM in the capacity of a beneficiary of SM provided that a majority of the Trustees do not benefit in this way;
 - 5.3.2 enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to SM where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;
 - 5.3.3 subject to article 5.4, enter into a contract for the supply of goods to SM that are not supplied in connection with services provided to SM by the Trustee or Connected Person;
 - 5.3.4 receive reasonable and proper rent for premises let to SM;
 - 5.3.5 receive interest at a reasonable and proper rate on money lent to SM;
 - 5.3.6 take part in the normal trading and fund-raising activities of SM on the same terms as members of the public; and
 - 5.3.7 receive or retain any payment for which prior written authorisation has been obtained from the Commission.
- 5.4 SM and its Trustees may only rely on the authority provided by article 5.3.3 if each of the following conditions is satisfied:
- 5.4.1 the amount or maximum amount of the payment for the goods:
 - 5.4.1.1 is set out in an agreement in writing between SM and the Trustee or Connected Person supplying the goods (the **Supplier**) under which the Supplier is to supply the goods in question to SM;
 - 5.4.1.2 does not exceed what is reasonable in the circumstances for the supply of the goods in question;
 - 5.4.2 the other Trustees are satisfied that it is in the best interests of SM to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;

5.4.3 the Supplier:

5.4.3.1 is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to SM by them;

5.4.3.2 does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and

5.4.4 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by article 5.

5.5 In articles 5.3 and 5.4, the "Charity" includes any company in which SM:

5.5.1 holds more than 50% of the shares; or

5.5.2 controls more than 50 % of the voting rights attached to the shares; or

5.5.3 has the right to appoint one or more Trustees to the company.

5.6 A Trustee's duty under the Act to avoid a conflict of interest with SM does not apply to any transaction authorised by this article 5.

6. WINDING UP

6.1 If upon the winding up or dissolution of SM 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 of SM, but shall be given or transferred to some other charitable body or bodies having objects similar to those of SM and which shall prohibit the distribution of its or their income and property to an extent at least as great as that imposed on SM under or by virtue of this clause hereof, such body or bodies to be determined by the members of SM at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable body.

7. LIABILITY OF MEMBERS

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

7.1.1 payment of SM's debts and liabilities contracted before he ceases to be a Member,

7.1.2 payment of the costs, charges and expenses of the winding up, and

7.1.3 adjustment of the rights of the contributories among themselves.

8. MEMBERS

8.1 The Trustees from time to time shall be the only Members. A Trustee shall become a Member on becoming a Trustee.

8.2 SM shall maintain a register of Members and any person ceasing to be a Member shall be removed from the Register.

8.3 Membership is not transferable.

9. TERMINATION OF MEMBERSHIP

9.1 A Member shall cease to be a Member if they:

9.1.1 cease to be a Trustee; or

9.1.2 die.

10. GENERAL MEETINGS OF MEMBERS

10.1 The Trustees may call a general meeting of the Members at any time and such a meeting shall be held in accordance with the Act.

10.2 General meetings shall be called on notice in accordance with the Act and proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it due to an accidental omission by SM.

10.3 No business shall be transacted at any general meeting unless a quorum is present. A quorum is four Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting.

10.4 A Member is entitled to appoint another person as his proxy, in accordance with the Act, to exercise all or any of his rights to attend and to speak and vote at a meeting of SM.

10.5 The chair of Trustees shall chair general meetings of SM. If the chair is not present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.

10.6 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.

- 10.7 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote
- 10.8 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.
- 10.9 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

11. WRITTEN RESOLUTIONS

- 11.1 Subject to article 11.4, a written resolution of the Members passed in accordance with this article 11 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
- 11.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members; or
 - 11.1.2 as a Special Resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.
- 11.2 Where a resolution is proposed as a written resolution of SM, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 11.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a Special Resolution, shall be passed as an ordinary resolution.
- 11.4 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his term of office may not be passed as a written resolution.
- 11.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 11.6 A Member signifies their agreement to a proposed written resolution when SM receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the

resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:

11.6.1 if the document is sent to SM in hard copy form, it is authenticated if it bears the signature of the person sending it;

11.6.2 if the document is sent to SM in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by SM or, where no such manner has been specified by SM, if it is accompanied by a statement of the identity of the sender and SM has no reason to doubt the truth of that statement.

11.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.

11.8 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.

11.9 Communications in relation to written resolutions shall be sent to SM's auditors in accordance with the Act.

11.10 The Members may require SM to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

12. TRUSTEES

12.1 The minimum number of Trustees shall be four and the maximum number of Trustees shall be twelve.

12.2 A Trustee may not appoint an alternate director or anyone to act on their behalf at meetings of the Trustees.

13. POWERS OF TRUSTEES

13.1 Subject to the provisions of the Act, the Articles and any Special Resolution, the Trustees shall be responsible for the management of SM's business and may exercise all the powers of SM for that purpose.

13.2 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Trustees.

13.3 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

14. APPOINTMENT OF TRUSTEES

14.1 Any person who is willing to act as a Trustee, and who is permitted by law to do so, may be appointed to be a Trustee by resolution of the Trustees.

14.2 Where a maximum number of Trustees has been fixed, the appointment of a Trustee must not cause that number to be exceeded.

15. RETIREMENT OF TRUSTEES

15.1 The usual term of office for a Trustee shall be three years, at the end of which they shall retire. Subject to article 15.2, a Trustee shall be eligible for reappointment by the Trustees for up to a further two terms, each of three years.

15.2 No Trustee shall serve for more than nine consecutive years, unless the Trustees consider it would be in the best interests of SM for a particular Trustee to continue to serve beyond that period and that Trustee is reappointed in accordance with the Articles.

16. DISQUALIFICATION AND REMOVAL OF TRUSTEES

16.1 A Trustee shall cease to hold office if that person:

16.1.1 is removed by ordinary resolution of SM pursuant to the Act;

16.1.2 ceases to be a Trustee by virtue of any provision in the Act or is prohibited by law from being a Trustee;

16.1.3 is disqualified from acting as a charity trustee by virtue of the Charities Act;

16.1.4 is disqualified from working with vulnerable groups of people or from acting as a charity trustee of a charity that works with vulnerable groups;

16.1.5 dies;

16.1.6 has a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;

16.1.7 in the written opinion of a registered medical practitioner who is treating the Trustee, has become physically or mentally incapable of acting as a director and may remain so for more than three months;

16.1.8 resigns by written notice to SM, provided that at least four Trustees will remain in office once the resignation takes effect;

16.1.9 is absent from all the meetings of the Trustees held within a period of twelve consecutive months, without the permission of the Trustees, and the Trustees resolve that their office be vacated; or

16.1.10 is removed from office by a resolution of the Trustees that it is in the best interests of SM that their office be vacated, passed at a meeting at which at least half of the Trustees are present. Such a resolution must not be passed unless:

16.1.10.1 the Trustee 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 why it will be proposed; and

16.1.10.2 the Trustee has been given a reasonable opportunity to make representations to the meeting either in person or in writing.

The other Trustees must consider any representations made by the Trustee (or the Trustee's representative) and inform the Trustee of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to terminate the office of a Trustee.

17. **PROCEEDINGS OF TRUSTEES**

17.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.

17.2 The Trustees shall meet at least four times a year.

17.3 Acts done by a meeting of the Trustees or of a committee or by a person acting as a Trustee shall not be invalidated by the subsequent realisation that:

17.3.1 the appointment of any such Trustee or person acting as a Trustee was defective; or

17.3.2 any or all of them were disqualified; or

17.3.3 any or all of them were not entitled to vote on the matter.

17.4 The Trustees may appoint specialist advisors to advise the Trustees on policy and other matters of interest to the Trustees in furthering the Objects. All specialist advisors may, at the invitation of the Trustees, attend and speak at meetings of the Trustees, but shall not be entitled to vote.

18. CALLING A TRUSTEES' MEETING

18.1 Any Trustee may call a meeting of the Trustees by giving notice of the meeting to the Trustees or by authorising the company secretary (if any) to give such notice.

18.2 Notice of a meeting of the Trustees must be given to each Trustee, but need not be in writing. The notice must specify:

18.2.1 the time, date and place of the meeting;

18.2.2 the general particulars of the business to be considered at the meeting; and

18.2.3 if it is anticipated that the 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.

19. PARTICIPATION IN TRUSTEES' MEETINGS

19.1 Any Trustee may participate in a meeting of the Trustees in person or by means of video conference, telephone or any suitable electronic means agreed by the Trustees and by which all those participating in the meeting are able to communicate with all other participants.

19.2 If all the Trustees participating in the 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.

20. QUORUM FOR DIRECTORS' MEETINGS

20.1 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, provided it shall not be less than four and, unless otherwise fixed, it is four.

20.2 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

20.3 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 to appoint further Trustees.

21. CHAIRING DIRECTORS' MEETINGS

21.1 The Trustees shall appoint one of their number as chair of Trustees and may determine the length of term for which the chair of Trustees is to serve in that office, although that term may be renewed or extended. On the same basis, the Trustees may also appoint one of their number as vice-chair of Trustees.

- 21.2 If at any meeting of the Trustees neither the chair nor vice-chair of Trustees, if any, is participating in the meeting within ten minutes of the time at which it was to start, the participating Trustees must appoint one of themselves to chair the meeting.

22. **DECISION-MAKING BY DIRECTORS**

- 22.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with article 23.
- 22.2 Each Trustee has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, 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).

23. **UNANIMOUS DECISIONS BY DIRECTORS**

- 23.1 A decision of the Trustees is taken in accordance with this Article when all eligible Trustees indicate to each other by any means that they share a common view on a matter.
- 23.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in writing.
- 23.3 References in this Article to **eligible Trustees** are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.
- 23.4 A decision may not be taken in accordance with this article if the eligible Trustees would not have formed a quorum at such a meeting.

24. **DELEGATION BY DIRECTORS**

- 24.1 The Trustees may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising two or more Trustees.
- 24.2 The Trustees may delegate the implementation of their decisions or day-to-day management of the affairs of SM to any person or committee.
- 24.3 The terms of reference of a committee may include conditions imposed by the Trustees, including that:
- 24.3.1 the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate; and

- 24.3.2 no expenditure or liability may be incurred on behalf of SM except where approved by the Trustees or in accordance with a budget previously agreed by the Trustees.
- 24.4 Persons who are not Trustees may be appointed as members of a committee, subject to the approval of the Trustees.
- 24.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees 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 Trustees.
- 24.6 The terms of any delegation to a committee shall be recorded in the minutes.
- 24.7 The Trustees may revoke or alter a delegation.
- 24.8 All acts and proceedings of any committee shall be fully and promptly reported to the Trustees.
- 25. **CONFLICTS OF INTERESTS**
- 25.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with SM or in any transaction or arrangement entered into by SM which has not previously been declared.
- 25.2 A Trustee must absent themselves from any discussions of the Trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of SM and any personal interest (including but not limited to any personal financial interest).
- 25.3 If a conflict of interests arises for a Trustee 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, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:
 - 25.3.1 the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - 25.3.2 the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and
 - 25.3.3 the unconflicted directors consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.

In this article 25.3 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

26. SECRETARY

26.1 The Trustees may appoint any person who is willing to act as the secretary for such term at such remuneration and on such conditions as the Trustees think fit. From time to time the Trustees may decide to remove such person and to appoint a replacement.

26.2 A secretary who is also a Trustee may not be remunerated, otherwise than as permitted by these Articles.

27. CHANGE OF COMPANY NAME

27.1 The name of the Company may be changed by:

27.1.1 decision of the Trustees; or

27.1.2 a Special Resolution of the Members,

or otherwise in accordance with the Act.

28. MINUTES

28.1 The Trustees shall cause SM to keep the following records in writing and in permanent form:

28.1.1 minutes of proceedings at general meetings;

28.1.2 minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting;

28.1.3 copies of resolutions of SM and of the Trustees, including those passed otherwise than at general meetings or at meetings of the Trustees; and

28.1.4 particulars of appointments of officers made by the Trustees.

29. RECORDS AND ACCOUNTS

29.1 The Trustees shall comply with the requirements of the Act and the Charities Act 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:

29.1.1 annual reports;

29.1.2 annual returns; and

29.1.3 annual statements of account.

29.2 Accounting records relating to SM must be made available for inspection by any Trustees at any reasonable time during normal office hours.

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

30. **COMMUNICATIONS**

30.1 Subject to the Articles, anything sent or supplied by or to SM under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to SM.

30.2 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.

30.3 A Trustee may agree with SM 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.

31. **IRREGULARITIES**

31.1 The proceedings of any meeting or 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 by accidental omission to give or any non-receipt of notice) or 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.

32. **INDEMNITY**

32.1 Subject to article 32.2, but without prejudice to any indemnity to which they may otherwise be entitled:

32.1.1 every Trustee or former director of SM shall be indemnified out of the assets of SM in relation to any liability they incur in that capacity; and

32.1.2 every other officer or former officer of SM may be indemnified out of the assets of SM in relation to any liability they incur in that capacity.

32.2 This article 32 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

33. AFFILIATION TO MIND

33.1 SM shall and shall remain affiliated to Mind and pursue its objects in association with Mind and make such payments to Mind, in such form, of such amounts and at such intervals as shall be determined from time to time by the Trustees, provided that SM may by Special Resolution disaffiliate itself from Mind, whereupon this article 33 shall cease to have effect.