

Company Number 2624238



THE COMPANIES ACTS 1985 AND 2006

COMPANY LIMITED BY GUARANTEE

CHILDREN'S SCRAPSTORE

("THE COMPANY")

AT the Annual General Meeting of the Company held at Scrapstore House, 21 Sevier Street, Bristol BS2 9LB on 26 November 2010 at 12 00 pm, the following resolutions were passed as special resolutions of the Company

SPECIAL RESOLUTIONS

- 1 That Article 10 of the Articles of Association of the Company be altered by the deletion of the words "*or one-tenth of the membership, whichever shall be the greater*" where it appears in the first sentence of the said Article and the substitution of the word "*fifteen*" for the word "*three*" in the same sentence so that the first sentence of Article 10 reads "*No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business, save as herein otherwise provided, fifteen members present in person shall be a quorum* "
- 2 That, subject to the passing of Resolution 1 as a Special Resolution of the Company, the draft Articles of Association in the form attached to this document be and are hereby adopted as the Articles of Association of the Company in substitution for the existing Articles

Chair

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COMPANIES HOUSE

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Website: www.childrensscrapstore.co.uk

Registered Charity No: 1000700 Ltd Company No: 2624238 VAT No: 71 17 93 07

Supported by Bristol City Council, North Somerset Council, Bath & North East Somerset Council,
South Gloucestershire Council

Veale Wasbrough Vizards

Articles of Association

Children's Scrapstore

The Companies Acts 1985 to 2006

Company limited by guarantee and not having a share capital

Adopted by special resolution on 26 November 2010

Children's Scrapstore

Articles of association

Company limited by guarantee and not having a share capital

1 Name

The name of the company is Children's Scrapstore (the "**Charity**")

2 Registered office

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

3 Objects

The objects of the Charity (the "**Objects**") are

3 1 To provide or assist in the provision of facilities for recreation, education and other leisure time activities for children, being facilities of which such children have need by reason of their age or social or economic circumstances, and which will improve the conditions of life for such children by promoting their educational physical or mental wellbeing

3 2 To promote the use of waste materials as play-things

4 Powers

The Charity has the power to do anything within the law which may promote or may help to promote the Objects or any of them including (but without limitation) the power

4 1 To acquire, rent or hire property of any kind

4 2 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)

4 3 To co-operate with other bodies

4 4 To hold festivals, seminars, conferences, lectures, tours and courses

4 5 To promote or carry out research

4 6 To provide advice

4 7 To publish or distribute information in any form

4 8 To support, administer or set up charities

4 9 To raise funds

4.10 To borrow money

4 11 To give security for loans, grants and other obligations over the assets of the Charity (but only in accordance with the restrictions imposed by the Charities Act 1993)

4 12 To make grants, awards, prizes or donations

- 4 13 To make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company
- 4 14 To set aside funds for special purposes or as reserves against future expenditure.
- 4 15 To deposit or invest funds in any manner (but to invest only after taking such advice as the Trustees consider is reasonably necessary from such person as is reasonably believed by the Trustee to be qualified to give it by his or her ability in and practical experience or financial and other relevant matters)
- 4 16 To delegate the management of investments to any person provided that
 - 4 16 1 the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
 - 4 16 2 the investment policy is set out in writing by the Trustees,
 - 4 16 3 the performance of the investments is reviewed regularly with the Trustees,
 - 4 16 4 the investment policy and the delegation arrangement are reviewed at least once a year,
 - 4 16 5 all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate, and
 - 4 16 6 the delegate must not do anything outside the powers of the Trustees
- 4 17 To arrange for the investments or other property of the Charity to be held in the name of a nominee (being corporate body registered or having established place of business in England and Wales) under the control of the Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required
- 4 18 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4 19 To take out indemnity insurance to insure the Trustees against the costs of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be in breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4 20 Subject to Articles 5 and 6, to employ paid or unpaid agents, staff or advisers
- 4 21 To enter into contracts to provide services to or on behalf of other bodies
- 4 22 To establish or acquire subsidiary companies
- 4 23 To pay the costs of forming the Charity
- 4 24 To open and operate bank accounts and banking facilities
- 4 25 To solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms
- 4 26 To enter into any licence or sponsorship agreement
- 4 27 To enter into any contract or agreement (including any finance lease)

5 Benefits to Members

- 5 1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Member but
- 5 1 1 a Member who is not also a Trustee may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied,
 - 5 1 2 a Member (including a Member who is also a Trustee) may be paid interest at a reasonable rate on money lent to the Charity,
 - 5 1 3 a Member (including a Member who is also a Trustee) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - 5 1 4 a Member (including a Member who is also a Trustee) may receive any Benefit in their capacity as a beneficiary of the Charity, and
 - 5 1 5 another charity of which a Member (including a Member who is also a Trustee) is a charity trustee or member may receive any Benefit which is in furtherance of the Objects and does not confer any Benefit on the Member
- 5 2 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee

6 Benefits to Trustees

- 6 1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except
- 6 1 1 reasonable and proper premiums in respect of indemnity insurance provided in accordance with these Articles,
 - 6 1 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Charity,
 - 6 1.3 an indemnity in accordance with these Articles,
 - 6 1 4 payment to any company in which a Trustee has no more than a 1% shareholding, and
 - 6 1 5 other payments or benefits permitted by law or with the prior consent of the Commission,
- provided that the Trustees must comply with the provisions of Articles 7, 8 and 9 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article
- 6 2 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except
- 6 2 1 interest at a reasonable rate on money lent to the Charity not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Trustees or 3% whichever is greater,
 - 6 2 2 a reasonable rent or hiring fee for property let or hired to the Charity,

- 6 2 3 any Benefit provided to a Trustee in his or her capacity as a beneficiary of the Charity,
- 6 2 4 any Benefit which is in furtherance of the Objects to another charity of which a Trustee is a charity trustee or member and which does not confer any Benefit on that Trustee, and
- 6 2 5 in respect of the provision of goods or services in accordance with Article 6 3,

provided that the Trustees must comply with the provisions of Articles 7, 8 and 9 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

- 6 3 Any Trustee may enter into a written contract with the Charity to supply goods or services to the Charity in return for a Benefit but only if
 - 6 3 1 the goods or services are actually required by the Charity;
 - 6 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 supplied,
 - 6 3 3 the Trustee has declared his or her Interest in accordance with Article 7 and the Trustees have complied with the procedure in Article 9 3,
 - 6 3 4 no more than half of the Trustees are subject to or affected by such a contract in any financial year (and this provision will apply to a Trustee if this Article 6 3 applies to a person who is Connected to that Trustee), and
 - 6 3 5 the services supplied are not services supplied by the Trustee in his or her capacity as a Trustee, and
 - 6 3 6 the services supplied are not services supplied by the Trustee under a contract of employment,

provided that the Trustees must comply with the provisions of Articles 7, 8 and 9 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article

- 6 4 A Trustee or Member shall not receive a Benefit from any Subsidiary Company except in accordance with Article 5 for a Member or Articles 6 1 and 6 2 for a Trustee (all of which apply as if references to the Charity were references to the Subsidiary Company and references to the Memorandum and Articles were to the memorandum and articles of the Subsidiary Company)
- 6 5 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee
- 6 6 This Article may not be amended without prior written consent of the Commission

7 Declaration of interests

- 7 1 Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest

- 7 2 In the case of any proposed transaction or arrangement with the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees before the Charity enters into the transaction or arrangement
- 7 3 In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable
- 7 4 Any declaration must be made in accordance with the provisions of the Act
- 7 4 1 at a meeting of the Trustees, or
- 7 4 2 by notice in writing to the Trustees, or
- 7 4 3 by general notice to the Trustees
- 7 5 A Trustee is not required to declare an Interest:
- 7 5 1 where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he or she ought reasonably to be aware), or
- 7 5 2 where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he or she ought reasonably to be aware), or
- 7 5 3 if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the Interest)
- 7 6 The Charity may maintain a register of all of the Interests declared by the Trustees in accordance with this Article. The Trustees may prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest

8 Conflicts of Interest

- 8 1 Subject to Articles 8 2 and 9, a Trustee has a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which he or she has, or can have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity)
- 8 2 Pursuant to section 181(3) of the Companies Act 2006, the duty referred to in Article 8 1 does not apply to a Conflict of Interest arising in relation to any situation or matter or any transaction or arrangement between the Charity and any Trustee which is mentioned in Article 6 1 of these Articles

9 Authorisation of Conflicts of Interest

- 9 1 The Trustees may authorise a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest provided that
- 9 1 1 the Conflict of Interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by Article 6 of these Articles,
- 9 1 2 the Trustees act in what they consider to be the best interests of the Charity, and

- 9 1 3 the Trustees comply with the procedures set out in this Article 9
- 9 2 Whenever the Trustees must decide whether to give the authorisation in accordance with Article 9 1 the Trustee concerned must
- 9 2 1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins),
- 9 2 2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information,
- 9 2 3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed,
- 9 2 4 withdraw during the vote and have no vote on the authorisation for that part of the meeting; and
- 9 2 5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustees)
- 9 3 Any authorisation in accordance with Article 9 1 in relation to any transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest and which will or may confer a Benefit on that Trustee (or Connected Person), the Trustees must provide that the Trustee concerned will
- 9 3 1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed (or, at the latest, before such discussion begins),
- 9 3 2 withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information,
- 9 3 3 not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed,
- 9 3 4 withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting, and
- 9 3 5 not sign any written resolution in relation to the relevant transaction or arrangement or situation or matter (except where required to do so to confirm a resolution of the other Trustees)
- 9 4 In giving the authorisation under Article 9 1 in relation to a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to a Trustee) has, or may have, a Conflict of Interest which will not confer a Benefit on that Trustee (or Connected Person), the Trustees may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustees must consider
- 9 4 1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest,
- 9 4 2 whether or not the Trustee should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information,

9 4 3 whether or not the Trustee should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed, and

9 4.4 whether or not the Trustee should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting

10 Limited liability

10 1 The liability of the Members is limited

10 2 Every Full Member promises, if the Charity is dissolved while he, she or it remains a Member or within 12 months afterwards, to contribute to the assets of the Charity such amount not exceeding £1 as may be required for

10 2 1 payment of the debts and liabilities of the Charity contracted before he, she or it ceases to be a Full Member,

10 2 2 payment of the costs, charges and expenses of winding up, and

10 2 3 adjustment of the rights of the contributories between themselves

10 3 Associate Members, not being members of the Charity for the purposes of the Act, shall not be required to make any contribution to the assets of the Charity on a winding up of the Charity save for any sums due in respect of outstanding subscription fees or other contractual payments due from Associate Members to the Charity in accordance with these Articles

11 Membership

11 1 There shall be two classes of membership

11 1 1 Full Members, and

11 1 2 Associate Members

11 2 Full Membership shall be open only to persons who have been appointed as Trustees in accordance with Article 13

11 3 Only Full Members shall be members for the purposes of the Act and accordingly shall be the only persons entitled to have their names and addresses entered on the Register and to attend, speak and vote at general meetings of the Charity

11 4 Associate Members shall not be members for the purposes of the Act and accordingly shall not be entitled to have their names and addresses entered on the Register Notwithstanding the status of Associate Members under these Articles, any person who becomes an Associate Member shall automatically be bound by the provisions of these Articles upon becoming a Member Associate Members shall be entitled to receive such other rights and benefits as the Board may from time to time prescribe

11 5 Associate Members shall as a condition of Membership be required to pay such fees as the Board shall from time to time determine

11 6 Associate Membership shall be open to any persons as qualify for Associate Membership pursuant to and in accordance with such criteria as the Board may from time to time prescribe As at the date of adoption of these Articles, all persons who were Members of the Charity immediately before the passing of the resolution adopting these Articles shall automatically become Associate Members

- 11 7 Membership is terminated if the Member concerned
- 11 7 1 gives written notice of resignation to the Charity, or
 - 11 7 2 dies or, in the case of a body corporate, ceases to exist, or
 - 11 7 3 makes an arrangement or composition with his or her or its creditors, or
 - 11 7 4 in the case of a Full Member, ceases to be a Trustee, or
 - 11 7 5 in the case of an Associate Member fails to pay any subscription or other sum payable by the Associate Member to the Charity on the due date and such payment remains unpaid 7 days after notice is served on the Associate Member by the Charity informing him that he will be removed from Associate Membership if it is not paid The Board may re-admit to Associate Membership any person removed from Associate Membership on this ground on his paying such sum in respect of the sum due as the Company may determine
- 11 8 Cessation of Membership shall not entitle a former Associate Member to repayment of any part of any fees as may have previously been paid by him in respect of his Associate Membership notwithstanding that he may not have received the full benefit of such Associate Membership to which he would, but for such cessation, have otherwise been entitled
- 11 9 Membership of the Charity is not transferable
- 11 10 The names of all Full Members shall be recorded in the Register and the Charity shall maintain a separate record of all Associate Members

12 General meetings

- 12 1 Full Members are entitled to attend general meetings either personally or by proxy General meetings are called on at least 14 clear days' written notice specifying the business to be discussed The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

Quorum

- 12 2 No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business, save as herein otherwise provided, three Full Members present in person shall be a quorum

Chair

- 12 3 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee elected by those present shall preside as chair at a general meeting The chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the chair shall determine

Voting

- 12 4 A resolution put to the vote of a meeting will be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by the chair or by at least two Full Members present in person or through their authorised representatives or by proxy
- 12 5 Unless a poll is duly demanded a declaration by the chair that a resolution has been carried unanimously or by a particular majority or lost or not carried by a particular majority and an

entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution

- 12 6 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made
- 12 7 A poll shall be taken as the chair directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 12 8 A poll demanded on the election of a chair or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either forthwith or at such time and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting will continue as if the demand had never been made
- 12 9 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken
- 12 10 Except for the chair of the meeting, who in the event of an equality of votes has a second or casting vote, on a show of hands or a poll every Full Member present in person or through its authorised representative or by proxy shall have one vote.
- 12 11 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 chair of the meeting whose decision is final

Written resolutions

- 12 12 A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document). A written resolution passed under this Article will lapse if not passed before the end of six calendar months beginning with the circulation date (as defined in section 290 Companies Act 2006)
- 12 13 A general meeting may be called at any time by the Trustees and must be called in accordance with the terms of the Act within 21 days of a written request from the Full Members made in accordance with the provisions of the Act

13 The Trustees

- 13 1 The Trustees are the charity trustees of the Charity and have control of the Charity and its property and funds
- 13 2 The Board shall be composed of no fewer than three Trustees and such maximum number as the Board may determine from time to time
- 13 3 Trustees shall be appointed to the Board by resolution of the Trustees. The Trustees may from time to time at their discretion determine any criteria for appointment as a Trustee. On appointment as a Trustee, a Trustee shall automatically become a Full Member of the Charity
- 13 4 From the adoption of these Articles, the existing Trustees shall continue to hold office on their existing terms

- 13 5 The normal term of office for Trustees shall be three years. A Trustee shall be eligible for re-election by the Full Members for one further term of three years.
- 13 6 Subject to Article 13.8, after a Trustee has served two consecutive terms in office, he or she shall be eligible for re-election only after a year has elapsed since he or she retired as Trustee.
- 13 7 Article 13 6 shall not apply if the Board considers it would be in the best interests of the Charity for a Trustee to be eligible for re-election on his or her retirement.
- 13 8 Every Trustee will hold office until he or she vacates office in accordance with Article 13 9.
- 13 9 A Trustee's term of office automatically terminates if he or she
- 13 9 1 is disqualified under the Charities Act 1993 from acting as a charity trustee,
 - 13 9 2 is incapable, whether mentally or physically, of managing his or her own affairs,
 - 13 9 3 is absent from three consecutive meetings of the Trustees without the consent of the Trustees,
 - 13 9 4 is removed as a Trustee by the Full Members,
 - 13.9 5 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office),
 - 13 9 6 becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the Court for an interim order in respect of a voluntary arrangement;
 - 13 9 7 is convicted of an offence and the Trustees shall resolve that it is undesirable in the interests of the Charity that he or she remains a Trustee of the Charity,
 - 13 9 8 ceases to be a Full Member of the Charity, or
 - 13 9 9 is removed by unanimous resolution of the other Trustees.
- 13 10 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Board.

14 Proceedings of the Board

- 14 1 The Trustees must hold at least seven meetings of the Board each year.
- 14 2 The quorum necessary at a meeting of the Board shall be determined by the Board and unless and until otherwise determined shall be three, or all the Trustees then in office if there are fewer than three Trustees.
- 14 3 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 14 4 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present will preside as chair at each meeting.
- 14 5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all of the Trustees entitled to receive notice of a meeting of Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document).

- 14 6 Except for the chair of the meeting, who in the event of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.
- 14 7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

15 Powers of Trustees

- 15 1 The Trustees have the following powers in the administration of the Charity
- 15 1 1 at their absolute discretion, to appoint (and remove) any person or corporate entity (who may also be a Trustee) to act as Secretary to the Charity in accordance with the Act,
 - 15 1 2 to appoint a Chairperson, Treasurer and other honorary offices from among their numbers,
 - 15 1 3 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings, and
 - 15 1 4 to exercise any powers of the Charity which are not reserved to a general meeting

16 Rules and regulations

- 16 1 The Board of Trustees may from time to time make such rules or regulations consistent always with the terms of these Articles as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity and its affairs, including rules or regulations to govern
- 16 1 1 proceedings at Board meetings and at meetings of committees,
 - 16 1 2 the administration of the Charity,
 - 16 1 3 the rights and privileges of Full Members and Associate Members,
 - 16 1 4 the conditions of Full Membership and Associate Membership,
 - 16 1 5 the terms on which Full Members and Associate Members may resign or have their membership terminated (in addition to those circumstances set out in Article 11 7 in which membership shall terminate),
 - 16 1 6 the level of subscriptions or other fees payable by the Full Members (if any) and Associate Members,
 - 16.1 7 the conduct of Members in relation to one another and to the Charity's officers and employees, and
 - 16 1 8 generally all such matters as are commonly the subject matter of company rules
- 16 2 A copy of all rules and regulations currently in force shall be kept with the minute books of the Charity and shall be published in such manner as the Board considers appropriate having regard to the subject matter of the rules
- 16 3 Any rules or regulations made by the Board from time to time may be repealed or amended by the Full Members in a general meeting, but consistent always with the terms of these Articles

- 16 4 The Trustees shall adopt such means as they deem sufficient to bring to the notice of Members all such rules and regulations which, so long as they shall be in force, shall be binding on the Members

17 Committees and Advisory Board

- 17 1 The Board may delegate to any committee consisting of two or more individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a resolution of the committee shall not be effective unless a majority of those present when it is passed are Trustees or it is ratified by the Board) provided that

17 1 1 all proceedings of every committee must be reported promptly to the Trustees, and

17 1 2 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying)

- 17 2 The Board may establish an advisory board comprising individuals who, in the opinion of the Board, have relevant experience in dealing with issues affecting the Charity. An advisory board shall have none of the rights or powers exercisable by a committee of the Board other than a power to advise the Board on any matters which have been referred to it by the Board. The members of an advisory board shall not, unless they are also Trustees, have the duties and responsibilities of company directors or charity trustees. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any advisory boards shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying

18 Patrons

- 18 1 The Trustees may appoint and remove any person or persons as a Patron of the Charity and on such terms as they think fit

- 18 2 At the date of adoption of these Articles, the Patrons of the Charity are

18 2 1 Valerie Singleton,

18 2 2 John Ponting,

18 2 3 Normal Bowler,

18 2 4 Dave Benson Phillips,

18 2 5 Sherrie Eugene,

18 2 6 Bernard Cribbins,

18 2 7 Susan Osman

19 Records & Accounts

- 19 1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Register of Companies and the Commission of

19 1 1 annual reports,

- 19 1 2 annual returns, and
- 19 1 3 annual statements of account
- 19 2 The Trustees must keep proper records of
 - 19 2 1 all proceedings at general meetings,
 - 19 2 2 all proceedings at meetings of the Trustees;
 - 19 2 3 all reports of committees, and
 - 19 2 4 all professional advice obtained
- 19 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours
- 19 4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee (both in their own right and in their capacity as Full Members), or to any other person who makes a written request and pays the Charity's reasonable costs, within two months of such request

20 Notices

- 20 1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Trustees by hand, or by post or by suitable electronic means
- 20 2 The Charity may deliver a notice or other document to a Member by the following means
 - 20 2 1 by delivering it personally to the Member,
 - 20 2 2 by post or hand delivery to the Members' address shown, in the case of Full Members, in the Register and, in the case of Associate Members at the last address as shall have been notified to the Charity from time to time,
 - 20 2 3 by electronic mail to an address notified by the Member in writing, or
 - 20 2 4 by a website, the address of which shall be notified to the Member in writing
- 20 3 Notices, resolutions, documents or information may be sent by means of a website provided that a Member has consented to receive notices, resolutions documents or information in that way A Member will be deemed to have agreed to receive notices, resolutions, documents and information in this way where they have been asked individually by the Charity to agree to receive notices, resolutions, documents and information through a website and the Charity has not received a response within the period of 28 days beginning with the date on which the Charity's request was sent A Member is not taken to have so agreed if the Charity's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after the previous request was made
- 20 4 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
 - 20 4 1 24 hours after being sent by electronic means or delivered by hand to the relevant address,
 - 20 4 2 two clear days after being sent by first class post to that address,
 - 20 4 3 three clear days after being sent by second class or overseas post to that address,

- 20 4 4 when the notice was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the notice was available on the website,
- 20 4 5 on being handed to the Member (or, in the case of a member organisation, its authorised representative) personally, or, if earlier
- 20 4 6 as soon as the Member acknowledges actual receipt.
- 20 5 A technical defect in the giving of notice of a meeting of which the Trustees are unaware at the time does not invalidate decisions taken at that meeting

21 Indemnity

The Charity may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act

22 Dissolution

- 22 1 If upon the winding-up or dissolution of the Charity 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 the Charity, but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Charity under or by virtue of Articles 5 and 6 hereof, such institution or institutions to be determined by the Members of the Charity 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 object
- 22 2 A final report and statement of account must be sent to the Commission

23 Model Articles

The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) shall not apply to the Charity.

24 Interpretation

- 24 1 In these Articles

"**the Act**" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 1985 for the time being in force

"**these Articles**" means these Articles of association

"**Associate Member**" means a person who has been appointed an associate member of the Charity in accordance with Article 11 and who has no right to have his name entered on the Register (and "**Associate Membership**" shall be construed accordingly)

"**authorised representative**" means an individual who is authorised in writing by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary

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

"**Board**" means the board of trustees of the Charity

"Chairperson" means the chair of the Board appointed in accordance with Article 15 1 2

"the Charity" means the company governed by these Articles

"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

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

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

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee,
- (b) the spouse or civil partner of any person in (a),
- (c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to that of a spouse or civil partner, or
- (d) any company, LLP or partnership of which a Trustee is a paid director, member, partner or employee or a holder of more than 2% of the share capital or capital and

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

"Full Member" means a person who has been appointed a full member of the Charity in accordance with Article 11 and whose name is entered on the Register (and **"Full Membership"** shall be construed accordingly)

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

"Members" means together the Associate Members and Full Members and **"Membership"** means either Full Membership or Associate Membership or both as the context requires

"Memorandum" means the Charity's memorandum of association

"month" means calendar month

"Register" means the register of Full Members of the Charity to be kept pursuant to section 113 of the Act

"Secretary" means the secretary of the Charity

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

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

"Trustee" means each of the directors of the Charity under the Act (and **"Trustees"** means all of the directors)

"written" or **"in writing"** refers to a legible document on paper including a fax message

"year" means calendar year.

24 2 Expressions defined in the Act have the same meaning.

24 3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it