

**COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM AND ARTICLES
OF ASSOCIATION**

-OF-

**THE NATIONAL COMMUNITIES RESOURCE
CENTRE LIMITED**

ADOPTED BY A SPECIAL RESOLUTION PASSED ON

.....

**DATE OF INCORPORATION: 25 SEPTEMBER 1991
COMPANY NUMBER: 02648892
CHARITY NUMBER: 1005555**

**BRABNERS LLP
HORTON HOUSE
EXCHANGE FLAGS
LIVERPOOL
L2 3YL
(REF. GDH.36643-774)**



COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

-OF-

THE NATIONAL COMMUNITIES RESOURCE
CENTRE LIMITED

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

Name of each subscriber

Authentication by subscriber

Peter Stuart Chapman

Tim Oshodi

Professor Anne Power

Lord Richard George Rogers

Afsana Shukur

Timothy Willatt Slack

Mary Josephine White

Dated: 7 August 1991

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

-OF-

**THE NATIONAL COMMUNITIES RESOURCE
CENTRE LIMITED**

1. Name

The company's name is The National Communities Resource Centre Limited (and in this document it is called "the Charity").

2. Registered office

The Charity's registered office is to be situated in England.

3. Objects

The Charity's objects ("the Objects") are to provide training and support to all those living and working in low-income communities across the UK to develop their skills, confidence and capacity to tackle problems and reverse poor conditions and for the promotion of all other such things as may be beneficial to the community as may be charitable under the laws of England and Wales particularly in relation to housing matters.

4. Powers

4.1 In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):

- 4.1.1 to establish whether by purchase leasing or otherwise a centre for the training of persons living and/or working in low income communities and in particular to provide a centre for the training of members of tenants associations and residents groups in the renting letting management and provision of housing in the social and public sector;
- 4.1.2 to cause to be written, and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or other modern media;
- 4.1.3 to hold exhibitions, meetings, lectures, classes, seminars and courses either alone or with others;
- 4.1.4 to foster and undertake research into any aspect of the Objects of the Charity and its work and to disseminate the results of any such research;
- 4.1.5 to raise funds. In doing so, the Charity must not undertake any substantial permanent taxable trading activity and must comply with any relevant statutory regulations;
- 4.1.6 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.1.7 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with Part 7 of the Charities Act 2011;

- 4.1.8 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed. The Charity must comply as appropriate with Part 7 of the Charities Act 2011 if it wishes to mortgage land;
 - 4.1.9 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
 - 4.1.10 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
 - 4.1.11 to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
 - 4.1.12 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
 - 4.1.13 to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Director only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;
 - 4.1.14 to:
 - 4.1.14.1 deposit or invest funds;
 - 4.1.14.2 employ a professional fund manager; and
 - 4.1.14.3 arrange for the investments or other property of the Charity to be held in the name of a nominee company;

in the same manner and subject to the same conditions as the Directors of a trust are permitted to do by the Trustee Act 2000;
 - 4.1.15 to insure and arrange insurance cover for, and to indemnify its officers, servants and voluntary workers and those of its members from and against any such liability as is mentioned in sub-clause 4.2 of this clause, but subject to the restrictions specified in sub-clause 4.3 of the clause;
 - 4.1.16 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;
 - 4.1.17 to do all such other lawful things as are necessary for the achievement of the Objects.
- 4.2 The liabilities referred to in sub-clause 4.1.15 are:
- 4.2.1 any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;
 - 4.2.2 the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).
- 4.3 The following liabilities are excluded from sub-clause 4.2.1:
- 4.3.1 fines;
 - 4.3.2 costs of unsuccessfully defending criminal prosecutions for offences arising out of fraud, dishonesty or wilful or reckless misconduct of the director or other officer;

- 4.3.3 liabilities to the Charity that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.

There is excluded from sub-clause 4.2.2 any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

5. Income and property

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of its Objects.
- 5.2 A Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity and subject to the restrictions in sub-clause 4.2 and 4.3, a Director may benefit from trustee indemnity insurance cover purchased at the Charity's expense.
- 5.3 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Director receiving:
- 5.3.1 a benefit from the Charity in the capacity of a beneficiary of the Charity;
 - 5.3.2 reasonable and proper remuneration for any goods or services supplied to the Charity.
- 5.4 No Director may:
- 5.4.1 buy any goods or services from the Charity;
 - 5.4.2 sell goods, services, or any interest in land to the Charity;
 - 5.4.3 be employed by, or receive any remuneration from the Charity;
 - 5.4.4 receive any other financial benefit from the Charity;
- unless:
- 5.4.4.1 the payment is permitted by sub-clause 5.5 of this clause and the Directors follow the procedure and observe the conditions set out in sub-clause 5.6 of this clause; or
 - 5.4.4.2 the Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.
- 5.5 Director benefits:
- 5.5.1 A Director may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
 - 5.5.2 A Director may be employed by the Charity or enter into a contract for the supply of goods and services to the Charity, other than for acting as a Director.
 - 5.5.3 A Director may receive interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors.

- 5.5.4 A company of which a Director is a member may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company.
- 5.5.5 A Director may receive rent for premises let by the Director to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper.
- 5.6 The Charity and its Directors may only rely upon the authority provided by sub-clause 5.5 if each of the following conditions is satisfied:
 - 5.6.1 The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances.
 - 5.6.2 The Director is absent from any part of any meeting at which there is discussion of:
 - 5.6.2.1 his or her employment or remuneration, or any matter concerning the contract; or
 - 5.6.2.2 his or her performance in the employment, or his or her performance of the contract; or
 - 5.6.2.3 any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5.5; or
 - 5.6.2.4 any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5.5.
 - 5.6.3 The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
 - 5.6.4 The other Directors are satisfied that it is in the interests of the Charity to employ or to contract with that Director rather than somebody who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of not doing so (especially the loss of that Director's services as a result of dealing with the Director's conflict of interests).
 - 5.6.5 The reason for their decision is recorded by the Directors in the minute book.
 - 5.6.6 A majority of the Directors then in office have received no such payment.

The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is: a partner; an employee; a consultant; a director; or a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

- 5.7 In sub-clauses 5.2 - 5.6 of this clause 5:
 - 5.7.1 "Charity" shall include any company in which the Charity:
 - 5.7.1.1 holds more than 50% of the shares; or
 - 5.7.1.2 controls more than 50% of the voting rights attached to the shares; or
 - 5.7.1.3 has the right to appoint one or more Directors to the Board of the company.
 - 5.7.2 "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner.

6. Limited liability

The liability of the Members is limited.

7. Guarantee

Every Member promises, if the Charity is dissolved while he or she is a Member or within twelve months after he or she ceases to be a Member, to contribute such sum (not exceeding £1.00) as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a Member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories amongst themselves.

8. Dissolution

8.1 The Members of the Charity may at any time before, and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

8.1.1 directly for the Objects; or

8.1.2 by transfer to any charity or charities for purposes similar to the Objects; or

8.1.3 to any charity for use for particular purposes that fall within the Objects;

8.2 Subject to any such resolution of the Members of the Charity, the Directors of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:

8.2.1 directly for the Objects; or

8.2.2 by transfer to any charity or charities for purposes similar to the Objects; or

8.2.3 to any charity or charities for use for particular purposes that fall within the Objects.

8.3 In no circumstances shall the net assets of the Charity be paid or distributed amongst the Members of the Charity (except to a Member that is itself a charity) and if no such resolution is passed by the Members or the Directors the net assets shall be applied for charitable purposes as directed by the court or the Commission.

9. The Directors

9.1 The Directors as charity trustees have control of the Charity and its property and funds.

9.2 The Directors may be no less than three and no more than 10 in number. A Director may not. A Director may not act as a Director unless he / she:

9.2.1 has signed a written declaration confirming his or her willingness and eligibility to act as a charity trustee of the Charity and to act only in the best interests of the Charity;

9.2.2 is over the age of 18 years.

9.3 Directors are appointed by the Members for such terms of office as the Members shall determine not exceeding three years.

9.4 A Director's term of office as such automatically terminates if he / she:

9.4.1 is disqualified under the Charities Act from acting as a charity trustee;

- 9.4.2 is incapable, whether mentally or physically, of managing his / her own affairs;
 - 9.4.3 resigns by written notice to the Directors (but only if at least three Directors will remain in office); or
 - 9.4.4 is removed by the Members.
- 9.5 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

10. Directors' proceedings

- 10.1 The Directors must hold at least two meetings each year.
- 10.2 A quorum at a meeting of the Directors is at least two or one third of the Directors in office, whichever is the greater.
- 10.3 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.
- 10.4 The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 10.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by a majority of two thirds of the Directors entitled to receive notice of a meeting (other than any Conflicted Director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 10.6 Every Director has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.
- 10.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

11. Directors' powers

The Directors have the following powers in the administration of the Charity:

- 11.1 To appoint (and remove) any person (who may be a Director) to act as Secretary in accordance with the Companies Act.
- 11.2 To appoint a Chair from among their number. The Chair will act as such for a term of one year and may be reappointed on the expiration of the said term.
- 11.3 To appoint a Treasurer and other honorary officers from among their number.
- 11.4 To confer (but only with the prior written consent of the Members) on any individual (with his / her consent) the honorary title of Patron, President or Vice-President of the Charity.
- 11.5 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors.
- 11.6 To make rules or bye laws consistent with the Memorandum, the Articles and the Companies Act to govern (without limitation):
- 11.6.1 proceedings of the Trustees and proceedings of committees;
 - 11.6.2 the administration of the Charity;

- 11.6.3 the appointment, term of office and removal of any honorary officer;
- 11.6.4 any procedures for the resolution of disputes or differences within the Charity.
- 11.7 To establish a code or codes of conduct setting out standards of conduct required of Trustees, employees, volunteers and others involved in the Charity.
- 11.8 To exercise any powers of the Charity which are not reserved to the Members.

12. Records and Accounts

- 12.1 The Directors must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
 - 12.1.1 annual returns / confirmation statements;
 - 12.1.2 annual reports; and
 - 12.1.3 annual statements of account.
- 12.2 The Directors must also keep records of:
 - 12.2.1 all proceedings at meetings of the Directors;
 - 12.2.2 all resolutions in writing;
 - 12.2.3 all reports of committees; and
 - 12.2.4 all professional advice obtained.
- 12.3 Accounting records relating to the Charity must be made available for inspection by any Director at any time during normal office hours.
- 12.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Director. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

13. Membership

- 13.1 The Charity must maintain a Register of Members.
- 13.2 Membership is open to any person interested in furthering the Objects and approved by the Members.
- 13.3 Membership is not transferable.
- 13.4 The Directors may recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

14. General Meetings

- 14.1 Members are entitled to attend general meetings in person, by proxy (but only if the appointment of a proxy is in writing and notified to the Secretary before the commencement of the meeting) or, in the case of a Member who is an organisation, by way of an authorised representative.

- 14.2 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 14.3 There is a quorum at a general meeting if the number of Members present in person, by proxy or by way of an authorised representative is one.
- 14.4 The chair at a general meeting is elected by the Members present.
- 14.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 14.6 Every Member present has one vote on each issue.
- 14.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 14.8 The Charity may (but need not) hold an AGM in any year.
- 14.9 Members must annually:
- 14.9.1 receive the accounts of the Charity for the previous financial year;
 - 14.9.2 receive a written report on the Charity's activities;
 - 14.9.3 appoint reporting accountants or auditors for the Charity.
- 14.10 A general meeting may be called by the Directors at any time and must be called within 21 days of a written request from one or more Directors, at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.
- 14.11 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution.

15. Communications

- 15.1 Notices and other documents to be served on Members or Directors under the Articles or the Companies Act may be served:
- 15.1.1 by hand;
 - 15.1.2 by post; or
 - 15.1.3 by suitable electronic means.
- 15.2 The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the Register of Members.
- 15.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 15.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 15.3.2 two clear days after being sent by first class post to that address;
 - 15.3.3 three clear days after being sent by second class or overseas post to that address;

- 15.3.4 immediately on being handed to the recipient personally; or, if earlier,
- 15.3.5 as soon as the recipient acknowledges actual receipt.
- 15.4 A technical defect in service of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

16. Interpretation

- 16.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

- 16.2 In the Articles, unless the context indicates another meaning:

'AGM' means an annual general meeting of the Charity;

'the Articles' means the Charity's Articles of Association;

'Chair' means the chair of the Directors;

'the Charity' means the company governed by the Articles;

'the Charities Act' means the Charities Acts 1992 to 2016;

'charity trustee' has the meaning prescribed by the Charities Act;

'clear day' does not include the day on which notice is given or the day of the meeting or other event;

'the Commission' means the Charity Commission for England and Wales or any body which replaces it;

'the Companies Act' means the Companies Act 2006;

'Conflicted Director' means a Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Director or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) 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;

'Connected Person' means, in relation to a Director, a person with whom the Director shares a common interest such that he / she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Director's family or household or a person or body who is a business associate of the Director, and (for the avoidance of doubt) does not include a company with which the Director's only connection is an interest consisting of no more than 1% of the voting rights;

'constitution' means the Memorandum and the Articles and any special resolutions relating to them;

'Director' means a director of the Charity and 'Directors' means the directors;

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

'financial year' means the Charity's financial year;

'firm' includes a limited liability partnership;

'indemnity insurance' means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Member' and 'Membership' refer to company membership of the Charity;

'Memorandum' means the Charity's Memorandum of Association;

'month' means calendar month;

'nominee company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;

'the Objects' means the Objects of the Charity as defined in clause 3;

'resolution in writing' means a written resolution of the Directors;

'Secretary' means a company secretary;

'special resolution' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power;

'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

'written' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

'written resolution' refers to an ordinary or a special resolution which is in writing;

'year' means calendar year.

- 16.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 16.4 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 16.5 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

**COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM AND ARTICLES
OF ASSOCIATION**

-OF-

**THE NATIONAL COMMUNITIES RESOURCE
CENTRE LIMITED**

ADOPTED BY A SPECIAL RESOLUTION PASSED ON

11 DECEMBER 2020

**DATE OF INCORPORATION: 25 SEPTEMBER 1991
COMPANY NUMBER: 02648892
CHARITY NUMBER: 1005555**

**BRABNERS LLP
HORTON HOUSE
EXCHANGE FLAGS
LIVERPOOL
L2 3YL
(REF. GDH.36643-774)**

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

-OF-

THE NATIONAL COMMUNITIES RESOURCE
CENTRE LIMITED

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

Name of each subscriber

Authentication by subscriber

Peter Stuart Chapman

Tim Oshodi

Professor Anne Power

Lord Richard George Rogers

Afsana Shukur

Timothy Willatt Slack

Mary Josephine White

Dated: 7 August 1991

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

-OF-

**THE NATIONAL COMMUNITIES RESOURCE
CENTRE LIMITED**

1. Name

The company's name is The National Communities Resource Centre Limited (and in this document it is called "the Charity").

2. Registered office

The Charity's registered office is to be situated in England.

3. Objects

The Charity's objects ("the Objects") are to provide training and support to all those living and working in low-income communities across the UK to develop their skills, confidence and capacity to tackle problems and reverse poor conditions and for the promotion of all other such things as may be beneficial to the community as may be charitable under the laws of England and Wales particularly in relation to housing matters.

4. Powers

4.1 In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):

- 4.1.1** to establish whether by purchase leasing or otherwise a centre for the training of persons living and/or working in low income communities and in particular to provide a centre for the training of members of tenants associations and residents groups in the renting letting management and provision of housing in the social and public sector;
- 4.1.2** to cause to be written, and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or other modern media;
- 4.1.3** to hold exhibitions, meetings, lectures, classes, seminars and courses either alone or with others;
- 4.1.4** to foster and undertake research into any aspect of the Objects of the Charity and its work and to disseminate the results of any such research;
- 4.1.5** to raise funds. In doing so, the Charity must not undertake any substantial permanent taxable trading activity and must comply with any relevant statutory regulations;
- 4.1.6** to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.1.7** to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with Part 7 of the Charities Act 2011;

- 4.1.8 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed. The Charity must comply as appropriate with Part 7 of the Charities Act 2011 if it wishes to mortgage land;
 - 4.1.9 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
 - 4.1.10 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
 - 4.1.11 to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
 - 4.1.12 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
 - 4.1.13 to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Director only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;
 - 4.1.14 to:
 - 4.1.14.1 deposit or invest funds;
 - 4.1.14.2 employ a professional fund manager; and
 - 4.1.14.3 arrange for the investments or other property of the Charity to be held in the name of a nominee company;

in the same manner and subject to the same conditions as the Directors of a trust are permitted to do by the Trustee Act 2000;
 - 4.1.15 to insure and arrange insurance cover for, and to indemnify its officers, servants and voluntary workers and those of its members from and against any such liability as is mentioned in sub-clause 4.2 of this clause, but subject to the restrictions specified in sub-clause 4.3 of the clause;
 - 4.1.16 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;
 - 4.1.17 to do all such other lawful things as are necessary for the achievement of the Objects.
- 4.2 The liabilities referred to in sub-clause 4.1.15 are:
- 4.2.1 any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;
 - 4.2.2 the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).
- 4.3 The following liabilities are excluded from sub-clause 4.2.1:
- 4.3.1 fines;
 - 4.3.2 costs of unsuccessfully defending criminal prosecutions for offences arising out of fraud, dishonesty or wilful or reckless misconduct of the director or other officer;

- 4.3.3 liabilities to the Charity that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.

There is excluded from sub-clause 4.2.2 any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

5. Income and property

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of its Objects.

- 5.2 A Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity and subject to the restrictions in sub-clause 4.2 and 4.3, a Director may benefit from trustee indemnity insurance cover purchased at the Charity's expense.

- 5.3 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Director receiving:

5.3.1 a benefit from the Charity in the capacity of a beneficiary of the Charity;

5.3.2 reasonable and proper remuneration for any goods or services supplied to the Charity.

- 5.4 No Director may:

5.4.1 buy any goods or services from the Charity;

5.4.2 sell goods, services, or any interest in land to the Charity;

5.4.3 be employed by, or receive any remuneration from the Charity;

5.4.4 receive any other financial benefit from the Charity;

unless:

5.4.4.1 the payment is permitted by sub-clause 5.5 of this clause and the Directors follow the procedure and observe the conditions set out in sub-clause 5.6 of this clause; or

5.4.4.2 the Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

- 5.5 Director benefits:

5.5.1 A Director may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.

5.5.2 A Director may be employed by the Charity or enter into a contract for the supply of goods and services to the Charity, other than for acting as a Director.

5.5.3 A Director may receive interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors.

- 5.5.4 A company of which a Director is a member may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company.
- 5.5.5 A Director may receive rent for premises let by the Director to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper.
- 5.6 The Charity and its Directors may only rely upon the authority provided by sub-clause 5.5 if each of the following conditions is satisfied:
 - 5.6.1 The remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances.
 - 5.6.2 The Director is absent from any part of any meeting at which there is discussion of:
 - 5.6.2.1 his or her employment or remuneration, or any matter concerning the contract; or
 - 5.6.2.2 his or her performance in the employment, or his or her performance of the contract; or
 - 5.6.2.3 any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5.5; or
 - 5.6.2.4 any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5.5.
 - 5.6.3 The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
 - 5.6.4 The other Directors are satisfied that it is in the interests of the Charity to employ or to contract with that Director rather than somebody who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of not doing so (especially the loss of that Director's services as a result of dealing with the Director's conflict of interests).
 - 5.6.5 The reason for their decision is recorded by the Directors in the minute book.
 - 5.6.6 A majority of the Directors then in office have received no such payment.

The employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is: a partner; an employee; a consultant; a director; or a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

- 5.7 In sub-clauses 5.2 - 5.6 of this clause 5:
 - 5.7.1 "Charity" shall include any company in which the Charity:
 - 5.7.1.1 holds more than 50% of the shares; or
 - 5.7.1.2 controls more than 50% of the voting rights attached to the shares; or
 - 5.7.1.3 has the right to appoint one or more Directors to the Board of the company.
 - 5.7.2 "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner.

6. Limited liability

The liability of the Members is limited.

7. Guarantee

Every Member promises, if the Charity is dissolved while he or she is a Member or within twelve months after he or she ceases to be a Member, to contribute such sum (not exceeding £1.00) as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a Member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories amongst themselves.

8. Dissolution

8.1 The Members of the Charity may at any time before, and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

8.1.1 directly for the Objects; or

8.1.2 by transfer to any charity or charities for purposes similar to the Objects; or

8.1.3 to any charity for use for particular purposes that fall within the Objects;

8.2 Subject to any such resolution of the Members of the Charity, the Directors of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred:

8.2.1 directly for the Objects; or

8.2.2 by transfer to any charity or charities for purposes similar to the Objects; or

8.2.3 to any charity or charities for use for particular purposes that fall within the Objects.

8.3 In no circumstances shall the net assets of the Charity be paid or distributed amongst the Members of the Charity (except to a Member that is itself a charity) and if no such resolution is passed by the Members or the Directors the net assets shall be applied for charitable purposes as directed by the court or the Commission.

9. The Directors

9.1 The Directors as charity trustees have control of the Charity and its property and funds.

9.2 The Directors may be no less than three and no more than 10 in number. A Director may not. A Director may not act as a Director unless he / she:

9.2.1 has signed a written declaration confirming his or her willingness and eligibility to act as a charity trustee of the Charity and to act only in the best interests of the Charity;

9.2.2 is over the age of 18 years.

9.3 Directors are appointed by the Members for such terms of office as the Members shall determine not exceeding three years.

9.4 A Director's term of office as such automatically terminates if he / she:

9.4.1 is disqualified under the Charities Act from acting as a charity trustee;

- 9.4.2 is incapable, whether mentally or physically, of managing his / her own affairs;
 - 9.4.3 resigns by written notice to the Directors (but only if at least three Directors will remain in office); or
 - 9.4.4 is removed by the Members.
- 9.5 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

10. Directors' proceedings

- 10.1 The Directors must hold at least two meetings each year.
- 10.2 A quorum at a meeting of the Directors is at least two or one third of the Directors in office, whichever is the greater.
- 10.3 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.
- 10.4 The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 10.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by a majority of two thirds of the Directors entitled to receive notice of a meeting (other than any Conflicted Director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 10.6 Every Director has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.
- 10.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

11. Directors' powers

The Directors have the following powers in the administration of the Charity:

- 11.1 To appoint (and remove) any person (who may be a Director) to act as Secretary in accordance with the Companies Act.
- 11.2 To appoint a Chair from among their number. The Chair will act as such for a term of one year and may be reappointed on the expiration of the said term.
- 11.3 To appoint a Treasurer and other honorary officers from among their number.
- 11.4 To confer (but only with the prior written consent of the Members) on any individual (with his / her consent) the honorary title of Patron, President or Vice-President of the Charity.
- 11.5 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors.
- 11.6 To make rules or bye laws consistent with the Memorandum, the Articles and the Companies Act to govern (without limitation):
 - 11.6.1 proceedings of the Trustees and proceedings of committees;
 - 11.6.2 the administration of the Charity;

- 11.6.3 the appointment, term of office and removal of any honorary officer;
- 11.6.4 any procedures for the resolution of disputes or differences within the Charity.
- 11.7 To establish a code or codes of conduct setting out standards of conduct required of Trustees, employees, volunteers and others involved in the Charity.
- 11.8 To exercise any powers of the Charity which are not reserved to the Members.

12. Records and Accounts

- 12.1 The Directors must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
 - 12.1.1 annual returns / confirmation statements;
 - 12.1.2 annual reports; and
 - 12.1.3 annual statements of account.
- 12.2 The Directors must also keep records of:
 - 12.2.1 all proceedings at meetings of the Directors;
 - 12.2.2 all resolutions in writing;
 - 12.2.3 all reports of committees; and
 - 12.2.4 all professional advice obtained.
- 12.3 Accounting records relating to the Charity must be made available for inspection by any Director at any time during normal office hours.
- 12.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Director. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

13. Membership

- 13.1 The Charity must maintain a Register of Members.
- 13.2 Membership is open to any person interested in furthering the Objects and approved by the Members.
- 13.3 Membership is not transferable.
- 13.4 The Directors may recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

14. General Meetings

- 14.1 Members are entitled to attend general meetings in person, by proxy (but only if the appointment of a proxy is in writing and notified to the Secretary before the commencement of the meeting) or, in the case of a Member who is an organisation, by way of an authorised representative.

- 14.2 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 14.3 There is a quorum at a general meeting if the number of Members present in person, by proxy or by way of an authorised representative is one.
- 14.4 The chair at a general meeting is elected by the Members present.
- 14.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 14.6 Every Member present has one vote on each issue.
- 14.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 14.8 The Charity may (but need not) hold an AGM in any year.
- 14.9 Members must annually:
 - 14.9.1 receive the accounts of the Charity for the previous financial year;
 - 14.9.2 receive a written report on the Charity's activities;
 - 14.9.3 appoint reporting accountants or auditors for the Charity.
- 14.10 A general meeting may be called by the Directors at any time and must be called within 21 days of a written request from one or more Directors, at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.
- 14.11 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution.

15. Communications

- 15.1 Notices and other documents to be served on Members or Directors under the Articles or the Companies Act may be served:
 - 15.1.1 by hand;
 - 15.1.2 by post; or
 - 15.1.3 by suitable electronic means.
- 15.2 The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the Register of Members.
- 15.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 15.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 15.3.2 two clear days after being sent by first class post to that address;
 - 15.3.3 three clear days after being sent by second class or overseas post to that address;

- 15.3.4 immediately on being handed to the recipient personally; or, if earlier,
- 15.3.5 as soon as the recipient acknowledges actual receipt.
- 15.4 A technical defect in service of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

16. Interpretation

- 16.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

- 16.2 In the Articles, unless the context indicates another meaning:

'AGM' means an annual general meeting of the Charity;

'the Articles' means the Charity's Articles of Association;

'Chair' means the chair of the Directors;

'the Charity' means the company governed by the Articles;

'the Charities Act' means the Charities Acts 1992 to 2016;

'charity trustee' has the meaning prescribed by the Charities Act;

'clear day' does not include the day on which notice is given or the day of the meeting or other event;

'the Commission' means the Charity Commission for England and Wales or any body which replaces it;

'the Companies Act' means the Companies Act 2006;

'Conflicted Director' means a Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Director or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) 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;

'Connected Person' means, in relation to a Director, a person with whom the Director shares a common interest such that he / she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Director's family or household or a person or body who is a business associate of the Director, and (for the avoidance of doubt) does not include a company with which the Director's only connection is an interest consisting of no more than 1% of the voting rights;

'constitution' means the Memorandum and the Articles and any special resolutions relating to them;

'Director' means a director of the Charity and 'Directors' means the directors;

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

'financial year' means the Charity's financial year;

'firm' includes a limited liability partnership;

'indemnity insurance' means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Member' and 'Membership' refer to company membership of the Charity;

'Memorandum' means the Charity's Memorandum of Association;

'month' means calendar month;

'nominee company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;

'the Objects' means the Objects of the Charity as defined in clause 3;

'resolution in writing' means a written resolution of the Directors;

'Secretary' means a company secretary;

'special resolution' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power;

'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

'written' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

'written resolution' refers to an ordinary or a special resolution which is in writing;

'year' means calendar year.

- 16.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 16.4 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 16.5 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.