

Registered Number: 02674379

Articles of Association

of

THE NATIONAL ASSOCIATION FOR SPECIAL EDUCATIONAL NEEDS (NASEN)

as amended by special resolutions dated 3 February 2007, 29 September 2012, 6 July 2018 and
13 September 2018

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 2006



COMPANY NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

**THE NATIONAL ASSOCIATION FOR SPECIAL
EDUCATIONAL NEEDS (NASEN)**

PART A. INTRODUCTION

1 INTERPRETATION

1.1 In these Articles:

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| "the Act" | means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Charity and any statutory modification or re-enactment thereof for the time being in force |
| "the Articles" | means these Articles of Association of the Charity |
| "the Board" | means the board of Trustees of the Charity and (where appropriate) includes a Committee and the Trustees acting by written resolution |
| "Board Meeting" | means a meeting of the Board |
| "Business Day" | means any day other than a Saturday, Sunday, bank holiday or public holiday |
| "Chair" | means (subject to the context) either the person elected as chair of the Charity under Article 27 or where the chair of the Charity is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time |
| "the Charity" | means the charitable company intended to be Regulated by the Articles |
| "Charity Commission" | means the Charity Commission for England and Wales |
| "Clear Days" | <i>in relation to a period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect</i> |
| "Committee" | means a committee of the Board exercising powers delegated to it by the Board |

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| "Companies House" | means the office of the Registrar of Companies |
| "General Meeting" | means a meeting of Members |
| "including" | means "including without limitation" and "include" and "includes" are to be construed accordingly |
| "Member" | means a member for the time being of the Charity who is admitted under Article 6 |
| "the Memorandum" | means the Memorandum of Association of the Charity |
| "the Objects" | means the objects of the Charity set out in Article 3 |
| "Observers" | means those persons (other than Trustees) present under Article 29 at a Board Meeting |
| "Registered Office" | means the registered office of the Charity |
| "Secretary" | means the secretary of the Charity including a joint, assistant or deputy secretary |
| "Trustee" | means a company director and charity trustee of the Charity who is appointed under Article 19 |
| "United Kingdom" | means Great Britain and Northern Ireland |
| "Vice-Chair" | means a person elected as a Vice-Chair of the Charity under Article 27 |
| "Working Party" | means a body established by the Board to make recommendations to the Board but without decision-making powers |

1.2 In the Articles:

- 1.2.1 terms defined in the Act are to have the same meaning;
- 1.2.2 references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa;
- 1.2.3 references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships;
- 1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;
- 1.2.5 references to articles are to those within the Articles; and
- 1.2.6 headings are not to affect the interpretation of the Articles.

1.3 For the avoidance of doubt the system of law governing the Memorandum and the Articles is the law of England and Wales.

1.4 None of the model articles in the Companies (Model Articles) Regulations 2008 apply to the Charity.

1.5 Throughout the Articles "charitable" means charitable in accordance with the law of England and Wales provided that it will not include any purpose that is not charitable in accordance with Section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and Section 2 of the Charities Act (Northern Ireland) 2008.

2 NAME

The name of the Charity is the National Association for Special Educational Needs (NASEN).

3 OBJECTS

The objects of the Charity are to promote the education, training, advancement, development and care of all infants, children, young persons and others of whatever age with learning differences by, but not limited to, providing relevant information, training and resources to education professionals who work with such people.

4 POWERS

The Charity may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Articles in order to further the Objects (but not otherwise) and in particular it has powers:

Staff and Volunteers

4.1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants;

4.2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;

Property

4.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);

4.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;

4.5 to sell, lease, license, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 2011);

4.6 to provide accommodation for any other charitable organisation on such terms as the Board decides (including rent-free or at nominal or non-commercial rents) subject to the restrictions in the Charities Act 2011;

Borrowing

4.7 to borrow and give security for loans;

Grants and Loans

- 4.8 to make grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 2011);

Fund Raising

- 4.9 to raise funds, to invite and receive contributions;

Trading

- 4.10 to trade in the course of carrying out the Objects and to charge for services;

Publicity

- 4.11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Charity and other organisations operating in similar fields;
- 4.12 to promote or carry out research and publish the results of it;

Contracts

- 4.13 to co-operate with and enter into contracts with any person;

Bank or building society accounts

- 4.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Charity;

Investments

- 4.15 to:-
- 4.15.1 deposit or invest funds;
 - 4.15.2 employ a professional fund-manager; and
 - 4.15.3 arrange for the investments or other property of the Charity to be held in the name of a nominee
- in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000.

Insurance

- 4.16 to insure the assets of the Charity to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);
- 4.17 to insure and to indemnify the Charity's employees and voluntary workers from and against all risks incurred in the proper performance of their duties;

- 4.18 to take out insurance to protect the Charity and those who use premises owned by or let or hired to the Charity;
- 4.19 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;

Other organisations

- 4.20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, community benefit societies, associations or institutions which have purposes which include the Objects or to carry on any other relevant charitable purposes;
- 4.21 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them;
- 4.22 to amalgamate with any charity which has objects similar to the Objects;
- 4.23 to undertake and execute any charitable trusts;
- 4.24 to affiliate, register, subscribe to or join any organisation;
- 4.25 to act as agent or trustee for any organisation;

Reserves

- 4.26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

Formation expenses

- 4.27 to pay the costs of forming the Charity and of complying with all relevant registration requirements; and

General

- 4.28 to do anything else within the law which is incidental and conducive to the Objects.

5 APPLICATION OF FUNDS

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise however, by way of profit to Members. For the avoidance of doubt this does not prevent a Member who is not also a Trustee receiving:
 - 5.1.1 a benefit from the Charity in the capacity of a beneficiary of the Charity; or
 - 5.1.2 reasonable and proper remuneration as an employee of the Charity or for any goods or services supplied to the Charity.

5.2 General provisions

No Trustee or connected person may:

- 5.2.1 buy any goods or services from the Charity on terms preferential to those applicable members of the public;
- 5.2.2 sell goods, services or any interest in land to the Charity;
- 5.2.3 be employed by, or receive any remuneration from the Charity;
- 5.2.4 receive any other financial benefit from the Charity

unless the payment is permitted by Article 5.3 or authorised by the court or the prior written consent of the Charity Commission has been obtained.

In Article 5.2 a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

5.3 Scope and powers permitting Trustees' or connected persons' benefits

- 5.3.1 A Trustee or connected person may receive benefits provided in furtherance of the Objects where the Trustee or connected person is a beneficiary of the Charity and where those benefits are the same as or similar to benefits provided to other beneficiaries.
- 5.3.2 A Trustee or connected person may enter into a contract for the supply services or of goods that are supplied in connection with the provision of services to the Charity where that is permitted in accordance with, and subject to the conditions in, section 185 and 186 of the Charities Act 2011.
- 5.3.3 Subject to Article 5.4 a Trustee or connected person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or connected person.
- 5.3.4 A Trustee or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 5.3.5 A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 5.3.6 A Trustee or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 5.3.7 A Trustee may be reimbursed reasonable expenses properly incurred by him when acting on behalf of the Charity.
- 5.3.8 A Trustee may benefit from trustee indemnity insurance cover purchased by the Charity at the Charity's expense in accordance with these Articles or

in accordance with section 189 of the Charities Act 2011.

- 5.3.9 A Trustee may receive an indemnity from the Charity in accordance with these Articles.

5.4 Payment for supply of goods only – controls

The Charity and its Trustees may only rely upon the authority provided by Article 5.3.3 if each of the following conditions is satisfied:

- 5.4.1 The amount or maximum amount of the payment for goods is set out in an agreement in writing between the Charity or its Trustees (as the case may be) and the Trustee or connected person supplying the goods ("the supplier") under which the supplier is to supply the goods in question to or on behalf of the Charity.
- 5.4.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- 5.4.3 The other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so.
- 5.4.4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him with regard to the supply of goods to the Charity.
- 5.4.5 The supplier does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the relevant Board Meeting.
- 5.4.6 The reason for their decision is recorded by the Trustees in their minutes.
- 5.4.7 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 5.3.2 and Article 5.3.3.

5.5

- 5.5.1 In Articles 5.3 and 5.4 'Charity' includes any company in which the Charity:-
- (a) holds more than 50% of the shares;
 - (b) controls more than 50% of the voting rights attached to the shares; or
 - (c) has the right to appoint one or more directors to the board of the company.
- 5.5.2 In Article 5 'connected person' means:
- (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee;
 - (b) the spouse or civil partner of the Trustee or of any person falling

within Article 5.5.2(a) above;

- (c) a person carrying on business in partnership with the Trustee or with any person falling within Articles 5.5.2(a) or 5.5.2(b) above;
- (d) an institution which is controlled:
 - (i) by the Trustee or any connected person falling within Articles 5.5.2(a), 5.5.2(b) or 5.5.2(c); or
 - (ii) by two or more persons falling within Articles 5.5.2 (d) (i) when taken together; or
- (e) a body corporate in which:
 - (i) the Trustee or any connected person falling within Articles 5.5.2(a), 5.5.2(b) or 5.5.2(c) above has a substantial interest; or
 - (ii) two or more person falling within Articles 5.5.2(e)(i) who, when taken together, have a substantial interest.

Sections 350-352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article.

PART B. MEMBERSHIP

6 MEMBERS

6.1 The Members are:-

- 6.1.1 the subscribers to the Memorandum; and
- 6.1.2 subject to Article 7.1, others admitted to membership of the Charity by the Board (at the Board's sole discretion) under the Articles.

6.2 The minimum number of Members is three and the maximum is five.

7 ADMISSION OF MEMBERS

7.1 A person may not be admitted by the Board as a Member:-

- 7.1.1 unless he has signed a written application to become a Member in such form as the Board requires;
- 7.1.2 unless he is aged 18 or over; or
- 7.1.3 if he would immediately cease to be a Member under the Articles.

7.2 Subject to Article 8 a person admitted as a Member in accordance with Article 6.1 shall remain in office for period of three years from the date of his appointment.

7.3 Membership is personal and not transferable.

8 TERMINATION OF MEMBERSHIP

A person will cease to be a Member:-

- 8.1 on delivering written notice of resignation to the Registered Office;
- 8.2 if he dies;
- 8.3 if his term of office expires and he is not readmitted as a Member in accordance with Article 6.1; or
- 8.4 if the Board resolves to terminate his membership provided that he shall first have had reasonable opportunity to explain to the Board why he should not be removed.

9 LIABILITY OF MEMBERS

9.1 The liability of the Members is limited.

9.2 Every Member promises, if the Charity is wound up whilst he is a Member or within one year after ceasing to be a Member, to contribute such amount as is required up to a maximum of £1 towards:

- 9.2.1 winding up the Charity;
- 9.2.2 the payment of the debts and the payment of the costs, charges and expenses of liabilities incurred whilst the contributor was a Member; and
- 9.2.3 the adjustment of the rights of the contributories among themselves.

PART C. GENERAL MEETINGS

10 GENERAL MEETINGS

- 10.1 The Board may call a General Meeting at any time, to be held at such time and place as the Board decides subject to Article 11.
- 10.2 On receiving a requisition from the percentage of Members required under the Act the Board must promptly convene a General Meeting.

11 NOTICE OF GENERAL MEETINGS

- 11.1 Every General Meeting must be called by at least 14 Clear Days' notice.
- 11.2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Members at the General Meeting.
- 11.3 The notice must specify:-
 - 11.3.1 the time, date and place of the General Meeting;
 - 11.3.2 the general nature of the business to be transacted; and
 - 11.3.3 if a special resolution is proposed, the fact that the proposed resolution is a special resolution and the wording of the resolution.
- 11.4 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.
- 11.5 Notice of a General Meeting must be given to all of the Members, the Trustees and the Charity's auditors (if any).
- 11.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

12 QUORUM

- 12.1 No business may be transacted at a General Meeting unless a quorum is present.
- 12.2 The quorum for General Meetings is three Members or 50% of the Members for the time being (whichever is the greater) present in person or by proxy.
- 12.3 A Member may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 12.4 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.

- 12.5 If at the adjourned meeting there are again insufficient Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then the meeting shall be dissolved.
- 12.6 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Members.

13 CHAIR AT GENERAL MEETINGS

The first item of business at a General Meeting must be for the Members present to elect one of their number to chair that General Meeting.

14 ADJOURNMENT OF GENERAL MEETINGS

- 14.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 14.2 The Chair may also adjourn a General Meeting if it appears to the Chair that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 14.3 The only business that may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting that was adjourned.
- 14.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 14.1 or 14.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.
- 14.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

15 VOTING AT GENERAL MEETINGS

- 15.1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded. Subject to the provisions of these Articles or of any statute such a resolution may be passed by a simple majority of the votes cast at a General Meeting including proxy votes.
- 15.2 Each Member present in person or by proxy has one vote both on a show of hands and a ballot.
- 15.3 If there is an equality of votes on a show of hands or a ballot the Chair is not entitled to a second or casting vote and resolutions which fail to achieve the required majority will be lost.
- 15.4 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.

- 15.5 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

16 BALLOTS

- 16.1 A ballot may be demanded by the Chair or by any two Members before or on the declaration of the result of a show of hands.
- 16.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 16.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.
- 16.4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.
- 16.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.
- 16.6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

17 PROXIES

- 17.1 A Member may validly appoint a proxy by notice in writing which
- 17.1.1 states the name and address of the member appointing the proxy;
 - 17.1.2 identifies the person appointed to be that member's proxy and the General Meeting in relation to which that person is appointed;
 - 17.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - 17.1.4 is delivered to the Charity in accordance with the articles and any instructions contained in the notice of the General Meeting to which they relate.
- 17.2 A proxy need not be a Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 38. A proxy may not appoint another proxy.
- 17.3 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 17.4 A proxy will only be valid if the document appointing a proxy (and any power of

attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.

17.5 No document appointing a proxy will be valid for more than 12 months.

17.6 A vote given or ballot demanded by proxy is to be valid despite:-

17.6.1 the revocation of the proxy; or

17.6.2 the death or insanity of the principal

unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.

17.7 A proxy form will not be valid for any part of a General Meeting at which the Member who appointed the proxy is present.

18 MEMBERS' WRITTEN RESOLUTIONS

18.1 A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of eligible Members (provided that those Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting provided that:

18.1.1 a copy of the proposed resolution has been sent to every eligible Member;

18.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members have signified their agreement to the resolution; and

18.1.3 such agreement is contained in an authenticated document that has been received at the Registered Office within the period of 28 days beginning with the circulation date.

18.2 A resolution under Article 18.1 may consist of several documents in similar form each approved by one or more Members.

PART D. TRUSTEES

19 APPOINTMENT OF TRUSTEES

- 19.1 Unless the Board decides otherwise:-
 - 19.1.1 the minimum number of Trustees is 3; and
 - 19.1.2 the maximum number of Trustees is 12.
- 19.2 Subject to Articles 19.3 to 19.6 the Board shall be entitled to appoint as Trustees such persons as it may think fit.
- 19.3 All appointments of Trustees should be on the basis of an individual's particular skills and knowledge and how they will benefit the Charity.
- 19.4 Subject to Article 19.5:
 - 19.4.1 the term of office for a Trustee shall be three years; and
 - 19.4.2 at the conclusion of his term of office a Trustee who is willing to continue in office may be appointed (subject to the provisions of this Article 19) for a further term provided that no Trustee may serve more than three terms.
- 19.5 In circumstances that the Board decides, at its sole discretion, are exceptional, the Board may reappoint a Trustee for an additional term of one year at the expiration of a Trustee's third term of office.
- 19.6 A person may not be appointed as a Trustee:
 - 19.6.1 unless he is 18 or over;
 - 19.6.2 unless before his appointment as a Trustee the person has confirmed his consent to be appointed as a Trustee in whatever format the Board may require and has provided the information necessary to register the person online and by post at Companies House as a director; or
 - 19.6.3 if he would immediately cease to hold office under the Articles.

20 OBLIGATIONS OF TRUSTEES

- 20.1 The Board must set out in writing the principal obligations of every Trustee to the Board and to the Charity and the conduct expected of a Trustee ("Trustees' Code of Conduct"). The Trustees' Code of Conduct is not intended to be exhaustive and the Board may review, amend and replace it from time to time.
- 20.2 Within one month of his appointment a Trustee must sign and deliver to the Board a copy of the Trustees' Code of Conduct confirming he will comply with it.

21 RETIREMENT AND REMOVAL OF TRUSTEES

- 21.1 A Trustee will cease to hold office if he:-

- 21.1.1 dies;
- 21.1.2 ceases to be a director under the Act, is prohibited by law from being a director or a charity trustee or is disqualified from acting as a charity trustee under the Charities Act 2011;
- 21.1.3 in the reasonable opinion of the Board, becomes incapable of fulfilling his duties and responsibilities as a Trustee because of illness or injury and the Board resolves that he be removed as a Trustee;
- 21.1.4 is declared bankrupt or makes any arrangement or composition with his creditors;
- 21.1.5 is in the opinion of the Board guilty of conduct detrimental to the interests of the Charity and the Board resolves by a 75% majority of the Trustees present and voting at a properly convened Board Meeting that he should be removed provided that the Trustee concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Trustee;
- 21.1.6 resigns by written notice to the Charity at the Registered Office;
- 21.1.7 is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 75% majority of the Trustees present and voting at a properly convened Board Meeting) that he should cease to be a Trustee;
- 21.1.8 fails to sign the Trustees' Code of Conduct under Article 20 within one month of his appointment and the Board resolves that he be removed; or
- 21.1.9 his term of office comes to an end and he is not re-appointed in accordance with Article 19.

22 CONFLICTS OF INTEREST AND BOARD MEMBER CONDUCT

22.1 Declaration of interests

- 22.1.1 If a Trustee is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Charity, he must declare the nature and extent of that interest to the other Trustees.
- 22.1.2 In accordance with the Act, the declaration may be made at a Board Meeting or by written notice.
- 22.1.3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.
- 22.1.4 Any required declaration of interest must be made before the Charity enters into the transaction or arrangement.
- 22.1.5 A declaration is not required in relation to an interest of which the Trustee or is not aware or where the Trustee is not aware of the transaction or arrangement in question. For this purpose a Trustee is treated as being

aware of matters of which he ought reasonably to be aware.

22.1.6 A Trustee need not declare an interest:-

- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interests; or
- (b) if, and to the extent that, the other Trustees are already aware of it (and for this purpose the other Trustees are treated as being aware of anything of which they ought reasonably to be aware).

22.2 Authorisation of direct conflicts of interest

A Trustee may enter into a transaction or arrangement with the Charity only if and to the extent that such an arrangement is authorised by Article 5.

22.3 Authorisation of indirect conflicts of interest

22.3.1 Where, for whatever reason, a Trustee has any form of indirect interest in relation to a transaction or arrangement with the Charity (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Trustees not having a conflict provided that:-

- (a) the Trustee with the conflict (and any other interested Trustee) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and
- (b) the Trustees who do not have a conflict in relation to the matter in question consider it is in the best interests of the Charity to authorise the transaction.

22.3.2 The Trustees who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Trustee with the conflict and/or any other interested Trustee should absent himself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

22.4 Complaints about conduct

22.4.1 If the Chair receives a written complaint identifying the complainant and alleging conduct by a Trustee that in his reasonable opinion is detrimental to the interests of the Charity and in his opinion suggests that there is a prima facie case for the complaint to be investigated in accordance with the provisions of this Article he may suspend the Trustee concerned.

22.4.2 Conduct detrimental to the interests of the Charity includes, but is not limited to:

- (a) any breach of a Trustee's obligations as set out in the Trustees' Code of Conduct signed by him under Article 20 or otherwise; and
- (b) conviction of any offence which has or is likely to bring the Charity

into disrepute.

- 22.4.3 Where the Chair is absent or unable or unwilling to act in relation to the complaint or the complaint is about the Chair or the Chair has (in the opinion of the remainder of the Board) a conflict of interest in relation to the complaint, then:
- (a) the Vice Chair may exercise the power to suspend the Chair and/or a Trustee under Article 22.4.1 in the same circumstances as the Chair; or
 - (b) if there is no Vice Chair or he is absent or unable or unwilling to act in relation to the complaint or the Vice Chair has (in the opinion of the remainder of the Board) a conflict of interest, then the rest of the Trustees (excluding the Chair and the Vice Chair (if any)) shall resolve that one of the other Trustees may exercise the power to suspend the Chair, the Vice Chair and/or a Trustee under Article 22.4.1 in the same circumstances as the Chair.
- 22.4.4 The Trustee whose conduct is complained of must immediately be notified in writing either by the Secretary (if any) or by the Chair or the Vice Chair of the complaint and of any suspension which if exercised under Article 22.4.1 or Article 22.4.3 will be effective from the date of the notice. During the period of any suspension the Trustee must not:
- (a) participate in a Board Meeting;
 - (b) authorise or incur expenditure on behalf of the Charity;
 - (c) make use of any property belonging to or in use by the Charity in his capacity as a Trustee;
 - (d) hold himself out as a Trustee of the Charity; or
 - (e) seek to commit the Charity to any obligation.
- 22.4.5 On receipt of a complaint under Article 22.4.1 the Chair or the Vice Chair or the Trustee appointed under Article 22.4.3(b) (as the case may be) must immediately refer the matter for a fair process of investigation, which may be carried out by a panel established for the purpose, an independent person or persons, or such other body as the Chair or Vice Chair or the Trustee appointed under Article 22.4.3(b) (as the case may be), acting reasonably, shall appoint, including under such procedure for dealing with complaints as the Board may from time to time approve.

PART E. BOARD MEETINGS

23 FUNCTIONS OF THE BOARD

The Board must direct the Charity's affairs in such a way as to promote the Objects. The Board's functions include:-

- 23.1 defining and ensuring compliance with the values and objectives of the Charity;
- 23.2 establishing policies and plans to achieve those objectives;
- 23.3 approving each year's budget and accounts before publication;
- 23.4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 28) and employees with proper systems of control;
- 23.5 monitoring the Charity's performance in relation to its plans budget controls and decisions;
- 23.6 appointing (and if necessary removing) employees;
- 23.7 satisfying itself that the Charity's affairs are conducted in accordance with generally accepted standards of performance and propriety; and
- 23.8 ensuring that appropriate advice is taken on the items listed in Articles 23.1 to 23.7 and in particular on matters of legal compliance and financial viability.

24 POWERS OF THE BOARD

- 24.1 Subject to the Act and the Articles, the business of the Charity is to be managed by the Board who may exercise all of the powers of the Charity.
- 24.2 An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

25 BOARD MEETINGS

- 25.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.
- 25.2 The minimum number of Board Meetings that must be held in any calendar year is four.
- 25.3 Board Meetings may be called by any Trustee or the Secretary (if appointed).
- 25.4 7 days' notice of Board Meetings must be given to each of the Trustees but it is not necessary to give notice of a Board Meeting to a Trustee who is out of the United Kingdom.
- 25.5 A Board Meeting which is called on shorter notice than required under Article 25.4 is deemed to have been duly called if at least two Trustees certify in writing that

because of special circumstances it ought to be called as a matter of urgency.

- 25.6 Matters arising at a Board Meeting are to be decided by a simple majority of votes and, subject to Article 25.77, each Trustee is to have one vote.
- 25.7 If there is an equality of votes the Chair is entitled to a second or casting vote.
- 25.8 A technical defect in the appointment of a Trustee or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

26 QUORUM FOR BOARD MEETINGS

- 26.1 The quorum for Board Meetings is 3 of the Trustees for the time being.
- 26.2 A Trustee may be part of the quorum at a Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 26.3 The Board may act despite vacancies in its number but if the number of Trustees is less than 3 then the Board may act only to appoint Trustees and/or to admit Members under Article 6.
- 26.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Trustees present may act only to adjourn it to such other time and place as they decide.
- 26.5 If at the adjourned Board Meeting there are again insufficient Trustees present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then those Trustees who are present (provided that they number at least 2) may only act to call a General Meeting, admit Members under Article 6 and/or appoint Trustees.

27 CHAIR AND VICE-CHAIR

- 27.1 The Charity must have a Chair and may have a Vice-Chair. The Chair and the Vice-Chair, if any, are to be elected by the Board. The Board must decide the period during which they are each to hold office and the precise point at which their term of office ends. Both the Chair and the Vice-Chair, if any, may be re-elected by the Board.
- 27.2 The Chair and the Vice-Chair, if any, may resign from their positions at any time (without necessarily resigning as Trustees at the same time).
- 27.3 Where there is no Chair the first item of business at a Board Meeting must be to elect a Chair in accordance with Article 27.1.
- 27.4 The Chair and the Vice-Chair, if any, may be removed only at a Board Meeting called for the purpose at which a resolution with a majority in favour is passed. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why he should not be removed.
- 27.5 The Chair is to chair all Board Meetings and General Meetings at which he is present unless he does not wish or is not able to do so.

- 27.6 If the Chair is not present within 5 minutes after the starting time of a Board Meeting, or is unwilling or unable to chair a Board Meeting, then the Vice-Chair, if any, must chair the Board Meeting unless he is unwilling or unable to do so.
- 27.7 If both the Chair and the Vice-Chair, if any, are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Trustees who is present to chair the Board Meeting.
- 27.8 The functions of the Chair are:-
 - 27.8.1 to act as an ambassador for the Charity and to represent the views of the Board to the general public and other organisations;
 - 27.8.2 to ensure that Board Meetings and General Meetings are conducted efficiently;
 - 27.8.3 to give all Trustees an opportunity to express their views;
 - 27.8.4 to establish a constructive working relationship with and to provide support for the employees;
 - 27.8.5 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Charity to be carried on effectively between Board Meetings;
 - 27.8.6 to ensure that the Board monitors the use of delegated powers; and
 - 27.8.7 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee.
- 27.9 The role of the Vice-Chair, (if any,) is to deputise for the Chair during any period of his absence and, for that period, his functions shall be the same as those of the Chair.

28 COMMITTEES AND WORKING PARTIES

- 28.1 The Board may:-
 - 28.1.1 establish Committees consisting of those persons whom the Board decide;
 - 28.1.2 delegate to a Committee any of its powers; and
 - 28.1.3 revoke a delegation at any time.
- 28.2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.
- 28.3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.

- 28.4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board from the Committee or Working Party.
- 28.5 The Board must determine the quorum for each Committee and Working Party it establishes.
- 28.6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.
- 28.7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

29 OBSERVERS

- 29.1 Subject to Article 29.4, the Board may allow individuals who are not Trustees to attend Board Meetings as Observers on whatever terms the Board decides.
- 29.2 Observers may not vote but may take part in discussions with the prior consent of the Chair.
- 29.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 29.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered.

30 TRUSTEES' WRITTEN RESOLUTIONS

- 30.1 A written resolution approved by all of the Trustees entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.
- 30.2 A written resolution approved by a simple majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 30.3 A resolution under Articles 30.1 or 30.2 may consist of several documents in similar form each approved by one or more of the Trustees or Committee Members.

PART F. OFFICERS

31 THE SECRETARY

- 31.1 The Board may decide whether or not a Secretary is appointed.
- 31.2 Where appointed, a Secretary may be removed by the Board at any time.
- 31.3 If a Trustee is appointed as Secretary he may not receive any remuneration for acting in that capacity.

32 INDEMNITIES FOR OFFICERS AND EMPLOYEES

- 32.1 The Charity may indemnify any officer or employee (other than a Trustee) against any liability incurred by him in his capacity as such except when that liability is due to his own dishonesty or gross negligence.
- 32.2 Subject to the Act (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 32.3, the Charity may indemnify any Trustee against any liability incurred by him in his capacity as such.
- 32.3 The indemnity provided to a Trustee in accordance with Article 32.2 may not include any indemnity against liability:-
 - 32.3.1 to the Charity or a company associated with it;
 - 32.3.2 for fines or penalties; or
 - 32.3.3 incurred as a result of his unsuccessful defence of criminal or civil proceedings.
- 32.4 The indemnity provided to a Trustee in accordance with Article 32.2 may include the provision of funds to cover his legal costs as they fall due on terms that the Trustee in question will repay the funds if he is unsuccessful in his defence of the criminal or civil proceedings to which these costs relate
- 32.5 In respect to its auditor the Charity may:-
 - 32.5.1 purchase and maintain insurance for his benefit against any liability incurred by him in his capacity as such; and
 - 32.5.2 indemnify him against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or in connection with any application under Section 1157 of the Act or any section of any other statute amending or replacing Section 1157 in which relief is granted to him by the Court.

PART G. STATUTORY AND MISCELLANEOUS

33 MINUTES

- 33.1 The Board must arrange for minutes to be kept of all General Meetings and Board Meetings. The names of the Trustees present must be included in the minutes.
- 33.2 Copies of the draft minutes of Board Meetings must be distributed to the Trustees as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 33.3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 33.4 The Board must keep minutes of all of the appointments made by the Board.

34 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

- 34.1 The Charity must comply with the Charities Act 2011 and the Trustees must comply with their obligations as charity trustees under the Charities Act 2011 including preparing and filing an annual Trustees' report and annual accounts with the Charity Commission.
- 34.2 The Charity must comply with the Act and the Trustees must comply with their obligations as company directors under the Act including preparing and filing the annual accounts and annual confirmation statement with the Registrar of Companies.
- 34.3 The Charity must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires).
- 34.4 The annual Trustees' report and accounts must contain:-
 - 34.4.1 revenue accounts and balance sheet for the last accounting period;
 - 34.4.2 the auditor's report on those accounts (if applicable); and
 - 34.4.3 the Board's report on the affairs of the Charity.
- 34.5 The accounting records of the Charity must always be open to inspection by a Trustee.

35 BANK AND BUILDING SOCIETY ACCOUNTS

- 35.1 All bank and building society accounts must be controlled by the Board and must include the name of the Charity.
- 35.2 A cheque or order for the payment of money must be signed in accordance with the

Board's instructions.

36 EXECUTION OF DOCUMENTS

Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

- 36.1 two Trustees;
- 36.2 one Trustee and the Secretary (where appointed); or
- 36.3 one Trustee in the presence of a witness who attests the Trustee's signature.

37 NOTICES

- 37.1 Except for notices calling Board Meetings (which may be in writing but do not have to be) notices under the Articles must be in writing. In this Article writing includes facsimile transmission or email.
- 37.2 A Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.
- 37.3 The Charity may give a notice to a Member, Trustee or auditor either:
 - 37.3.1 personally;
 - 37.3.2 by sending it by post in a prepaid envelope;
 - 37.3.3 by facsimile transmission;
 - 37.3.4 by leaving it at his address; or
 - 37.3.5 by email.
- 37.4 Notices under Article 37.3.2 to 37.3.5 may be sent:-
 - 37.4.1 to an address in the United Kingdom which that person has given the Charity;
 - 37.4.2 to the last known home or business address of the person to be served; or
 - 37.4.3 to that person's address in the Charity's register of Members.
- 37.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.
- 37.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.
- 37.7 A copy of the notification from the system used by the Charity to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.

37.8 A notice may be served on the Charity by delivering it or sending it to the Registered Office.

37.9 The Board may make standing orders to define other acceptable methods of delivering notices.

38 STANDING ORDERS

38.1 Subject to Article 38.4;

38.1.1 the Board may from time to time make, alter, add to or repeal standing orders for the proper conduct and management of the Charity; and

38.1.2 the Charity in General Meeting may alter, add to or repeal the standing orders.

38.2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Members.

38.3 Standing orders are binding on all Members and Trustees.

38.4 No standing order may be inconsistent with or may affect or repeal anything in the Articles.

39 DISSOLUTION

39.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

39.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

39.1.2 directly for the Objects or charitable purposes within or similar to the Objects; or

39.1.3 in such other manner consistent with charitable status as the Charity Commission approves in writing in advance.

39.2 On dissolution of the Charity a final report and statement of account must be sent to the Charity Commission.