

**THE COMPANIES ACTS 1985 - 2006**  
**COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**  
**of**  
**THE WIGMORE HALL TRUST**

(adopted by special resolution passed on 17 December 2020)

**Company Number: 02754525**

**Charity Number: 1024838**

**Date of Incorporation: 9 October 1992**



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**DEFINITIONS AND INTERPRETATION**

**1. Definitions and interpretation**

**1.1** In these Articles the following words and phrases shall have the following meanings unless the context otherwise requires:

<b>Act</b>	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
<b>Articles</b>	means these Articles of Association;
<b>Charities Acts</b>	means the Charities Acts 1992 to 2011 including any statutory modification or re-enactment thereof for the time being in force;
<b>Charity</b>	means The Wigmore Hall Trust;
<b>clear days</b>	in relation to a period of notice means a 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;
<b>Charity Commission</b>	means the Charity Commission for England and Wales;
<b>document</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>electronic form</b>	has the meaning given in the Act;
<b>Member</b>	means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;
<b>Memorandum</b>	means the memorandum of association of the Charity;
<b>Model Articles</b>	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229);
<b>Objects</b>	means the objects of the Charity as set out in Article 4;
<b>Ordinary Resolution</b>	means a resolution (of the Members or, if applicable, a class of the Members) that is passed:

- (a) if a written resolution, by members representing a simple majority of the total voting rights of eligible members;
- (b) on a show of hands at a meeting, by a simple majority of the votes cast by those entitled to vote;
- (c) on a poll at a meeting, by members representing a simple majority of the total voting rights of members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance;

**proxy notice** has the meaning given in Article 16;

**Seal** means the common seal of the Charity;

**Secretary** means any person appointed to perform the duties of the secretary of the Charity including a joint, assistant or deputy secretary;

**Special Resolution** means a resolution (of the Members or, if applicable, a class of the Members) passed:

- (a) if a written resolution, by members representing not less than 75% of the total voting rights of eligible members;
- (b) on a show of hands at a meeting, by a majority not less than 75% of the votes cast by those entitled to vote;
- (c) on a poll at a meeting, by members representing not less than 75% of the total voting rights of the members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance;

**Trustee** means a trustee of the Charity and includes any person occupying the position of Trustee, by whatever name called. The Trustees are charity trustees as defined in the Charities Acts and are appointed in accordance with Article 23;

**United Kingdom** means the United Kingdom of Great Britain and Northern Ireland;

**writing** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Charity.

1.3 All words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.

- 1.4 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of the Articles.
- 1.5 The Model Articles shall not apply to the Charity.

#### **CHARITY DETAILS**

**2. Name**

The name of the Charity is The Wigmore Hall Trust.

**3. Registered office**

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

#### **OBJECTS AND POWERS**

**4. Objects**

The Objects are for the benefit of the public to:

- (a) maintain and administer The Wigmore Hall for promoting knowledge and appreciation of the arts and in particular the art of music; and
- (b) to promote nationally the knowledge and appreciation of the arts and in particular the art of music.

**5. Powers**

**5.1** The Charity has power to do anything which is calculated to further its Object(s) or is conducive or incidental to doing so. In particular, the Charity has power:

- 5.1.1 to arrange, promote and provide musical competitions, recitals and performances featuring national and international competitors, judges, artists and performers, including, but without limitation, the triennial London International String Quartet Competition and the biennial Wigmore Hall International Song Competition.
- 5.1.2 to arrange, promote and provide educational activities and events in furtherance of the Objects;
- 5.1.3 to arrange, promote and provide a biennial international song competition, whether alone or in conjunction with another body or bodies;
- 5.1.4 to arrange and promote a triennial string quartet competition, whether alone or in conjunction with another body or bodies;
- 5.1.5 to provide and support events, projects and programmes which promote the Objects for the benefit of audiences of all ages and abilities.
- 5.1.6 to accept any gift or transfer of money or any other property whether or not subject to any special trust;
- 5.1.7 to raise funds, provided that in doing so the Charity shall not undertake any substantial permanent taxable trading and shall comply with any relevant statutory regulations;

- 5.1.8 to purchase or form trading companies alone or jointly with others;
- 5.1.9 to buy, take on lease or exchange, hire or otherwise acquire and hold any real or personal estate;
- 5.1.10 to maintain, alter or equip for use any real or personal estate;
- 5.1.11 to erect, maintain, improve, or alter any buildings in which the Charity for the time being has an interest;
- 5.1.12 subject to such consents as may be required by law to sell, lease or otherwise dispose of all or any part of the real or personal estate belonging to the Charity;
- 5.1.13 subject to such consents as may be required by law to borrow or raise money and to give security for loans or grants;
- 5.1.14 to make grants or loans of money and to give guarantees and become or give security for the performance of contracts;
- 5.1.15 to co-operate, including exchanging information and advice, and enter into arrangements with other bodies, international, national, local or otherwise;
- 5.1.16 to establish or support any charitable trusts, associations, companies, institutions or other bodies formed for any of the charitable purposes included in the Objects;
- 5.1.17 to acquire or merge with any other charity;
- 5.1.18 to enter into partnership, joint venture or other arrangement with any body with objects similar in whole or part to the Objects;
- 5.1.19 to affiliate to or accept affiliation from any body with objects similar in whole or part to the Objects;
- 5.1.20 to set aside funds for special purposes or as reserves against future expenditure in accordance with a written reserves policy;
- 5.1.21 to deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a financial expert (as defined in Article 5.1.22) and having regard to the suitability of investments and the need for diversification;
- 5.1.22 to delegate the management of investments to a financial expert but only on terms that:
  - (a) the investment policy is set down in writing for the financial expert by the Trustees;
  - (b) make provision for appropriate and regular reporting obligations to the Trustees or to a committee authorised by the Trustees to receive such reports in respect of all transactions;
  - (c) the performance of the investments is reviewed regularly with the Trustees;
  - (d) the Trustees shall be entitled to cancel the delegation arrangement at any time;

- (e) the investment policy and the delegation arrangement are reviewed at least once a year;
- (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- (g) the financial expert must not do anything outside the powers of the Trustees;

and **financial expert** means a person who is reasonably believed by the Trustees to be qualified to give advice in relation to investments by reason of his ability in and practical experience of financial and other matters relating to investments, usually (but not necessarily) this is a member of a regulated professional body;

- 5.1.23 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Trustees or of a financial expert (as defined in Article 5.1.22) acting under their instructions and to pay any reasonable fee required;
- 5.1.24 to insure and arrange insurance cover of every kind and nature in respect of the Charity, its property and assets and take out other insurance policies to protect the Charity, its employees, volunteers or members as required;
- 5.1.25 to provide indemnity insurance to cover the liability of the Trustees or any other officer of the Charity:
  - (a) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which he may be guilty in relation to the Charity but not extending to:
    - (i) any liability resulting from conduct which the Trustees knew, or must reasonably be assumed to have known, was not in the interests of the Charity, or where the Trustees did not care whether such conduct was in the best interests of the Charity or not;
    - (ii) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;
    - (iii) any liability to pay a fine or regulatory penalty;
- 5.1.26 to make contributions to the assets of the Charity in accordance with the provisions of section 214 of the Insolvency Act 1986 but not extending to any liability to make such a contribution where the basis of the Trustee's liability is his 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;
- 5.1.27 to enter into contracts to provide services to or on behalf of other bodies;
- 5.1.28 to establish subsidiary companies to assist or act as agents for the Charity;
- 5.1.29 to publish or distribute information;

- 5.1.30 to hold exhibitions, meetings, lectures, classes, seminars or courses either alone or with others;
- 5.1.31 to cause to be written, printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents, films, recorded tapes or materials reproduced on electronic media;
- 5.1.32 to foster and undertake research into any aspect of the Objects and its work and to disseminate and exchange the results of any such research;
- 5.1.33 to act as trustee of any trust;
- 5.1.34 to make any charitable donation either in cash or assets;
- 5.1.35 to obtain any Act of Parliament or other order or authority or to promote, support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interests of the Charity;
- 5.1.36 to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity as a company and as a charity;
- 5.1.37 to do all such other lawful things as shall further the attainment of the Objects, or any of them, or are incidental or conducive to doing so.

**PROVIDED THAT**

- 5.1.38 in case the Charity shall take or hold any property which may be subject to any trusts, the Charity shall only deal with or invest in the same such manner as allowed by law, having regard to such trusts;
- 5.1.39 the objects of the Charity shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;
- 5.1.40 in case the Charity shall take or hold any property subject to the jurisdiction of the Charity Commission, the Charity shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Trustees of the Charity shall be chargeable for any such property that may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner, and to the same extent, as would such Trustees have been if no incorporation had been effected, and the incorporation of the Charity shall not diminish or impair any control or authority exercisable by the Chancery Division, or the Charity Commission over such Trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the Charity were not incorporated.

**6. Delegated Powers**

- 6.1 The Wigmore Hall Finance, Audit and Risk Committee will have certain delegated powers under the following terms of reference:
  - 6.1.1 the Committee shall be appointed by the Board from the Trustees of Wigmore Hall and shall consist of not less than 4 members. A quorum shall be 3 members;

- 6.1.2 the Board shall appoint the chairman of the Committee, to be confirmed annually;
- 6.1.3 a representative from the Auditors may be invited to attend from time to time;
- 6.1.4 representatives of the Auditors will have free and confidential access to the chair of the committee.
- 6.2 Meetings shall be held not less than twice a year (unless otherwise determined by the Board).
- 6.3 The Committee is authorised by the Board to investigate any activity within its terms of reference. It is authorised to seek any information that it requires from any employee and all employees are directed to cooperate with any request made by the committee. At first instance, however, all enquiries shall normally be made through the Director or Head of Finance.
- 6.4 The Committee is authorised by the Board to obtain outside legal or independent professional advice, at Wigmore Hall's expense, and to secure the attendance of outsiders with relevant experience and expertise, if it considers this necessary. Any such proposal shall first be discussed with the Director.
- 6.5 The duties of the Committee can be categorised as follows:
  - 6.5.1 internal control and risk management;
  - 6.5.2 external audit; to recommend to the Board the appointment of the Auditor, and to reconfirm such recommendation annually; to discuss with the Auditor, before the audit commences, the nature and scope of the audit, to review audit reports, including annual management letters, together with the management response; and
  - 6.5.3 financial reporting.

#### **APPLICATION, PAYMENT OR DISTRIBUTION OF THE CHARITY'S PROPERTY AND INCOME AND LIMITED LIABILITY OF MEMBERS**

- 7. **Application of income and property**
- 7.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 7.2 None of the income or property of the Charity may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to Members of the Charity, and no Trustee of the Charity shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity. Provided that, nothing herein shall prevent any payment in good faith the Charity:
  - 7.2.1 of reasonable and proper remuneration to any employee, Member, officer or servant of the Charity (not being a Trustee) for any services rendered to the Charity or of a reasonable and proper pension to any employee or ex-employee of the Charity;
  - 7.2.2 of interest on money lent by any Member to the Charity or any Trustee at a reasonable and proper rate per annum not exceeding either 2% per annum below the base lending rate prescribed for the time being by a clearing bank selected by the Trustees;



- 7.2.3 of reasonable and proper rent for premises demised or let to the Charity by any Member or any Trustee;
- 7.2.4 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100<sup>th</sup> part of the capital of that company;
- 7.2.5 to any Trustee, of reasonable out-of-pocket expenses.

## **8. Conflicts of interests**

**8.1** Whenever a Trustee has a personal interest (including but not limited to a personal financial interest or a duty of loyalty owed to another organisation or person) directly or indirectly in a matter to be discussed at a meeting of the Trustees or a committee of the Trustees or in any transaction or arrangement with the Charity (whether proposed or already entered into), the Trustee concerned shall:

- 8.1.1 declare an interest at or before any discussion on the item; an opportunity to declare conflicts of interest will be raised at the beginning of a meeting by the Chairman as appropriate, as a formal agenda item;
- 8.1.2 withdraw from any discussion on the item save to the extent that he is invited expressly to contribute information;
- 8.1.3 not be counted in the quorum for the part of any meeting and any vote devoted to that item; and
- 8.1.4 withdraw during the vote and have no vote on the item.

**8.2** Articles 8.1.2 to 8.1.4 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised in the Articles.

**8.3** If a conflict of interests arises for a Trustee, which may but need not be because of a duty of loyalty owed to another organisation or person, and the conflict is not authorised by virtue of any other provision in the Articles, then, on the matter being proposed to the Trustees, the unconflicted Trustees may authorise the conflict of interests (the authorised conflict) subject to the conditions in Article 8.4.

**8.4** A conflict of interests may only be authorised under Article 8.3 if:

- 8.4.1 the unconflicted Trustees consider it is in the interests of the Charity to do so in the circumstances applying;
- 8.4.2 the procedures of Article 8.1 are followed in respect of the authorised conflict; and
- 8.4.3 the terms of Article 7 are complied with in respect of any direct or indirect benefit to the conflicted Trustee which may arise from the authorised conflict.

**8.5** Where a conflict is authorised in accordance with Articles 8.3 and 8.4 above, the unconflicted Trustees, as they consider appropriate in the interests of the Charity, may set out any express terms of the authorisation, which may, but need not, include authorising the conflicted Trustee:

- 8.5.1 to disclose information confidential to the Charity to a third party; or
- 8.5.2 to refrain from taking any step required to remove the conflict,

and may impose conditions on the authorisation.

**9. Limited liability of Members**

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

- (a) payment of the debts and liabilities of the Charity contracted before he ceases to be a Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

**10. Surplus assets**

10.1 If upon the winding-up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatever of the Charity (the **Charity's surplus assets**), the same shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred to some other charitable institution or institutions having objects wholly or in part similar to the Objects and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under or by virtue of Article 7, such institution or institutions to be determined by the Members at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some charitable object.

10.2 If the Charity is a trustee of any trusts at the time it is wound up or dissolved, the Charity shall procure the appointment of a new trustee or trustees of those trusts in the place of the Charity.

**MEMBERSHIP**

**11. Members**

11.1 Any Trustee shall, by agreeing to become a Trustee, agree to become a Member of the Charity and accordingly shall be admitted to membership of the Charity on his appointment as Trustee.

11.2 Membership of the Charity is open to any individual who or organisation which:

11.2.1 applies to the Charity in the form required by the Trustees; and

11.2.2 is approved by the Trustees.

11.3 An application for membership may be approved or rejected by the Trustees and no application shall be admitted to membership of the Charity unless their application for membership has been approved by the Trustees.

11.4 Membership is not transferable.

11.5 The Charity shall maintain a register of Members.

**12. Termination of membership**

12.1 Membership is terminated if:

- 12.1.1 the Member dies or, if it is an organisation, ceases to exist;
- 12.1.2 the Member retires in writing on at least seven clear days' notice to the Charity provided that after such retirement the number of Members is not less than three;
- 12.1.3 any sum due from the Member to the Charity has been wholly or partly outstanding for at least six months and the Charity serves notice in writing on the Member terminating the membership. In such circumstances the termination of membership shall take effect from the date and time when the notice is served;
- 12.1.4 the Member is convicted of a criminal offence or becomes bankrupt or makes any composition or arrangement with his creditors generally or, being engaged in any profession, is prohibited by the disciplinary body of that profession from continuing to practise, although in such circumstances the Member may be readmitted to membership by the Trustees in their absolute discretion;
- 12.1.5 the Member is removed from membership by a resolution of the Trustees that it is in the best interests of the Charity that his membership is terminated. Such a resolution may only be passed if:
  - (a) the Member has been given at least 14 clear days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons for its proposal; and
  - (b) the Member or, at the option of the Member, the Member's representative, who need not be a Member of the Charity, has been permitted to make representations to the meeting.
- 12.1.6 in the case of a Trustee of the Charity, the Member ceases to be a Trustee.

## **MEETINGS OF MEMBERS**

### **13. Annual general meetings**

- 13.1 The Charity shall each year hold a general meeting as its Annual General Meeting (**AGM**) in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it.
- 13.2 The AGM shall be held at such time and place as the Trustees shall appoint.
- 13.3 The business to be transacted at an AGM shall include the consideration of the accounts, balance sheets, and the reports of the Trustees and auditors and the appointment of, and the fixing of the remuneration of, the auditors.

### **14. General meetings**

- 14.1 The Trustees may call general meetings.
- 14.2 On the requisition of Members pursuant to the Act the Trustees shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any Member may call a general meeting in accordance with the provisions of the Act.
- 14.3 Any Member may participate in a general meeting by means of video conference, telephone or similar communications equipment whereby all persons participating in the meeting can hear each

other and participation in such a meeting shall constitute presence in person at that meeting and entitles any Member so present to vote and count in the quorum. Such a meeting shall be regarded as taking place where the largest number of the group of those participating is or, if there is no such largest number, where the chairman is for that meeting. The Trustees may resolve that access to any general meeting may be partially or only by teleconference or any other virtual format. It shall not be necessary for two or more Members to be physically present in the same place for such a meeting to take place.

**15. Notice of general meetings**

**15.1** General meetings shall be called by at least 14 clear days' notice.

**15.2** A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 90% of the total voting rights at that meeting of all the Members.

**15.3** The notice shall specify the place, the day and the time of meeting, the general nature of the business to be transacted and a statement pursuant to the Act informing the Member of his rights regarding proxies.

**15.4** Subject to the provisions of the Articles and to any restrictions imposed on any classes of membership, notice of general meeting shall be given in any manner authorised by these Articles to:

**15.4.1** every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Charity an address within the United Kingdom for the giving of notices to them;

**15.4.2** the auditor for the time being of the Charity; and

**15.4.3** each Trustee.

No other person shall be entitled to receive notice of general meetings.

**15.5** The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

**15.6** A Member present at any meeting of the Charity either in person or by proxy shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

**16. Proxies**

**16.1** A Member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Charity.

**16.2** Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:

**16.2.1** states the name and address of the Member appointing the proxy;

**16.2.2** identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

**16.2.3** is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and

- 16.2.4 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.
- 16.3 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 16.4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 16.5 Unless a proxy notice indicates otherwise, it must be treated as:
- 16.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - 16.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 16.6 Proxy notices may:
- 16.6.1 in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours (not counting any part of a day that is not a working day) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - 16.6.2 in the case of an appointment in electronic form, where an address has been specified for the purpose of receiving documents in electronic form:
    - (a) in the notice convening the meeting; or
    - (b) in any instrument of proxy sent out by the Charity in relation to the meeting; or
    - (c) in any invitation in electronic form to appoint a proxy issued by the Charity in relation to the meeting, be received at such address not less than 48 hours before (not counting any part of a day that is not a working day) the time for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote;
  - 16.6.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before (not counting any part of a day that is not a working day) the time appointed for the taking of the poll; or
  - 16.6.4 in the case of a poll which is not taken forthwith but taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Secretary or to any Trustee;
- and a proxy notice which is not deposited, delivered or received in a manner so permitted shall be invalid.
- 16.7 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.

- 16.8 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 16.9 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
17. **Representation of organisations at general meetings**
- 17.1 Where an organisation is a Member of the Charity, it may authorise any person to act as its representative at any meeting of the Charity. Such a representative shall, subject to Article 17.2, be entitled to exercise on behalf of the Member organisation the same powers as the organisation could exercise if it were an individual member of the Charity.
- 17.2 Written notice of the representative's authority shall be given to the Charity, failing which the Charity shall not be required to accept the right of the representative to exercise the organisation's rights at meetings. Any such notice given to the Charity shall be conclusive evidence that the representative is entitled to represent the organisation and that his or her authority has not been revoked. The Charity shall not be required to consider whether the representative has been properly authorised by the organisation.
- 17.3 The Charity shall be entitled to regard the representative as eligible to represent the Member organisation until written notice to the contrary is received by the Charity.
18. **Organisation at general meetings**
- 18.1 No business shall be transacted at any general meeting unless a quorum is present.
- 18.2 Three persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.
- 18.3 There shall be a chairman of every general meeting:
- 18.3.1 The chairman, if any, of the Trustees shall chair every general meeting of the Charity.
- 18.3.2 In his absence the vice-chairman, (or a nominated vice-chairman for the purpose of that meeting) if any, of the Trustees shall act as chairman.
- 18.3.3 If at any meeting neither the chairman nor the vice-chairman is present within fifteen minutes after the time appointed for the holding of the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting.
- 18.3.4 If there is only one Trustee present and willing to act, he shall chair the meeting.
- 18.3.5 If at any meeting no Trustee is willing to act as chairman or if no Trustee is present within fifteen minutes after the time appointed for the holding of the meeting, the Members present shall choose one of their number to chair the meeting.
- 18.4 If within thirty minutes from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present, the meeting:
- 18.4.1 shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Trustees may determine;
- 18.4.2 if it is the adjourned meeting shall be dissolved.

**18.5 In relation to adjournment of meetings:**

- 18.5.1 the chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;
- 18.5.2 when a meeting is adjourned for fourteen days or more, the Charity shall give at least seven clear days' notice of it to the same persons to whom notice of the Charity's general meetings is required to be given, and containing the same information which such notice is required to contain;
- 18.5.3 otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

**DECISIONS OF MEMBERS**

**19. Voting at general meetings**

- 19.1 A resolution put to the vote of a general meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.
- 19.2 Unless a poll is duly demanded, a declaration by the chairman and an entry to that effect in the minutes of proceedings of the Charity that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 19.3 A poll on a resolution may be demanded:
  - 19.3.1 in advance of the general meeting where it is to be put to the vote, or
  - 19.3.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 19.4 A poll may be demanded by:
  - 19.4.1 the chairman of the meeting;
  - 19.4.2 the Trustees;
  - 19.4.3 two or more persons having the right to vote on the resolution; or
  - 19.4.4 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 19.5 A demand for a poll may be withdrawn if:
  - 19.5.1 the poll has not yet been taken, and
  - 19.5.2 the chairman of the meeting consents to the withdrawal.
- 19.6 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately. A poll demanded on any other question must be taken either

immediately or at such time and place as the chairman of the meeting directs, save that it must be taken within thirty days after it was demanded.

- 19.7 If the poll is not taken immediately, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 19.8 The poll shall be taken in such manner as the chairman of the meeting directs.
- 19.9 The chairman of the meeting may fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the end of the meeting at which the poll was demanded, save where there are other polls still to be taken in respect of the same meeting.
- 19.10 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
- 19.11 In the case of an equality of votes, the chairman of the meeting shall be entitled to a second or casting vote.

## **20. Votes of members**

20.1 Every Member, whether an individual or organisation, shall have one vote.

20.2 Subject to Article 20.4, on a vote on a resolution on a show of hands at a meeting,

20.2.1 every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, save that a proxy has one vote for and one vote against the resolution if:

- (a) the proxy has been duly appointed by more than one member entitled to vote on the resolution, and
- (b) the proxy has been instructed by one or more members to vote for the resolution and by one or more other of those members to vote against it.

20.2.2 each person authorised and eligible to vote in accordance with Article 17 has the same voting rights as the Member organisation which it represents, save that:

- (a) if more than one person has been authorised in respect of a vote by the same Member organisation, and
- (b) those authorised persons do not vote on the resolution in the same way as each other

then, they shall be treated as not having voted on the resolution.

20.3 Subject to Article 20.4, on a vote on a resolution on a poll taken at a meeting:

- 20.3.1 all or any of the voting rights of a Member may be exercised by one or more duly appointed proxies;
- 20.3.2 all or any of the voting rights of a Member which is an organisation may be exercised by one or more representatives authorised and eligible to vote in accordance with Article 17.

20.4 Where a Member:



- 20.4.1 is an individual and appoints more than one proxy, the exercise by the Member and/or his proxies taken together shall not give more extensive voting rights to that Member than could be exercised by the Member in person;
- 20.4.2 is an organisation and authorises more than one representative, the exercise by the representatives taken together shall not give more extensive voting rights to that Member than could be exercised by the Member in person.
- 20.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 21. Written resolutions**
  - 21.1 Save for a resolution to remove a Trustee before the expiration of his period of office or to remove an auditor before the expiration of his term of office, any resolution of the Members may be proposed and passed as a written resolution (including in electronic form) in accordance with the Act.
  - 21.2 Any resolution of the Members for which the Act does not specify whether it is to be passed as an Ordinary Resolution or a Special Resolution, shall be passed by as an Ordinary Resolution.
  - 21.3 A written resolution shall lapse if it is not passed before the end of 28 days beginning with the date on which the resolution is circulated in accordance with the Act.
  - 21.4 A written resolution may comprise several copies to which one or more Members have signified their agreement.
  - 21.5 In the case of a Member that is an organisation, signature which is or purports to be by a director on behalf of a company which is a Member or by a Member's representative appointed in accordance with these Articles is to be regarded as signed by the relevant Member and need not be supported by written evidence of authority.

## **TRUSTEES**

- 22. Trustees**
  - 22.1 Unless otherwise determined by Ordinary Resolution the number of Trustees shall be subject to any maximum and the minimum number of Trustees shall be three.
  - 22.2 A Trustee may not appoint an alternate Trustee or anyone to act on his behalf at meetings of the Trustees.
- 23. Appointment of Trustees**
  - 23.1 No person other than a Trustee retiring by rotation may be appointed a Trustee at any general meeting unless:
    - 23.1.1 he or she is recommended for re-election by the Trustees; or
    - 23.1.2 not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, the Charity is given a notice that:
      - (a) is signed by a member entitled to vote at the meeting;

- (b) states the member's intention to propose the appointment of a person as a Trustee;
  - (c) contains the details that, if the person were to be appointed, the Charity would have to file at Companies House; and
  - (d) is signed by the person who is to be proposed to show his or her willingness to be appointed.
- 23.1.3 All members who are entitled to receive notice of a general meeting shall be given not less than seven nor more than twenty-eight clear days' notice of any resolution to be put to the meeting to appoint a Trustee other than a Trustee retiring by rotation.
- 23.2 Any person who is willing to act as a Trustee, and is permitted by law to do so, may be appointed to be a Trustee:
  - 23.2.1 by Ordinary Resolution, or
  - 23.2.2 by a simple majority of all the Trustees entitled to attend and vote at any meeting of the Trustees.
- 23.3 No appointment of a Trustee, whether by the Charity in general meeting or by the other Trustees, may be made which would cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.
- 23.4 Subject to Articles 24 and 25 a Trustee shall hold office until his retirement in accordance with Article 26.
- 24. Removal of Trustees**

The Charity may by Ordinary Resolution of which special notice has been given to the Charity in accordance with the Act remove any Trustee before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Charity and such Trustee.
- 25. Disqualification or vacation of office of Trustees**
  - 25.1 The office of Trustee shall be vacated if:
    - 25.1.1 the Trustee ceases to be a Trustee by virtue of any provision of the Act or becomes prohibited by law from being a Trustee;
    - 25.1.2 the Trustee is disqualified from acting as a charity trustee by virtue of the Charities Acts;
    - 25.1.3 the Trustee becomes bankrupt or makes any arrangement or composition with his creditors generally;
    - 25.1.4 a registered medical practitioner who is treating the Trustee gives a written opinion to the Charity stating that the Trustee has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
    - 25.1.5 by reason of the Trustee's mental health, a court makes an order which wholly or partly prevents the Trustee from personally exercising any powers or rights which he would otherwise have;

- 25.1.6 the Trustee resigns his office by written notice to the Charity provided at least three Trustees remain in office after the resignation takes effect; or
- 25.1.7 the Trustee is absent from all Trustees' meetings without leave for more than twelve months and the Trustees resolve that the office be vacated.
- 25.2 All Trustees hereby waive any right they may have for compensation for loss of office as a Trustee or as a result of removal as a Trustee for any reason, including, without limitation, because they have ceased to be a Member.
- 26. **Retirement of Trustees**

Trustees are appointed for an initial term of 2, 3 or 4 years. The initial 2, 3 or 4 year term allows Trustee rotation and retirement. At least one third of Trustees should be appointed on a 4 year term to stagger Trustee retirement and create an opportunity for turnover of the board. After the initial term, Trustees are eligible for re-election, but re-election is not guaranteed.
- 27. **Powers and duties of the Trustees**
  - 27.1 Subject to the provisions of the Act and the Articles and to any directions given by Special Resolution, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity.
  - 27.2 No alteration of the Articles and no direction given by Special Resolution shall invalidate anything which the Trustees have done before the making of the alteration or the passing of the resolution.
  - 27.3 A meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
- 28. **Proceedings and decisions of the Trustees**
  - 28.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
  - 28.2 The Trustees shall meet at least 3 times a year.
  - 28.3 A meeting of the Trustees:
    - 28.3.1 may be called by any Trustee; and
    - 28.3.2 shall, at the request of a Trustee, be called by the Secretary (if any).
  - 28.4 Notice of any meeting of the Trustees must indicate:
    - 28.4.1 its proposed date, time and subject matter;
    - 28.4.2 where it is to take place; and
    - 28.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
  - 28.5 Notice of a meeting of the Trustees must be given to each Trustee, but need not be in writing.

- 28.6 Notice of a meeting of the Trustees need not be given to Trustees who waive their entitlement to notice of that meeting, which they may do by giving notice to that effect to the Charity seven days before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 28.7 Trustees are to be treated as having waived their entitlement to notice of a meeting if they have not supplied the Charity with the information necessary to ensure that they receive the notice before the meeting takes place.
- 28.8 Any Trustee may participate in a meeting of the Trustees by means of video conference, telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in such a meeting shall constitute presence in person at that meeting and entitles any Trustee or member of a committee of the Trustees so present to vote and count in the quorum. Such a meeting shall be regarded as taking place where the largest number of the group of those participating is or, if there is no such largest number, where the chairman is for that meeting.
- 28.9 In relation to the quorum for a meeting of the Trustees:
- 28.9.1 no decision other than a decision to call a meeting of the Trustees or a general meeting shall be taken by the Trustees unless a quorum participates in the decision-making process;
  - 28.9.2 the quorum for decision-making by the Trustees may be fixed from time to time by a decision of the Trustees, and unless otherwise fixed it is three;
  - 28.9.3 if the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision:
    - (a) to appoint further Trustees, or
    - (b) to call a general meeting so as to enable the Members to appoint further Trustees;
  - 28.9.4 a Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 28.10 Questions arising at a meeting shall be decided by a majority of votes.
- 28.11 At their first meeting the Trustees shall elect a chairman from among their number and shall determine the period for which they are to hold office, although they shall always be eligible for re-election.
- 28.12 If, at any meeting, the chairman is not present within ten minutes after the time appointed for holding the same, or if there is no chairman, the Trustees present shall choose one of their number to chair the meeting.
- 28.13 In the case of an equality of votes, the chairman shall have a second or casting vote. But this does not apply if, in accordance with the Articles, the chairman is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes. No Trustee in any other circumstances shall have more than one vote.
- 28.14 All acts done by any meeting of the Trustees or of a committee, or by any person acting as a Trustee, shall, notwithstanding that it be afterwards discovered that:

28.14.1 there was some defect in the appointment of any such Trustee or person acting as a Trustee, or

28.14.2 they or any of them were disqualified, or

28.14.3 they or any of them were not entitled to vote on the matter,

be as valid as if every such person had been duly appointed and was qualified to be a Trustee.

28.15 A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of the Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held and may consist of several documents in like form each signed by one or more Trustees.

28.16 Subject to the Articles, the Trustees may make any rules which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to the Trustees.

## **29. Delegation by the Trustees**

29.1 The Trustees may delegate any of their powers to any committee consisting of two or more Trustees.

29.2 The Trustees shall determine the terms of any delegation to such a committee and may impose conditions, including that:

29.2.1 the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate;

29.2.2 no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.

29.3 Subject to and in default of any other terms imposed by the Trustees:

29.3.1 the chairman and vice-chairman shall be ex-officio members of every committee appointed by the Trustees;

29.3.2 the members of a committee may, with the approval of the Trustees, appoint such persons, not being Trustees, as they think fit to be members of that committee;

29.3.3 a committee may elect a chairman of its meetings; if no such chairman is elected, or, if at any meeting the chairman is not present within ten minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting;

29.3.4 a committee may meet and adjourn as it thinks proper;

29.3.5 questions arising at any meeting shall be determined by a majority of votes of the committee members present, and

29.3.6 in the case of an equality of votes the chairman of the committee shall have a second or casting vote;

and subject thereto committees to which the Trustees delegate any of their powers shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Trustees.

- 29.4 The terms of any delegation to a committee shall be recorded in the minute book.
- 29.5 The Trustees may revoke or alter a delegation.
- 29.6 All acts and proceedings of committees shall be reported to the Trustees fully and promptly.

#### **SECRETARY, MINUTES AND SEAL**

##### **30. Secretary**

- 30.1 Subject to the provisions of the Act, any Secretary shall be appointed by the Trustees for such term at such remuneration and on such conditions as the Trustees may think fit. Any Secretary so appointed by the Trustees may be removed by them.
- 30.2 A Secretary who is also a Trustee may not be remunerated save as permitted in accordance with the Articles.

##### **31. Minutes**

- 31.1 The Trustees shall ensure that the Charity keeps records, in writing, comprising:
- 31.1.1 minutes of all proceedings at general meetings;
  - 31.1.2 copies of all resolutions of Members passed otherwise than at general meetings;
  - 31.1.3 details of appointments of officers made by the Trustees; and
  - 31.1.4 minutes of meetings of the Trustees and committees of the Trustees, including the names of the Trustees present at the meeting.
- 31.2 The Trustees shall ensure that the records comprising Articles 31.1.1 and 31.1.2 above shall be kept for at least 10 years from the date of the meeting or resolution, as the case may be.

##### **32. The Seal**

The Trustees shall provide for the safe custody of the Seal (if any), which shall be used only by the authority of the Trustees or of a committee authorised by the Trustees on its behalf. The Trustees may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee in the presence of a witness who attests the signature.

#### **ACCOUNTS AND AUDIT**

##### **33. Accounts**

- 33.1 The Trustees shall comply with the requirements of the Act and of the Charities Acts for keeping financial records, the audit or other scrutiny of accounts (as required) and the preparation and transmission to the Registrar of Companies and the Charity Commission, as the case may be, of:
- 33.1.1 annual reports;
  - 33.1.2 annual returns; and
  - 33.1.3 annual statements of account.

- 33.2 Accounting records relating to the Charity shall be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 33.3 The Trustees shall supply a copy of the Charity's latest available statement of account to any Trustee or Member on request, and within two months of the request to any other person who makes a written request and pays the Charity's reasonable costs of complying with the request.
34. **Audit**
- Auditors shall be appointed and their duties regulated as required in accordance with the Act and the Charities Acts.

## **COMMUNICATION**

### **35. Means of communication**

- 35.1 Subject to the Articles, the Charity may deliver a notice or other document to a Member:
- 35.1.1 by delivering it by hand to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;
  - 35.1.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;
  - 35.1.3 in electronic form to an address notified by the Member in writing;
  - 35.1.4 by a website, the address of which shall be notified to the Member in writing.
- 35.2 This Article does not affect any provision in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.
- 35.3 If a notice or document:
- 35.3.1 is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
  - 35.3.2 is sent by post or other delivery service in accordance with Article 35.1.2 above it is treated as being delivered:
    - (a) 24 hours after it was posted, if first class post was used; or
    - (b) 48 hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

    - (c) properly addressed; and
    - (d) put into the postal system or given to delivery agents with postage or delivery paid.

35.3.3 is sent in electronic form, providing that the Charity can show that it was sent to the electronic address provided by the Member, it is treated as being delivered at the time it was sent.

35.3.4 is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

## **INDEMNITY**

### **36. Indemnity**

Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Trustee or other officer of the Charity (other than any person (whether an officer or not) engaged by the Charity as auditor) shall be indemnified out of the assets of the Charity against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act.

## **RULES AND BYELAWS**

### **37. Rules or byelaws**

37.1 The Trustees may from time to time make such rules or byelaws as it may deem necessary or expedient for the proper conduct and management of the Charity or for the purpose of prescribing classes and conditions of membership of either the Charity or any group established to support the Charity. In particular but without prejudice to the generality of the above, they may by such rules or byelaws regulate:

37.1.1 the rights and privileges of Members and the conditions of membership;

37.1.2 the conduct of Members in relation to one another and to the Charity's employees and volunteers;

37.1.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes; and

37.1.4 the procedure at general meetings and meetings of the Trustees and committees in so far as such procedure is not regulated by the Act or these Articles; and

37.1.5 generally, all such matters as are commonly the subject matter of company rules.

37.2 The Charity in general meeting shall have power to alter or repeal the rules or byelaws and to make additions to them.

37.3 The Trustees shall adopt such means as they deem sufficient to bring to the notice of Members of the Charity all such rules or byelaws which, so long as they shall be in force, shall be binding on all Members of the Charity provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in the Articles.



## **IRREGULARITIES**

### **38. Irregularities**

The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.