

THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE CHARITY FINANCE GROUP  
A Company Limited by Guarantee.  
Registered in England No. 3182826, Registered Charity No. 1054914

incorporated the 29<sup>th</sup> day of March 1996

(as amended by special resolutions passed on 12 June 2012, 27 June 2014, 9 September 2014, 6 November 2014, 5 October 2017, 31 March 2022 and 15 September 2022)

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Articles of Association of

THE CHARITY FINANCE GROUP

DEFINITIONS AND INTERPRETATION

1.1 In these Articles:

“the Group”	means The Charity Finance Group, the company regulated by these Articles;
“Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
“Annual Retirement Meeting”	has the meaning given in Article 48.4;
“the Articles”	means these Articles of Association of the Group;
“Chair”	means save as the context may otherwise require, the chair for the time being holding office pursuant to Article 72;
“Chief Executive”	means the chief executive of the Group;
“Clear Days”	in relation to the period of a notice means the periods 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;
“Companies Acts”	means Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Group;
“Company Members”	means the members of the Group for the purposes of the Companies Acts and the Company Members shall be limited to the members of the Board of Trustees;
“Deputy Chair”	means save as the context may otherwise require, the deputy chair for the time being holding office pursuant to Article 72;
“Document”	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
“executed”	means any mode of execution;

“Group Member Resolution”	means a resolution of the Group Members pursuant to Article 93;
“Group Members”	means the members of the Group who shall not be members for the purposes of the Companies Acts but who shall have such rights as the Board of Trustees directs from time to time;
“Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006;
“member”	Company Member or a Group Member;
“Month”	means calendar month;
“Nomination Period”	means the period defined in Article 49;
“Objects”	means the objects set out in Article 2;
“Office”	means the registered office of the Group;
“secretary “	means the secretary of the Group or any person appointed to perform the duties of the secretary of the Group, including a joint, assistant or deputy secretary;
“Taxable Trading”	means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
“Treasurer”	means save as the context may otherwise require, the treasurer for the time being holding office pursuant to Article 72;
“the Board” or “the Board of Trustees”	means the directors of the Group (and a member of the Board of Trustees has a corresponding meaning);
“Trustee”	means a director of the Group;
“the United Kingdom”	means 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 Words in the singular form include the plural and vice versa and words importing the masculine gender only shall include the feminine gender.
- 1.3 Subject to paragraph 1.4 of these Articles, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
- 1.4 Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in Article 1.1 above bear the same meaning as in

the Companies Act 2006 as in force on the date when the Articles became binding on the Group.

- 1.5 Headings are not part of the Articles.

## OBJECTS AND POWERS

### 2. Objects

The Group's objects ("the Objects") are for the benefit of the public to:

- 2.1 advance education in public benefit organisations;
- 2.2 promote the efficiency and effectiveness (including financial management) of public benefit organisations and in particular by:
  - (a) undertaking research to identify needs and establishing projects or policies to address those needs;
  - (b) providing training, conferences and seminars;
  - (c) building the capacity of (including the effective use of resources) and enabling the exchange of information and best practice amongst finance advisers and public benefit organisations;
  - (d) the provision of a pro-active and accessible service offering practical help, advice and support;
  - (e) acting as a representative and intermediary for public benefit organisations, including in relation to government and other agencies and bodies;
  - (f) providing information to the press and the public in respect of the operation of or problems encountered by public benefit organisations.

("public benefit organisations" means charities (including their wholly owned subsidiaries), voluntary organisations, co-operatives, mutuals and other forms of social enterprises established for public and community benefit).

### 3. Powers

In furtherance of the Objects but not otherwise the Group may exercise the following powers:

- 3.1 to acquire by purchase or otherwise some or all of the assets and liabilities of the unincorporated association founded the 16<sup>th</sup> day of February 1988 and known as the Charity Finance Directors' Group and to indemnify that association in respect of such liabilities and on such terms as the Board of Trustees (as defined below) shall think fit;
- 3.2 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Group;
- 3.3 subject to such consents as may be required by law, borrow, invite and receive contributions or grants, enter into contracts, seek subscriptions or raise money in any way (and on such security as shall be deemed to be desirable) including carrying on trade but not by means of Taxable Trading;

- 3.4 subject to Article 4 below to employ such staff, who shall not be directors of the Group ("the Board of Trustees"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and benefits to or on behalf of staff and their dependants;
- 3.5 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- 3.6 establish local branches;
- 3.7 bring together in conference representatives of voluntary organisations, Government departments, statutory authorities and individuals;
- 3.8 promote and carry out or assist in promoting and carrying out the Group's activities, research, surveys and investigations and publish the results in whole or in part;
- 3.9 arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings, lectures, classes, seminars and training courses;
- 3.10 collect and disseminate information on all matters affecting the Objects;
- 3.11 undertake, execute, manage, assist, support, federate with or join or amalgamate with any charitable companies, trusts, societies, associations or institutions which may lawfully be established, supported, undertaken, executed, managed or assisted by the Group;
- 3.12 cause to be written and printed or otherwise reproduced and circulated, gratuitously or otherwise, such papers, books, periodicals, pamphlets or other documents or films or recorded tapes (whether audio or visual or both) or any other media as shall further the Objects;
- 3.13 purchase, take on lease or in exchange, hire or otherwise acquire alter and improve and (subject to such consents as may be required by law) let charge or dispose of any property or assets including constructing, maintaining or altering any building or erection desirable for the work of the Group;
- 3.14 make regulations for any property which may be so acquired;
- 3.15 subject to such consents as may be required by law, borrow or raise money for the Objects and on such security as shall be deemed to be desirable;
- 3.16 invest the monies of the Group not immediately required for the said objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law;
- 3.17 to pay out of the funds of the Group the costs, charges and expenses of and incidental to the formation and registration of the Group;
- 3.18 to do all such other lawful things for the achievement of the Objects;
- 3.19 to give or receive any guarantee or indemnity, to invest any money in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves;

- 3.20 to establish, promote and otherwise assist any limited company or companies or other bodies for the purpose of acquiring any property or of furthering in any way the Objects or to undertake trading and to establish the same either as wholly owned subsidiaries of the Group or jointly with other persons, companies, government departments or local authorities and to finance such limited company or companies or other body by way of loan or share subscription or other means;
- 3.21 to transfer to or to purchase or otherwise acquire from any of the charities, institutions, societies or associations any property, assets or liabilities, and to perform any of their engagements;
- 3.22 to open and operate banking accounts and other banking facilities;
- 3.23 to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;
- 3.24 to co-operate and enter into any arrangements with any governments, authorities or any person, company or association;
- 3.25 to insure any risks arising from the Group's activities;
- 3.26 to provide Indemnity Insurance to cover liability of the Trustees:

3.26.1 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 they may be guilty in relation to the Group;

3.26.2 to make contributions to the assets of the Group in accordance with the provisions of section 214 of the Insolvency Act 1986.

Any such insurance in the case of 3.26.1 shall not extend to:

- (a) any liability resulting from conduct which the Trustees knew, or must be assumed to have known was not in the best interests of the Group, or which the Trustees did not care whether it was in the best interests of the Group or not;
- (b) 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;
- (c) any liability to pay a fine.

Any insurance in the case of 3.26.2 shall not extend 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 Group (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Group would avoid going into insolvent liquidation;

- 3.26.3 to make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commission;
- 3.26.4 delegate upon such terms and at such reasonable remuneration as the Group may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment (an "investment" is an asset which is capable of producing income and may also increase in capital value);

Provided always that:-

- (i) the Managers are properly authorised to carry on investment business;
- (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Group;
- (iii) the Managers are under a duty to report promptly to the Group any exercise of the delegated powers and in particular to report every transaction carried out by the Managers and report regularly on the performance of investments managed by them;
- (iv) the Group is entitled at any time to review, alter or terminate the delegation or the terms thereof;
- (v) the Group is bound to review the arrangements for delegation at intervals but so that any failure by the Group to undertake such reviews shall not invalidate the delegation;

to permit any investments belonging to the Group to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Group and to pay any such nominee reasonable and proper remuneration for acting as such;

#### LIMITATION ON PRIVATE BENEFITS

- 4. The income and property of the Group shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Group, and no member of the Board of Trustees shall be appointed to any office of the Group paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Group: Provided that nothing in this document shall prevent any payment in good faith by the Group;
  - 4.1 of the usual professional charges for business done by any member of the Board of Trustees who is a solicitor, accountant or other persons engaged in a profession or other business, or by any partner of his, when instructed by the Group to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Board of Trustees benefit under this provision and that a member of the Board of Trustees shall withdraw from any meeting at which his or her appointment or remuneration, or that of his partner, is under discussion;
  - 4.2 of reasonable and proper remuneration for any services rendered to the Group by any member, officer or servant of the Group who is not a member of the Board of Trustees;
  - 4.3 of interest on money lent by any member of the Group or of the Board of Trustees at a reasonable and proper rate per annum not exceeding 2 per cent. less than the published base lending rate of a clearing bank to be selected by the Board of Trustees;
  - 4.4 of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Board of Trustees may also be a member holding not more than 1/100<sup>th</sup> part of the issued capital of that company;
  - 4.5 of reasonable and proper rent for premises demised or let by any member of the Group or of the Board of Trustees;



- 4.6 of any premium in respect of any indemnity insurance to cover the liability of the members of the Board of Trustees (or any of them) 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 they may be guilty in relation to the Group: provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Group;
- 4.7 to any member of the Board of Trustees of reasonable out-of-pocket expenses;
- 4.8 any payment to a Trustee under the indemnity provisions in these Articles;
- 4.9 in exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission.

PROVIDED THAT no member of the Group or Trustee shall be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give any remuneration or a benefit to that member of the Group or Trustee other than the approval of any permitted indemnity insurance.

PROVIDED further that nothing shall prevent a Trustee receiving benefits as a beneficiary.

#### LIMITATION OF LIABILITY

- 5. The liability of the members is limited.
- 6. Every Company Member undertakes to contribute such amount as may be required (not exceeding £1) to the Group's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Group's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the right of the contributors among themselves.

#### MEMBERS

- 7. The people who are admitted to membership in accordance with the rules made under Article 89 shall be the Company Members or the Group Members as appropriate. No person shall be admitted a member of the Group unless his application for membership is approved by the Board of Trustees.
- 8. Unless the Board of Trustees or the Group in general meeting shall make other provision under Article 89, the Board of Trustees may in its absolute discretion permit any member of the Group to retire, provided that after such retirement the number of Company Members is not less than two.
- 9. The Board may delegate the power to admit members.
- 10. Company Members are the members of the Group for the purposes of the Companies Acts and are entitled to receive notices to all general meetings and are entitled to vote at and count towards the quorum of such meetings and shall be entitled to receive the annual report and accounts of the Group and such other rights afforded to members of a company under the Companies Acts and these Articles.

11. Group Members are members of the Group who are not members of the Group for the purposes of the Companies Acts but who are entitled to receive notices of general meetings at which Trustees are to be appointed to the Board but are only entitled to vote in respect of the election of certain members of the Board of Trustees in accordance with Article 44.1. In addition the Group Members shall be able to vote in accordance with the provisions of Article 93.
12. The Group must keep at the Office a register of members showing their name, address and dates of becoming a Company Member and ceasing to be such a member and a register of Group Members with the corresponding information. The registers must be available for inspection.
13. None of the rights of any member of the Group may be transferred or transmitted to any other person.
14. A member stops being a member of the Group if:
  - 14.1 the member resigns from membership by giving notice in Writing to the Group; or
  - 14.2 membership is ended under Articles 15 and 16; or
  - 14.3 the member's subscription (if any) remains unpaid six months after it is due and the Board resolves to end that member's membership; or
  - 14.4 the member fails to respond in Writing within 60 days of being sent a notice in Writing requesting confirmation that they wish to remain a member and the Board resolves to end membership. The notice must contain a warning that membership may be ended; or
  - 14.5 the member dies; or
  - 14.6 becomes bankrupt or makes any arrangement or composition with his or her creditors generally.

#### REMOVAL FROM MEMBERSHIP

15. The Board may suspend the rights of any member by giving the member notice in Writing of the suspension.
16. Within 28 days of receiving that notice the member, be they a Company Member or a Group Member, can appeal in Writing to the Group against the suspension. If no appeal is received within the time limit, the member automatically stops being a member. If an appeal is received within the time limit, the suspension must be considered by the Board or a committee appointed by the Board. The member has the right to be heard at the meeting or may make written representations. The meeting must either confirm the suspension, in which case membership ends, or lift the suspension.

#### GENERAL MEETINGS

17. The Board may call a general meeting whenever they wish. A general meeting shall be called if not less than ten percent of the Company Members request it in Writing, subject to any lower percentage permitted by the Companies Acts.
18. In addition to the provisions of Article 0, if over 100 Group Members or more than 10% of the Group Members, whichever is the greater, requests a general meeting, the Board

of Trustees shall proceed to convene a general meeting which Group Members can attend and speak at for a date not later than eight weeks after receipt of the written requisition.

#### NOTICE OF GENERAL MEETINGS

19. A general meeting must, subject to Article 20, be called by giving at least 14 Clear Days' notice in Writing. Such notice must specify the place, date, time and the general nature of the business to be transacted. If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution. The notice must also include a statement informing the Company Members of their right to appoint a proxy. Notice of the meeting must be given to everyone entitled by these Articles to receive it and must be given in accordance with Article 81.
20. A meeting may be called at short notice if it is so agreed by a majority in number of the Company Members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the Company Members.
21. 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 any meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

22. No business shall be transacted at any meeting unless a quorum is present. Three persons present in person entitled to vote upon the business to be transacted, each being a Company Member shall constitute a quorum.
23. If a quorum is not present within half an hour of the time appointed for the meeting or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board of Trustees may determine.
24. The Chair or in his or her absence his or her deputy or in his or her absence some other member of the Board of Trustees nominated by the Board of Trustees shall preside as chair of the meeting, but if neither the Chair nor the Deputy Chair nor such other member of the Board of Trustees (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act the members of the Board of Trustees present shall elect one of their number to be chair of the meeting and, if there is only one member of the Board of Trustees present and willing to act, he or she shall be chair of the meeting.
25. If no member of the Board of Trustees is willing to act as chair of the meeting, or if no member of the Board of Trustees is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chair of the meeting.
26. Subject to the Articles, the chair of the meeting shall be entitled to regulate the proceedings of the meeting as he or she shall think fit.
27. The chair of the meeting may, with the consent of a meeting at which a quorum is present (and 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 an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

28. A resolution put to the vote of a 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. Subject to the provisions of the Companies Acts, a poll may be demanded:
- 28.1 by the chair of the meeting;
  - 28.2 by at least two members having the right to vote at the meeting; or
  - 28.3 any person, who, by virtue of being appointed proxy for one or more members having the right to vote on the resolution, holds two or more votes.
29. Unless a poll is duly demanded a declaration by the chair of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry, to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
30. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair of the meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
31. A poll shall be taken as the chair of the meeting directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
32. In the case of an equality of votes, whether, on a show of hands or on a poll, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
33. A poll demanded on the election of a chair of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chair of the meeting directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
34. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
35. Subject to Article 32, every member entitled to vote on the resolution in question shall have one vote. The auditor or reporting accountant has the right to attend and speak at general meetings.
36. Subject to the discretion of the Board of Trustees, no Company Member shall be entitled to vote at any general meeting unless all moneys then payable by him to the Group have been paid.
37. A Group Member shall only be entitled to vote at any general meeting on a Group Member Resolution. A Group Member Resolution shall be valid if at least 75 per cent of those Group Members present and voting at the meeting vote in favour of it.

38. 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 chair of the meeting whose decision shall be final and conclusive.

#### VOTING BY PROXY

- 39.1 Any Company Member entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a Company Member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the Company Member to speak at the Meeting.
- 39.2 On a poll, votes may only be given either personally or by proxy.
- 39.3 The instrument appointing a proxy shall be signed by the appointor or his attorney duly authorised in writing. A proxy need not be a Company Member.
- 39.4 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the Office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
- 39.5 An instrument appointing a proxy shall be in the following form or as near thereto as circumstances admit:-

"I ..... of

.....

a Member of The Charity Finance Group, hereby appoint .....

of ..... or failing him,.....

of ..... as my proxy to vote..... for me and on my behalf at the General Meeting of the Group to be held on the ..... day of ..... 20....., and at any adjournment thereof.

As witness my hand this day of

- 39.6 Where it is desired to afford Company Members an opportunity of voting for or against a resolution, the instrument of proxy shall be in the following form or a form as near thereto as circumstances admit:-

"I ..... of

.....

a Member of The Charity Finance Group, hereby appoint .....

of ..... or failing him,.....

of ..... as my proxy to vote for me and on my behalf at the General Meeting of *the Group to be held on the .....day of ..... 20....., and at any adjournment thereof.*

As witness my hand this day of

This form is to be used \*in favour of/against the resolution.

Unless otherwise instructed the proxy will vote as he thinks fit.

\*Strike out whichever is not desired

- 39.7 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 39.8 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

#### WRITTEN AGREEMENT TO RESOLUTION

- 40. Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term and subject to Articles 93 and 96, Company Members may pass a valid resolution without a meeting being held. But for the resolution to be valid:
  - 40.1 it must be in Writing;
  - 40.2 in the case of a special resolution it must be agreed by at least 75 per cent of all those Company Members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
  - 40.3 in the case of an ordinary resolution it must be agreed by a majority of all those Company Members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings; and
  - 40.4 it may consist of two or more documents in identical form agreed by Company Members.
- 41. A member signifies his or her agreement to a proposed written resolution when the Group receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
  - 41.1 identifying the resolution to which it relates; and
  - 41.2 indicating the Company Member's agreement to the resolution.
- 42. For the purposes of Article 41:
  - 42.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
  - 42.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:

- 42.2.1 the identity of the sender is confirmed in a manner specified by the Group; or
  - 42.2.2 where no such manner has been specified by the Group, if the communication contains or is accompanied by a statement of the identity of the sender and the Group has no reason to doubt the truth of that statement.
43. If the Group gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

#### THE BOARD OF TRUSTEES

44. The Board of Trustees consists of:
- 44.1 not less than 4 and no more than 7 persons who are Group Members and who are elected by the Group Members and the Company Members in accordance with these Articles;
  - 44.2 not more than 3 additional individuals appointed to the Board of Trustees at any time by the Board of Trustees. Such individuals need not be Group Members.
45. Each Trustee shall become a Company Member on becoming a Trustee and, subject to the provisions of these Articles, shall be a Company Member for the duration of his trusteeship.

#### POWERS OF THE BOARD OF TRUSTEES

46. Subject to the provisions of the Companies Acts and the Articles and to any directions given by special resolution, the business of the Group shall be managed by the Board of Trustees who may exercise all the powers of the Group. No alteration of the Articles and no such direction shall invalidate any prior act of the Board of Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board of Trustees by the Articles and a meeting of members of the Board of Trustees at which a quorum is present may exercise all the powers exercisable by the Board of Trustees.
47. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the members of the Board of Trustees shall have the following powers, namely:
- 47.1 to expend the funds of the Group in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Group such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Group;
  - 47.2 to enter into contracts on behalf of the Group;
  - 47.3 to delegate to the Chief Executive such authority upon such terms and subject to such restrictions as may be deemed appropriate to enable the administration of the Group to be carried out; provided that the Chief Executive shall report back to the Board of Trustees on the exercise of the delegated authority.

## APPOINTMENT AND RETIREMENT OF MEMBERS OF THE BOARD OF TRUSTEES

- 48.1 Without prejudice to the right of the members to remove a member of the Board of Trustees pursuant to the Companies Acts and save as otherwise provided in these Articles (including pursuant to Article 44.2) every member of the Board of Trustees shall be elected or appointed to hold office for a term of the period specified in Article 48.2 and shall be eligible for re-election or reappointment to hold office as a member of the Board of Trustees for one further consecutive term, but he shall not then be entitled to hold office as a member of the Board of Trustees again until one year has elapsed after the date of his ceasing to hold office as a member of the Board of Trustees.
- 48.2 The period of office of any member of the Board of Trustees, shall save as otherwise provided in these Articles, expire at the conclusion of the third Annual Retirement Meeting following the election or appointment of that member of the Board of Trustees.
- 48.3 In determining the period during which any person is entitled to hold office or is ineligible to hold office as a member of the Board of Trustees or as Chair, a year shall mean the period from the conclusion of one Annual Retirement Meeting to the next.
- 48.4 The Annual Retirement Meeting shall be the trustees' meeting at which the accounts of the Group are approved.
- 48.5 In determining the period during which any person is entitled to hold office as a member of the Board of Trustees any period during which he held office as Chair, Deputy Chair, Treasurer or other officer position as the case may be shall be taken into account. However, any period served as an additional member of the Board of Trustees appointed under Article 57 shall be excluded when calculating the period of service of a Trustee.
- 48.6 Any period of service of a Trustee, Chair, Treasurer or other officer prior to the date of adoption of these Articles shall be taken into account when calculating such person's period of service in accordance with these Articles.
49. No person shall be elected a member of the Board of Trustees at any general meeting unless not less than thirty-five nor more than ninety-five Clear Days (such period being referred to below as the Nomination Period) before the date appointed for the meeting:
- 49.1 he is recommended by the Board of Trustees; or
- 49.2 notice executed by a member qualified to vote at the meeting and every Group Member has been given to the Group of the intention to propose that person for election or re-election stating the particulars which would, if he were so elected or re-elected, be required to be included in the Group's register of members of the Board of Trustees together with a notice executed by that person of his willingness to be elected or re-elected.
50. No person may be elected or appointed as a member of the Board of Trustees:
- 50.1 unless he has attained the age of 18 years, or
- 50.2 in circumstances such that, had he already been a member of the Board of Trustees, he would have been disqualified from acting under the provisions of Article 58.



51. As soon as practicable after the end of the Nomination Period and in any event not less than 14 Clear Days before the date appointed for holding the general meeting, notice shall be given to all persons who are entitled to receive notice of the meeting of any person (other than a member of the Board of Trustees retiring by rotation at the meeting) who is recommended by the Board of Trustees for election or re-election as a member of the Board of Trustees at the meeting or in respect of whom notice has been duly given to the Group of the intention to propose him at the meeting for election or re-election as a member of the Board of Trustees. The notice shall give the particulars of that person which would, if he were so elected or re-elected, be required to be included in the Group's register of members of the Board of Trustees.
52. If at the end of the Nomination Period the number of persons recommended by the Board of Trustees for election or re-election as a member of the Board of Trustees at the meeting together with the number of persons proposed by members for election or re-election as a member of the Board of Trustees is greater than the Relevant Number (as defined below) fixed by or in accordance with the Articles as the maximum number of members of the Board of Trustees that may be elected or re-elected then a ballot shall be held (but only in respect of those Trustees to be elected by the members of the Group) in accordance with the following provisions of these Articles, but if less than that number then all the persons so recommended or proposed shall be deemed duly elected at the general meeting.
53. Every member entitled to vote at a general meeting and every Group Member shall be entitled to vote in a ballot and for this purpose voting papers shall be sent by the Group to each such member. For the avoidance of doubt, the ballot may be carried out by Electronic Means.
54. The voting papers may be in such form as the Board of Trustees may think fit but shall show the maximum numbers of Board of Trustees members that may be elected or re-elected, the names of all candidates and the members nominating them, particulars of the method of allocating and counting votes, particulars of any Board of Trustees membership or offices in the Group held or formerly held by each candidate and any other particulars (including instructions for the proper completion of the voting papers) deemed relevant by the Board of Trustees;
55. On a ballot
- 55.1 each member:
- 55.1.1 shall be entitled to such number of votes as shall be equal to the number fixed by or in accordance with the Articles as the maximum number of members of the Board of Trustees that may be elected or re-elected (in this Article referred to as the Relevant Number);
- 55.1.2 shall be entitled to cast a vote by making a cross on the voting paper opposite the name of the candidate in whose favour the vote is cast; and
- 55.1.3 shall not be entitled to cast more than one vote for any candidate; and
- 55.2 the Board of Trustees may appoint scrutineers (who need not be members) to count the numbers of votes validly cast for each candidate, and the Relevant Number of candidates in whose favour the largest numbers of votes have validly been cast shall be deemed duly elected at the general meeting.
56. The result of the ballot shall be declared by the chair of the meeting at which the ballot is requested and minuted and the minute of the declaration shall be conclusive evidence of the result of the ballot.

57. The Board of Trustees may appoint a person who is willing to act to be a member of the Board of Trustees either to fill a vacancy (including a vacancy for a Trustee elected by the Group Members and the Company Members) or as an additional member of the Board of Trustees provided that the appointment does not cause the number of members of the Board of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of members of the Board of Trustees. A member of the Board of Trustees appointed as an additional member of the Board of Trustees may vote at meetings of the Board of Trustees and shall hold office until the conclusion of the third Annual Retirement Meeting following his or her appointment. If not reappointed by the Board of Trustees he shall vacate office at the conclusion thereof.

#### DISQUALIFICATION AND REMOVAL OF MEMBERS OF THE BOARD OF TRUSTEES

58. A member of the Board of Trustees shall cease to hold office if:
- 58.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
  - 58.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
  - 58.3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
  - 58.4 notification is received by the Group from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);
  - 58.5 he or she is absent without the permission of the Board of Trustees from all their meetings held within a period of six months and the Board of Trustees resolves that his or her office be vacated;
  - 58.6 his or her period in office expires in accordance with Article 48.2;
  - 58.7 in respect of Trustees appointed in accordance with Article 44.1 he or she ceases to be a Group Member;
  - 58.8 is directly or indirectly involved in any contract or proposed contract with the Group and fails to declare the nature of his or her interest in the proper way and the Board resolves by two thirds of those present at the meeting to remove that Trustee. The proper way is by giving notice at the first meeting which the Trustee attends after that interest arises (or such other way as is legally sufficient from time to time);
  - 58.9 is removed from office; or
  - 58.10 becomes bankrupt or makes any arrangement or composition with his creditors generally.

#### REMOVAL OF A TRUSTEE BY GENERAL MEETING

59. A general meeting of the Group may remove any Trustee before the end of his or her period of office whatever the rest of these Articles or any agreement between the Group and the Trustee may say in accordance with Article 60.

60. Removal can take place only by the Group passing an ordinary resolution saying so. Company Members must give a notice to the Group of intention to remove a Trustee and/or appoint a replacement. At least 28 Clear Days' notice must be given to the Group and subsequently at least 21 Clear Days' notice to the membership. Once the Group receives such notice it must immediately send a copy to the Trustee concerned. He has a right to be heard at the general meeting. He also has the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the Trustee may require it to be read to the meeting.

#### BOARD OF TRUSTEES EXPENSES

61. The members of the Board of Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board of Trustees or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

#### PROCEEDINGS OF THE BOARD OF TRUSTEES

62. Subject to the provisions of the Articles, the Board of Trustees may regulate its proceedings as it thinks fit. A member of the Board of Trustees may, and the secretary at the request of a member of the Board of Trustees shall, call a meeting of the Board of Trustees. It shall not be necessary to give notice of a meeting to a member of the Board of Trustees who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote. Meetings may be held in person or by suitable electronic means agreed by the Board of Trustees in which all participants may communicate with all other participants including conference calls.
63. The quorum for the transaction of the business of the Board of Trustees shall be three members of the Board of Trustees.
64. The members of the Board of Trustees may act notwithstanding any vacancies in their number, but, if the number of members of the Board of Trustees is less than the number fixed as the quorum, the continuing members of the Board of Trustees or member of the Board of Trustees may act only for the purpose of filling vacancies or of calling a general meeting.
65. Unless he is unwilling to do so, the Chair shall preside at every meeting of the Board of Trustees at which he or she is present. But if he or she is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting; the Deputy Chair shall be chair of the meeting or if he or she is unwilling to preside or not present within that time the members of the Board of Trustees present may appoint one of their number to be chair of the meeting.
66. The Board of Trustees may appoint one or more sub-committees consisting of one or more members of the Board of Trustees, such other members of the Group and such other persons as the Board of Trustees may approve for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Board of Trustees would be more conveniently undertaken or carried out by a sub-Board of Trustees: provided that all acts and proceedings of any such sub-Board of Trustees shall be fully and promptly reported to the Board of Trustees. A committee may elect a chair of its meeting if the Board of Trustees does not nominate one. A committee may meet and adjourn whenever it chooses. Questions at the meeting must be decided by a majority of votes of members of the committee present. A committee must have minutes entered in minute books and copies of these minutes must be given to all members of the Board.

67. All acts done by a meeting of the Board of Trustees, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any member of the Board of Trustees or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had been entitled to vote.
68. A resolution in Writing, signed by all the members of the Board of Trustees entitled to receive notice of a meeting of the Board of Trustees or to which each Trustee has otherwise indicated agreement in Writing, or signed or agreed to in Writing by such number of members of the Board of Trustees as the law from time to time requires, shall be as valid and effective as if it had been passed at a meeting of members of the Board of Trustees or (as the case may be) a committee of members of the Board of Trustees duly convened and held. Such a resolution may consist of several documents in the same form.
69. Any bank account in which any part of the assets of the Group is deposited shall be operated by the Board of Trustees and shall indicate the name of the Group. All cheques and orders for the payment of money from such account shall be signed in accordance with a resolution made by the Board of Trustees.

#### CONFLICTS OF INTEREST

70. Where the duty of a Trustee under section 175(1) of Companies Act 2006 to avoid conflict of interest would otherwise be infringed in relation to a particular transaction or arrangement, the duty is not infringed if:
  - 70.1 the matter in relation to which that duty exists has been proposed to the Trustees at a meeting of the Trustees and has been authorised by them;
  - 70.2 any requirement as to the quorum of such meeting is met without counting the Trustee in question, or any other interested Trustee; and
  - 70.3 the matter was agreed to without any such Trustee voting, or would have been agreed to if the vote of any such Trustee had not been counted.
71. The Trustees shall also observe the rules in the Companies Acts, and such other rules as the Board adopts, as to the management of conflicts of duty or interest and to the extent required by law every Trustee shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict that he has.

#### APPOINTMENT AND RETIREMENT OF CHAIR, DEPUTY CHAIR, TREASURER AND OTHER OFFICERS

72. The Board of Trustees may appoint or remove a Chair, a Deputy Chair, a Treasurer and any other officers of the Group that it wishes from among the Trustees. Such persons appointed shall take office from the date specified by the Board of Trustees.
73. The period of appointment of such officers shall be for such a period as may be determined by the Board of Trustees subject to a maximum period of six years, subject to Article 73.1, and such a period of service as an officer shall be included when calculating such officer's maximum period of service as a Trustee.
  - 73.1 Any Company Member that the Board of Trustees wishes to appoint as an officer under Article 73, who would as a consequence of the maximum period of service serve two years or less as an officer by the conclusion of the third annual retirement meeting following the election or appointment of that member of the Board of Trustees, shall automatically have their term of office extended for an additional period, subject to a maximum period of service as Trustee of eight years.

- 73.2 In exceptional circumstances, any Company Member that the Board of Trustees wishes to retain as an officer under Article 73, who would normally have to retire, may be invited to stay in post as an officer holder and Company Member, up to a maximum of 9 years. The Board may resolve to exercise this exception by 75 percent of those present at the meeting to extend the term of office voting in favour of it.
74. The Chair, Deputy Chair, Treasurer and any other officer of the Group shall cease to hold office if:
- 74.1 he is disqualified or removed from acting as a Board of Trustees member under Article 58; or
- 74.2 it is so resolved by a resolution of the Board of Trustees passed at a meeting called for the purpose of voting on such a resolution; or
- 74.3 it is so resolved by an ordinary resolution of the Company Members in general meeting.
- 74.4 Except to the extent permitted by Article 4, no member of the Board of Trustees shall take or hold any interest in property belonging to the Group or receive remuneration or be interested otherwise than as a member of the Board of Trustees in any other contract to which the Group is a party.

#### CHIEF EXECUTIVE OFFICER

75. There shall be a Chief Executive who shall be the chief administrative officer of the Group and who shall subject to the provisions of the Companies Acts, be appointed by the Board of Trustees for such term, at such remuneration (if not a member of the Board of Trustees) and upon such conditions as it may think fit; and any Chief Executive so appointed may be removed by them.
76. The Chief Executive shall carry out such duties and perform such functions as shall be specified by the Board of Trustees, including recruitment of staff and approval of members, provided always that responsibility for the administration and management of the Group rests with the Board of Trustees.

#### SECRETARY

77. The Group may but need not have a Company Secretary in accordance with the Companies Acts. The Board may appoint and remove the Company Secretary and may decide his or her period of office, pay (if not a Trustee) and conditions of service.
78. The Companies Acts says that some actions must be taken both by a Trustee and by the Company Secretary. If one person is both a Trustee and the Company Secretary, it is not enough for him or her to do the action first as a Trustee and then as Company Secretary or vice versa.

#### MINUTES

79. The Board of Trustees shall in books kept for the purpose keep minutes:
- 79.1 of all appointments of officers made by the Board of Trustees; and
- 79.2 of all proceedings at meetings of the Group and of the minutes of the Board of Trustees and the details of the Board of Trustees including the names of the members of the Board of Trustees present at each such meeting.

## ACCOUNTS

80. The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
- 80.1 annual reports;
  - 80.2 annual returns; and
  - 80.3 annual statements of account.

## NOTICES

81. The Group may give notice to any member either:
- 81.1 personally; or
  - 81.2 by delivering it or sending it by ordinary post to the member's registered address; or
  - 81.3 if the member has provided the Group with a fax number, by sending it by fax to that member. This is subject to the member having consented to receipt of notice in this way, where this is a legal requirement; or
  - 81.4 if the member has provided the Group with an e-mail address, by sending it by e-mail to that address. This is subject to the member having consented to receipt of notice in this way, where this is a legal requirement; or
  - 81.5 in accordance with the provisions for notice on a website set out below.

If the member lacks a registered address within the United Kingdom, notice may be sent to any address within the United Kingdom which he or she has given the Group for that purpose or in accordance with (iii), (iv) or (v) above but otherwise no member not within the United Kingdom shall be entitled to receive any notice from the Group.

82. If a notice is sent by post, it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. If sent by fax or email it will be treated as properly sent if the Group receives no indication that it has not been properly sent.
83. If sent by post in accordance with this Article, the notice will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by fax or email, the notice will be treated as having been received 24 hours after having been properly sent.
84. The Group may assume that any fax number or e-mail address given to it by a member remains valid unless the member informs the Group that it is not.
85. Where a member has informed the Group in Writing of his or her consent, or has given deemed consent in accordance with the Companies Acts, to receiving notices from the Group by means of a website, notice will be validly given if the Group sends that member a notification informing him or her that the documents forming part of the notice may be viewed on a specified website. The notification must provide the website address, and the place on the website where the notice may be accessed and an explanation of how it may be accessed. If the notice relates to a general meeting the

notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

#### INDEMNITY OF TRUSTEES

86. The Group may indemnify any Trustee against any liability incurred by him or her in that capacity to the extent permitted by the Companies Acts.
87. Subject to and to the extent permitted by the Companies Acts, but without prejudice to any indemnity to which he may otherwise be entitled every Trustee may be indemnified out of the assets of the Group against all costs and liabilities incurred by him in relation to any proceedings (whether criminal or civil) which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee save that no Trustee shall be entitled to be indemnified:
- 87.1 for any liability incurred by him to the Group or any associated company of the Group (as defined by the Companies Acts for these purposes);
  - 87.2 for any fine imposed in criminal proceedings;
  - 87.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
  - 87.4 for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final;
  - 87.5 for any costs for which he has become liable in defending any civil proceedings brought by the Group or an associated company in which a final judgment has been given against him; and
  - 87.6 for any costs for which he has become liable in connection with any application under the Companies Acts in which the court refuses to grant him relief and such refusal has become final.
88. Every Trustee may have funds provided to him by the Group to meet expenditure incurred or to be incurred in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a director, provided that he will be obliged to repay such amounts no later than:
- 88.1 in the event he is convicted in proceedings, the date when the conviction becomes final;
  - 88.2 in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or
  - 88.3 in the event of the court refusing to grant him relief on any application under the Companies Acts, the date when refusal becomes final.

#### RULES

89. The Board of Trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Group and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may by such rules or bye laws regulate:

- 89.1 the admission and classification of members of the Group and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the subscriptions and other fees or payments to be made by members;
  - 89.2 the conduct of members of the Group in relation to one another and to the Group's employees;
  - 89.3 the setting aside of the whole or any part or parts of the Group's premises at any particular time or times for any particular purpose;
  - 89.4 the procedure at General Meetings and meetings of the Board of Trustees and the Board of Trustees in so far as such procedure is not regulated by the Articles;
  - 89.5 generally all such matters as are usually the subject matter of company rules.
90. The Group in general meeting shall have power to alter add to or repeal the rules or bye laws and the members of the Board of Trustees shall adopt such means as they think sufficient to bring to the notice of members of the Group all such rules or bye laws, which shall be binding on all members of the Group; provided that no rule or bye law shall be inconsistent with or shall affect or repeal anything contained in the Articles.

#### LOCAL BRANCHES

91. The Board of Trustees shall have power to establish local branches for the furtherance of the Objects. Each branch so established shall comply with and be subject to the following regulations.
- 91.1 the branch shall act in pursuance of the objects and of the policy of the Group and shall be subject to such conditions as may from time to time be laid down by the Board of Trustees;
  - 91.2 the title of the branch shall be subject to the prior approval of the Board of Trustees;
  - 91.3 the branch will be deemed to have adopted the model rules for branches as prescribed from time to time by the Board of Trustees unless it has, with the prior approval of the Board of Trustees, adopted other rules;
  - 91.4 the branch may publish literature solely in the name of the branch for local purposes but such literature shall not contain any statement contrary to the objects or to the policy of the Group;
  - 91.5 representations of whatever kind to other bodies and/or individuals may only be made by the branch through or with the prior approval of the Board of Trustees;
  - 91.6 the branch may be empowered by the Board of Trustees to receive donations and any money received or raised by it may be expended by the branch in its area solely for the furtherance of the Objects;
  - 91.7 the branch shall make returns to the Group in such form as may from time to time be determined by the Board of Trustees.

#### VARIATION OF THE ARTICLES

92. Subject to the provisions of Article 93, no alterations to these Articles may be made which would cause the Group to cease to be a charity in law. Other alterations to these Articles may only be made by a special resolution or by a written special resolution. A



special resolution must be passed at a meeting of members of the Group of which 14 Clear Days' notice has been given of the intention to pass a special resolution and at which at least 75% of those voting vote in favour of it. Such a resolution may be passed on shorter notice if at least 90% of the Company Members having the right to vote agree to such short notice.

93. Any amendment to:

93.1 Article 2 (Objects); or

93.2 Article 18 (Calling of a general meeting by Group Members); or

93.3 Article 44 (Board of Trustees); or

93.4 Articles 96 and 97 (Dissolution of the Group);

may only be made, if in addition to the passing of a special resolution or written special resolution by the Company Members a Group Member Resolution is passed in favour of the resolution to make such amendment.

94. No alteration may be made to an article which directs or restricts the way money or property of the Group may be used or which authorises any benefit for Trustees without the Charity Commission's prior written approval where that is required by law.

95. The Charity Commission and the Registrar of Companies must be informed of alterations and all future copies of these Articles issued must contain the alterations.

#### DISSOLUTION OF THE GROUP

96. If the Group is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property, it shall not be paid to or distributed among the members of the Group, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Group by Article 4 above, chosen by the Company Members, at or before the time of dissolution and if that cannot be done then to some other charitable object.

97. Save as otherwise provided by law, the Group may by special resolution resolve to wind up the Group. Such special resolution shall only be passed if a Group Member Resolution is passed in favour of the resolution. Any surplus property following the Group being dissolved or wound up must be used in accordance with the provisions of these Articles.

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