

**Age UK Mid Devon
Trustee Board Meeting**

Minutes of meeting held on Tuesday 22 October 2019 at
The Haven Centre, Broad Lane, Tiverton EX16 5HE at 3.00pm

Attendees: George Dexter (GD), Margaret Lumb (ML), Sue Hodgkinson (SH), Will Potts (WP), Molly Holmes (MoH) - Chief Officer and Company Secretary.

1. Revised Memorandum and Articles

MoH presented the report. AUK national had provided a template for updating the Articles of the Association. There were no changes to the objects of the charity. Minor changes to meet the Charity Commission Code of Governance standard had been made.

Action: The Board unanimously agreed the new Articles.

MoH to submit Articles to the Charity Commission and Companies House.

Date and time of next meeting: Tuesday 21 January 2020 at 4.00pm.

(MH261119)

M Holmes
26/11/19.

THURSDAY



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A10 12/12/2019 #109
COMPANIES HOUSE

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
of
AGE UK MID DEVON

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THE COMPANIES ACT 2006

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ARTICLES OF ASSOCIATION

of

AGE UK MID DEVON

1. Name and Registered Office

- 1.1 The name of the **Charity** is Age UK Mid Devon.
- 1.2 The registered office of the Charity is to be in England and Wales.

2. Interpretation

- 2.1 The interpretation provision in **Article** 21 shall apply.
- 2.2 The emboldening of a word or expression on the first occasion that it is used indicates that the word or expression is defined in Article 21.

3. Objects

- 3.1 The objects of the Charity are to promote the following purposes for the benefit of the public and/or older people within the **Area of Benefit**:
 - 3.1.1 preventing or relieving the poverty of older people;
 - 3.1.2 advancing education;
 - 3.1.3 preventing or relieving sickness, disease or suffering in older people (whether emotional, mental or physical);
 - 3.1.4 promoting equality and diversity;
 - 3.1.5 promoting the human rights of older people in accordance with the Universal Declaration of Human Rights;
 - 3.1.6 assisting older people in need by reason of ill-health, social exclusion or other disadvantage; and
 - 3.1.7 such other charitable purposes for the benefit of older people as the **Charity Trustees** from time to time decide;

the outcome of this being the promotion of the well-being of older people.

- 3.2 Nothing in these Articles shall authorise an application of the Charity's property for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

4. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 to promote or carry out research;
- 4.2 to provide advice;
- 4.3 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences broadcasts or courses of instruction;
- 4.4 to publish or distribute information;
- 4.5 to co-operate or collaborate with other bodies and engage in joint ventures;
- 4.6 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 4.7 to raise funds (but not by means of **Taxable Trading**);
- 4.8 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.9 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Acts**);
- 4.10 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.11 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.12 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.13 to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 4.14 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.15 to set aside funds for special purposes or as reserves against future expenditure;

- 4.16 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.17 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **Financial Expert**, unless the Charity Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.18 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.18.1 require the Financial Expert to comply with any investment policy (and any revision of that policy) set down **In Writing** for the Financial Expert by the Charity Trustees;
 - 4.18.2 require the Financial Expert to report every transaction to the Charity Trustees promptly;
 - 4.18.3 require the Financial Expert to review the performance of the investments with the Charity Trustees regularly;
 - 4.18.4 entitle the Charity Trustees to cancel the delegation arrangement at any time;
 - 4.18.5 require the investment policy and the delegation arrangement to be reviewed with the Charity Trustees at least once a **Year**;
 - 4.18.6 require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Charity Trustees on receipt;
 - 4.18.7 prohibit the Financial Expert from doing anything outside the powers of the Charity Trustees;
- 4.19 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.20 to insure the Charity Trustees against the costs of a successful defence to a criminal prosecution brought against them as Charity Trustees or against personal liability incurred in respect of any act or omission that is or is alleged to be a breach of trust or breach of duty, provided that such insurance may not cover any personal liability where the Charity Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4.21 subject to Article 9, to employ officers, employees and workers and to engage consultants, advisers, agents and volunteers;
- 4.22 to provide and contribute to pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers employees and workers, their widows and children;
- 4.23 to enter into contracts to provide services to or on behalf of other bodies;

- 4.24 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Charity Trustees are similar to the purposes of the Charity either alone or as amalgamated;
- 4.25 to establish or acquire subsidiary companies;
- 4.26 to pay the reasonable and proper costs of forming and administering the Charity; and
- 4.27 to do anything else within the law which promotes or helps to promote the Objects.

5. The Charity Trustees

- 5.1 The Charity Trustees have control of the Charity and its property and funds.
- 5.2 The number of Charity Trustees shall be not less than four or more than eight. All Charity Trustees shall be **Members**.
- 5.3 The subscribers to the **Memorandum** are the first Charity Trustees of the Charity.
- 5.4 Any person who is willing to act as a Charity Trustee of the Charity and is permitted to be so appointed by the law and the **Articles**, may be appointed to be a Charity Trustee by a decision of the Charity Trustees.

5.5 Subject to:

- 5.5.1 earlier termination under Article 5.6; and
- 5.5.2 any policy adopted by the Charity Trustees,

Charity Trustees shall hold office for an initial term of three years and may be reappointed for up to two further terms of three years each.

5.6 A Charity Trustee's term of office automatically terminates if he or she:

- 5.6.1 retires by notifying the Charity In Writing
- 5.6.2 is absent without the permission of the Charity Trustees from all their meetings held within a period of six months and the Charity Trustees resolve that his or her office be vacated;
- 5.6.3 dies;
- 5.6.4 is incapable, whether mentally or physically, of managing his or her own affairs and the Charity Trustees resolve that his or her office be vacated;
- 5.6.5 has been convicted of a **Relevant Criminal Offence** and such conviction remains unspent;
- 5.6.6 is subject to police notification requirements in respect of sexual offences;
- 5.6.7 has been adjudged bankrupt or sequestration of his or her estate has been awarded and (in either case):

(a) he or she has not been discharged; or

- (b) he or she is the subject of a bankruptcy restrictions order or an interim order,

provided that he or she shall not cease to hold office under this Article 5.6.7 if leave has been granted by the High Court or the Commission for him or her to remain in office;

- 5.6.8 has made a composition or arrangement with, or granted a trust deed for, creditors and has not been discharged in respect of it;

- 5.6.9 has been removed from the office of charity trustee or trustee for a charity by:

- (a) the Commission (or a predecessor body); or

- (b) the High Court,

- in connection with any misconduct or mismanagement in the administration of a charity;

- 5.6.10 has been required, pursuant to the laws of England & Wales, Scotland or Northern Ireland, no longer to be involved in the management or control of any charity or other body;

- 5.6.11 has been disqualified from acting as a company director;

- 5.6.12 remaining in office as a Charity Trustee would, in the view of the Charity Trustees, not be in the best interests of the Charity and accordingly the Charity Trustees resolve that his or her office be vacated, provided that:

- (a) such resolution may only be passed at a meeting of the Charity Trustees and not by Written resolution; and

- (b) the Charity Trustee who is the subject of the resolution shall be given the opportunity to make a statement either in person at the relevant meeting or In Writing; or

- 5.6.13 ceases to be a Member.

- 5.7 A technical defect in the appointment of a Charity Trustee of which the Charity Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6. Suspension of Charity Trustees

- 6.1 Where an allegation or complaint of serious misconduct or conduct likely to bring the Charity into disrepute has been made against a Charity Trustee then the rights and privileges of charity trusteeship (including his position as a Member) may be suspended by the Chair and Vice Chair for a period not exceeding 3 months in order for the complaint or allegation to be investigated. All of the Charity Trustees shall be notified within seven days of any such suspension. The Charity Trustees shall put in place such regulations for the investigation of allegations and complaints as it considers fit provided that such regulations shall comply with the principles of natural justice.

6.2 Notwithstanding the provisions of Article 6.1, if a Charity Trustee is charged with a Relevant Criminal Offence he or she shall be suspended as a Charity Trustee (and as a Member) pending the outcome of the relevant criminal proceedings.

6.3 If the relevant Charity Trustee is:

6.3.1 convicted of the Relevant Criminal Offence, his or her term of office as a Charity Trustee shall terminate automatically pursuant to Article 5.6.5;

6.3.2 not convicted of the Relevant Criminal Offence, the Charity Trustees may:

(a) lift the Charity Trustee's suspension under this Article 6; or

(b) if they are satisfied that it would be in the Charity's best interests to do so, proceed to consider the Charity Trustee's removal from office as a Charity Trustee pursuant to Article 5.6.12.

7. Proceedings of Charity Trustees

7.1 The Charity Trustees must hold at least four meetings each Year.

7.2 A quorum at a meeting of the Charity Trustees is one third of the Charity Trustees.

7.3 Any Charity Trustee may call a meeting of the Charity Trustees by giving reasonable notice of the meeting to the Charity Trustees or by authorising the **Secretary** (if there is one) to give such notice.

7.4 A meeting of the Charity Trustees may be held either in person or by suitable electronic means agreed by the Charity Trustees in which all participants may communicate with all the other participants.

7.5 The **Chair** or (if the Chair is unable or unwilling to do so) some other Charity Trustee chosen by the Charity Trustees present presides at each meeting.

7.6 Every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution signed by all the Charity Trustees who would have been eligible to vote on the matter at a meeting of the Charity Trustees is as valid as a resolution passed at a meeting and for this purpose:

7.6.1 the number of Charity Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Charity Trustees; and

7.6.2 the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

7.7 Except for the Chair of the meeting, who in the case of an equality of votes has a second or casting vote, every Charity Trustee has one vote on each issue.

7.8 A Charity Trustee must avoid a situation in which he has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:

7.8.1 the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;

- 7.8.2 the situation is authorised by the Charity Trustees in accordance with Article 7.9; or
 - 7.8.3 the situation relates to the purchase of trustee indemnity insurance in accordance with Article 4.19.
- 7.9 If a conflict of interests arises for a Charity Trustee, the unconflicted Charity Trustees may authorise such a conflict of interests provided that:
- 7.9.1 the procedure in Article 7.10 is followed;
 - 7.9.2 authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Charity Trustee or any **Person Connected to a Charity Trustee** that would not be permitted by Article 9; and
 - 7.9.3 the unconflicted Charity Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.
- 7.10 Whenever a Charity Trustee has an interest in a matter to be discussed at a meeting of the Charity Trustees or a committee the Charity Trustee concerned must:
- 7.10.1 declare his interest before discussion begins on the matter;
 - 7.10.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 7.10.3 not be counted in the quorum for that part of the meeting;
 - 7.10.4 withdraw during the vote and have no vote on the matter.
- 7.11 A procedural defect of which the Charity Trustees are unaware at the time does not invalidate decisions taken at a meeting.

8. Powers of Charity Trustees

- 8.1 The Charity Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the **Companies Acts** or the Articles.
- 8.2 Without prejudice to Article 8.1, the Charity Trustees may:
- 8.2.1 appoint (and remove) any individual (who may be a Charity Trustee) to act as Secretary to the Charity;
 - 8.2.2 appoint (and remove) a Chair from among their number for a term of office not exceeding three years;
 - 8.2.3 appoint (and remove) a Treasurer and other honorary officers from among their number;
 - 8.2.4 delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Charity Trustee and all proceedings of committees must be reported promptly to the Charity Trustees);

8.2.5 make regulations consistent with the Articles and the Companies Acts to govern:

- (a) proceedings at general meetings;
- (b) proceedings at meetings of Charity Trustees and meetings of committees; and
- (c) the administration of the Charity and the use of its seal (if any);

8.2.6 establish procedures to assist the resolution of disputes within the Charity;

8.2.7 exercise any powers of the Charity which are not reserved to the Members.

8.3 If the Charity Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 5.2 it shall be lawful for them to act as Charity Trustees for the purposes of admitting persons as Charity Trustees filling up vacancies in their body or summoning a general meeting but not for any other purpose.

9. Benefits to Members and Charity Trustees

9.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity but:

9.1.1 Charity Trustees:

- (a) may be paid interest at a reasonable rate on money lent to the Charity;
- (b) may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
- (c) who are beneficiaries may receive charitable benefits in that capacity provided that a majority of the Charity Trustees do not benefit in this way.

9.2 A Charity Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:

9.2.1 as mentioned in Articles 4.20, 9.1.11, or 19;

9.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;

9.2.3 payment to any company in which a Charity Trustee has no more than a 1% shareholding;

9.2.4 payment to a company of which a Charity Trustee is an employee;

9.2.5 in exceptional cases, other payments or benefits (but only with the Written approval of the **Commission** in advance).

10. Membership

- 10.1 The Charity must maintain a register of Members in accordance with the Companies Acts.
- 10.2 The Trustees shall be the Members.
- 10.3 Membership is terminated if the Member concerned:
 - 10.3.1 gives Written notice of resignation to the Charity;
 - 10.3.2 dies (or in the case of an organisation ceases to exist); or
 - 10.3.3 ceases to be a Charity Trustee.
- 10.4 Membership of the Charity is not transferable.

11. General Meetings

- 11.1 Members are entitled to attend general meetings personally or by proxy. General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed.
- 11.2 There is a quorum at a general meeting if the number of Members present in person or by proxy is one third of the Members rounded down to the nearest whole number.
- 11.3 The Chair or (if the Chair is unable or unwilling to do so) a Member elected by those present presides at a general meeting.
- 11.4 The Charity must hold an AGM in every Year which all Members are entitled to attend. The first AGM must be held within ten months after the end of the Charity's first financial year.
- 11.5 At an AGM the Members:
 - 11.5.1 receive the accounts of the Charity for the previous financial year;
 - 11.5.2 receive the Charity Trustees' report on the Charity's activities since the previous AGM;
 - 11.5.3 appoint Independent Examiners for the Charity;
 - 11.5.4 may determine any issues of policy or deal with any other business put before them.
- 11.6 Any general meeting which is not an AGM is an **EGM**.
- 11.7 An EGM may be called at any time by the Charity Trustees.
- 11.8 An EGM may be called on a written request to the Charity Trustees from at least 5% of the Members.

- 11.9 On receipt of a written request made pursuant to Article 11.8, the Charity Trustees must call an EGM within 21 days and the EGM must be held not more than 28 days after the date of the notice calling the EGM.

12. Appointment of Proxies

- 12.1 Proxies may only be validly appointed by a notice In Writing which:
- 12.1.1 states the name and address of the Member appointing the proxy;
 - 12.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 12.1.3 is signed by the Member appointing the proxy or is authenticated in such manner as the Charity Trustees may determine;
 - 12.1.4 is delivered to the Charity in accordance with Article 16.4;
 - 12.1.5 is received by the Charity at least 24 hours before the meeting to which it relates.
- 12.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 12.3 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.
- 12.4 Unless a proxy notice indicates otherwise, it should be treated as:
- 12.4.1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
 - 12.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 12.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 16.4, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

13. Voting at General Meetings

- 13.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 13.2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.
- 13.3 Subject to Article 13.4, every Member present in person or by proxy has one vote on each issue.
- 13.4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands.
- 13.5 A poll on a resolution may be demanded:

- 13.5.1 in advance of the general meeting where it is to be put to the vote; or
 - 13.5.2 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.
- 13.6 A poll may be demanded by:
- 13.6.1 the Chair of the meeting;
 - 13.6.2 any Charity Trustee;
 - 13.6.3 two or more persons having the right to vote on the resolution; or
 - 13.6.4 a person representing at least 10% of the total voting rights of all the Members present at the meeting and having the right to vote on the resolution.
- 13.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chair of the meeting consents to the withdrawal.
- 13.8 Polls must be taken immediately and in such manner as the chair of the meeting directs.

14. Written Resolutions

- 14.1 Subject to Article 14.3, a resolution in writing agreed by a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of Members has signified its agreement to the resolution in an **Authenticated Document** which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Members have signified their agreement.
- 14.2 Subject to Article 14.8, any resolution that may be passed validly at a general meeting of the Charity may be passed as a written resolution.
- 14.3 A written resolution may be proposed by the Charity Trustees or by 5% or more of the Members (on written request to the Charity Trustees).
- 14.4 The Charity Trustees must circulate any proposed written resolution to all Members, together with:
- 14.4.1 any accompanying statement;
 - 14.4.2 guidance on how to signify agreement to the resolution; and
 - 14.4.3 the date by which the resolution must be passed if it is not to lapse.
- 14.5 A Member signifies agreement to a proposed written resolution when the Charity receives from him an Authenticated Document (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it.

- 14.6 Subject to Article 14.7, a Written resolution is passed when:
- 14.6.1 *in the case of an Ordinary Resolution, a simple majority of all the Members have signified their agreement to it; and*
 - 14.6.2 *in the case of a Special Resolution, at least 75% of all the Members have signified their agreement to it.*
- 14.7 A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.
- 14.8 The following may not be passed as a Written resolution:
- 14.8.1 a resolution to remove a Charity Trustee before his period of office expires; and
 - 14.8.2 a resolution to remove an independent examiner before his period of office expires.

15. Records and Accounts

- 15.1 The Charity Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 15.1.1 annual reports;
 - 15.1.2 annual returns; and
 - 15.1.3 *Annual statements of account.*
- 15.2 The Charity Trustees must keep proper records of:
- 15.2.1 all resolutions of Members passed otherwise than at a general meeting;
 - 15.2.2 all proceedings at general meetings;
 - 15.2.3 all proceedings at meetings of the Charity Trustees;
 - 15.2.4 all reports of committees; and
 - 15.2.5 all professional advice obtained.
- 15.3 The records referred to in Articles 15.2.1, 15.2.2 and 15.2.3 must be kept for ten years from the date of the resolution, general meeting or Charity Trustees' meeting, as relevant.
- 15.4 Accounting records relating to the Charity must be made available for inspection by any Charity Trustee at any reasonable time during normal office hours.
- 15.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Charity Trustee or Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a written request for it and pays the Charity's reasonable costs.

16. Communication with Members

16.1 The Charity may validly send or supply any document (including any notice) or information to a Member:

- 16.1.1 by delivering it by hand to the address recorded for the Member in the register of Members;
- 16.1.2 by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members;
- 16.1.3 by electronic mail to an email address notified by the Member In Writing; or
- 16.1.4 by means of a website the address of which has been notified to the Member In Writing;

in accordance with this Article 16.

16.2 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- 16.2.1 24 hours after being sent by email or delivered by hand to the relevant address;
- 16.2.2 two Clear Days after being sent by first class post to the relevant address;
- 16.2.3 three Clear Days after being sent by second class or overseas post to the relevant address;
- 16.2.4 on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with Article 1.1);
- 16.2.5 on being handed to the Member personally; or if earlier
- 16.2.6 as soon as the Member acknowledges actual receipt.

16.3 A technical defect in the giving of notice of which the Charity Trustees are unaware at the time does not invalidate decisions taken at a meeting.

16.4 Members may validly send any notice or document to the Charity:

- 16.4.1 by post to
 - (a) the Charity's registered office; or
 - (b) any other address specified by the Charity for such purposes;
- 16.4.2 to any email address provided by the Charity for such purposes.

17. Disputes

If a dispute arises between Members about the validity or propriety of anything done by the Members under the Articles and the dispute cannot be resolved by

agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

18. Guarantee

18.1 The liability of Members is limited.

18.2 Every Member promises, if the Charity is dissolved while he remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while he was a Member.

19. Indemnity

The Charity shall indemnify every Charity Trustee in respect of any **Relevant Liabilities Properly Incurred** in running the Charity.

20. Winding Up

20.1 The Charity may at any time before, and in expectation of, its dissolution resolve that any assets remaining after provision has been made for all its liabilities be applied in one or more of the following ways:

20.1.1 by transfer to one or more other bodies:

(a) established for exclusively charitable purposes within, the same as or similar to the Objects; and

(b) which has or have been approved by Age UK;

20.1.2 directly for the Objects or charitable purposes within or similar to the Objects, to the satisfaction of Age UK; or

20.1.3 in such other manner consistent with charitable status as the Commission approves In Writing in advance.

20.2 A final report and statement of account must be sent to the Commission.

21. Interpretation

21.1 In the Articles:

Age UK means the charitable company limited by guarantee with registered charity number 1128267, company number 06825798 and registered office at Tavis House, 1 - 6 Tavistock Square, London, WC1H 9NA;

AGM means an annual general meeting of the Charity;

Area of Benefit Means the Mid Devon district or such other area of benefit within which the Charity may operate with the prior approval of Age UK;

Articles means these articles of association;

Authenticated Document	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement);
Chair	means the chairperson of the Charity Trustees;
Charities Acts	means the Charities Acts 1992 to 2011;
Charity	means the company governed by the Articles;
Charity Trustee	has the meaning prescribed by section 177 of the Charities Act, namely the persons having the general control and management of the administration of the Charity;
Clear Days	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;
Commission	means the Charity Commission for England and Wales;
Companies Acts	means the Companies Acts 1985 to 2006;
EGM	means an extraordinary general meeting of the Charity;
Financial Expert	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;
Material Benefit	means a benefit which may or may not be financial but which has a monetary value;
Member and Membership	refer to membership of the Charity;
Memorandum	means the Memorandum of Association of the Charity;
Month	means calendar month;
Objects	means the objects of the Charity set out in Article 3;
Ordinary Resolution	means a resolution of the Members that is passed by a simple majority;

Person Connected to a Charity Trustee

means:

- (a) a child, parent, grandchild, grandparent, brother or sister of a Charity Trustee;
- (b) the spouse or civil partner of a Charity Trustee or anyone falling within paragraph (a);
- (c) a person carrying on business in partnership with a Charity Trustee or with any person falling within paragraph (a) or (b);
- (d) an institution which is controlled by a Charity Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together);
- (e) a body corporate in which a Charity Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);

Personal Interest

means an interest which conflicts with the interests of the Charity but does not include an interest in purchasing trustee indemnity insurance;

Properly Incurred

means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity;

Relevant Criminal Offence

means an offence:

- (a) involving or in connection with:
 - (i) terrorism;
 - (ii) money laundering;
 - (iii) bribery;
 - (iv) misconduct in public office;
 - (v) perjury; or
 - (vi) perverting the course of justice;
- (b) otherwise involving dishonesty or deception;
- (c) involving the abuse of children or

vulnerable adults; or

(d) involving violence or harassment;

Relevant Liability means a liability incurred by a Charity Trustee (acting in that capacity) towards a third party, other than liability:

(a) to pay a criminal fine;

(b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);

(c) for defending criminal proceedings in which he is convicted;

(d) for defending civil proceedings in which judgment is given against him;

(e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;

and for the avoidance of doubt, does not include any liability of the Charity Trustee towards the Charity;

Secretary means the company secretary of the Charity (if any);

Special Resolution means a resolution of the Members that is passed by a majority of 75% or more;

Taxable Trading means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax;

Written or In Writing refers to a legible document on paper or a document which can be printed onto paper including a fax message or email;

Year means calendar year.

21.2 Except where the context requires otherwise, expressions defined in the Companies Acts have the same meaning in the Articles.

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

21.4 References to one gender shall include any other gender.

21.5 Articles 3, 4.21, 9 and 20 must not be changed without the prior written authorisation of the Commission.

- 21.6 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity.