

Companies Acts 1985 to 2006

Company limited by guarantee and not having a share capital

WORLD BOOK DAY LIMITED

ARTICLES OF ASSOCIATION

Adopted by special resolution dated

2020

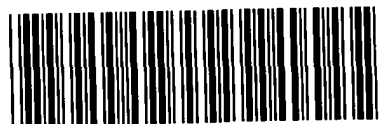
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COMPANIES HOUSE



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COMPANIES HOUSE

TABLE OF CONTENTS

| | | |
|-----|---|----|
| 1. | Interpretation | 2 |
| 2. | Objects | 6 |
| 3. | Powers | 6 |
| 4. | The Trustees (also called Directors) | 7 |
| 5. | Trustees' proceedings | 9 |
| 6. | Trustees' powers | 10 |
| 7. | The Chair | 11 |
| 8. | The Vice-Chair | 11 |
| 9. | Application of Income and Property | 11 |
| 10. | Benefits and payments to Trustees and connected persons | 12 |
| 11. | Conflicts of interest and Conflicts of loyalty | 13 |
| 12. | Records and Accounts | 15 |
| 13. | Membership | 15 |
| 14. | Irregularities | 17 |
| 15. | General Meetings | 17 |
| 16. | Voting | 19 |
| 17. | Use of proxy by Members | 20 |
| 18. | Limited Liability | 21 |
| 19. | Guarantee | 21 |
| 20. | Communications | 21 |
| 21. | Dissolution | 22 |
| | Schedule 1 – Form of Proxy | 23 |
| | Schedule 2 - Transitional Provisions | 24 |

Companies Acts 1985 to 2006

Company limited by guarantee not having a share capital

ARTICLES OF ASSOCIATION OF

WORLD BOOK DAY LIMITED

1. Interpretation

1.1 The Articles are to be interpreted without reference to the Model Articles under the Companies Act, which do not apply to the Charity.

1.2 In the Articles, unless the context indicates another meaning:

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| Adoption Date | means the date of adoption of these Articles; |
| AGM | means an annual general meeting of the Charity; |
| the Articles | means the Charity's Articles of Association and Article refers to a particular Article; |
| BA | means the Booksellers Association of The United Kingdom & Ireland Limited, a company limited by guarantee incorporated in England and Wales with registration number 03849680; |
| Beneficiary and Beneficiaries | means the individual or individuals who qualify as beneficiaries of the Charity in accordance with the Objects; |
| Chair | means the chair of the Trustees appointed under Article 7; |
| the Charity | means the company governed by the Articles; |
| the Charities Act | means the Charities Act 2011; |
| Charity Trustee | has the meaning prescribed by section 177 of the Charities Act; |
| clear day | does not include the day on which notice is given or the day of the meeting or other event; |
| the Commission | means the Charity Commission for England and Wales or any body which replaces it from time-to-time; |
| the Companies Act | has the meaning given in section 2 of the Companies Act 2006; |
| Conflict | means any situation in which a Trustee has or might have a direct or indirect interest (including but not limited to any personal financial interest or a conflict of loyalty) that conflicts or possibly might conflict, with the interests of the Charity or which conflicts or possibly might conflict with that Trustee's duty to act solely in the interests of the Charity; |
| Conflicted Trustee | means a Trustee in respect of whom a Conflict exists; |

Conflicts Policy

means the policy adopted by the Trustees from time-to-time for use by the Trustees setting out the procedure for identifying, monitoring and managing actual and potential Conflicts;

Connected Person

means, in relation to a Trustee:

- (a) a child, parent, grandchild, grandparent, brother or sister of that Trustee;
- (b) the spouse or civil partner of that Trustee or of any person falling within (a) above;
- (c) a person carrying on business in partnership with that Trustee or with any person falling within (a) or (b) above;
- (d) an institution which is controlled (whether directly or through one or more nominees):
 - (i) by that Trustee or any person falling within (a), (b) or (c) above or (e) below; or
 - (ii) by two or more persons falling within (i) above, when taken together;
- (e) a body corporate in which:
 - (i) that Trustee or any person falling within (a), (b) or (c) or (d) above or (f) below has a substantial interest; or
 - (ii) two or more persons falling within (i) above who, when taken together, have a substantial interest; or
- (f) a Scottish partnership in which one or more of the partners is a Trustee, or a person falling within (i) or (ii) above,

and sections 350 – 352 of the Charities Act apply for the purposes of interpreting the terms used in this definition;

Custodian

means a person or body who undertakes safe custody of assets or of documents or records relating to them;

Director

means a director of the Charity being also a charity trustee;

Electronic means

refers to a document or information sent or supplied in electronic form where it is sent or supplied by electronic means (for example by email), or by any other means while in an electronic form (for example sending a disc by post);

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| Financial Benefit | means a benefit, direct or indirect, which is either money or has a monetary value; |
| Financial Expert | means a person who is reasonably believed by the Trustees to be qualified to give advice on investments by reason of their ability in and practical experience of financial and other matters relating to investments; |
| Financial Year | means the Charity's financial year; |
| Founder Member | means BA and PA and Founder Member means each of them; |
| Founder Member Appointed Trustee | means any Trustee appointed from time-to-time pursuant to Articles 4.6.1 and or 4.6.2; |
| Indemnity Insurance | has the meaning prescribed by section 189 of the Charities Act; |
| Member and Membership | refer to company membership of the Charity as a company law member pursuant to the Companies Act; |
| Model Articles | means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229); |
| Month | means calendar month; |
| Nominee Company | means a corporate body registered or having an established place of business in England and Wales which holds title to property for another; |
| Ordinary Resolution | has the meaning given in section 282 of the Companies Act. Where applicable, Members in this definition means a class of Members; |
| the Objects | means the Objects of the Charity as defined in Article 2; |
| PA | means the Publishers Association Limited, a company limited by guarantee incorporated in England and Wales with registration number 03282879; |
| Secretary | means a company secretary; |
| Special Resolution | has the meaning given in section 283 of the Companies Act. Where applicable, Members in this definition means a class of Members; |
| Successor | in respect of a Founder Member has the meaning given in Article 13.8; |
| Supplier | has the meaning given in Article 10.3; |
| Target Date | has the meaning given in paragraph 1.1 of in Schedule 2; |

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| Taxable Trading | means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax; |
| Transfer Point | in respect of a Founder Member has the meaning given in Article 13.8; |
| Transitional Provisions | means the arrangements set out in Schedule 2; being the arrangements that will apply in the period from and including the Adoption Date to and including the Target Date; |
| Trustee | means a Director of the Charity and Trustees means the Directors; |
| Trustee Recruitment and Selection Policy | means the policy adopted by the Trustees from time-to-time setting out the procedure for the recruitment and selection of Trustees (including any eligibility criteria agreed by the Trustees from time-to-time) to be appointed pursuant to Article 4.7; |
| written or in writing | refers to a legible document on paper or a document sent by Electronic means which is capable of being printed out on paper; |
| Un-conflicted Trustees | means the Trustees who do not have a Conflict in relation to the matter in question; |
| Written Resolution | has the meaning given in section 288 of the Companies Act; and |
| year | means calendar year. |

- 1.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 1.4 References to an Act of Parliament are to that Act as amended or re-enacted from time-to-time and to any subordinate legislation made under it.
- 1.5 The heading of an Article shall not affect the interpretation of these Articles.
- 1.6 The Schedules form part of these Articles and shall have effect as if set out in full in the body of these Articles. Any reference to these Articles includes the Schedules.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 A reference to a Trustee (or potential Trustee) being "eligible" shall mean that at the relevant time: (i) none of the circumstances set out in Articles 4.11.4 and/or 4.11.5 apply to that person; (ii) no other Trustee is also employed by that person's employer (this shall not apply where the relevant person's employer is a Founder Member); and (iii) he or she satisfies any eligibility criteria set out in the Trustee Recruitment and Selection Policy adopted by the Trustees for use by the Charity at the relevant time.

- 1.11 A reference to BA or to PA shall include each of the relevant organisation's Successor.

2. Objects

- 2.1 The Object of the Charity is to advance the education of the public, particularly by assisting in the promotion of reading amongst children and young people. The Charity will particularly promote World Book Day, which shall comprise a series of events each year or any other such event, the purpose of which is to promote and encourage reading amongst children and young people.

3. Powers

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

- 3.1 to promote or carry out research;
- 3.2 to provide advice;
- 3.3 to publish or distribute information
- 3.4 to co-operate with other bodies;
- 3.5 to support, administer or set up other charities;
- 3.6 to raise funds;
- 3.7 to borrow money;
- 3.8 to give security, including but not limited to guarantees, for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 3.9 to acquire or hire property of any kind;
- 3.10 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 3.11 to make grants or loans or money and to give guarantees;
- 3.12 to set aside funds for special purposes or as reserves against future expenditure;
- 3.13 to deposit or invest its funds in any manner (but to invest only after obtaining advice from a Financial Expert and having regard to the suitability of investments and the need for diversification);
- 3.14 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 3.14.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 3.14.2 every transaction is reported to the Trustees;
 - 3.14.3 the performance of the investments is reviewed regularly with the Trustees;
 - 3.14.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 3.14.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 3.14.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 3.14.7 the Financial Expert must not do anything outside the powers of the Trustees;

- 3.15 to arrange for investments or other property of the Charity to be held in the name of a Nominee Company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions, and to pay any reasonable fee required;
- 3.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 3.17 to provide Indemnity Insurance for the Trustees and officers of the Charity in accordance with the restrictions imposed by the Charities Act;
- 3.18 subject to Article 9.3, to employ or engage paid or unpaid agents, staff or advisers and where appropriate:
 - 3.18.1 to provide for them to benefit under pension and other staff benefit arrangements for them and their dependants; and
 - 3.18.2 to enter into compromise and settlement arrangements with them;
- 3.19 to enter into contracts and agreements of any kind, including without limitation contracts to provide services to or on behalf of other bodies;
- 3.20 to establish or acquire subsidiaries;
- 3.21 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;
- 3.22 to act as a Charity Trustee of a charitable trust;
- 3.23 to acquire, merge with or enter into any partnership or joint venture arrangement with any other body for the purposes of any of the Objects;
- 3.24 to convert to a charitable incorporated organisation;
- 3.25 to accept or refuse gifts and donations;
- 3.26 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as Custodian, and to pay any reasonable fee required;
- 3.27 to carry out campaigning and advocacy, provided that the Trustees are satisfied that any proposed campaigning and advocacy will further the Objects to an extent justified by the resources committed and that such activity is not the dominant means by which the Charity promotes the Objects;
- 3.28 to trade in the course of carrying out the Objects and carry on any other trading (provided that it is not a substantial permanent trading activity); and
- 3.29 to do anything else within the law which promotes or helps to promote the Objects.

4. The Trustees (also called Directors)

- 4.1 The Trustees as Charity Trustees and company directors have general control and management of the administration of the Charity and its property and funds.
- 4.2 The Charity must maintain a register of Trustees (which may be called a register of directors).

Number of Trustees

- 4.3 There shall be at least three and not more than twelve Trustees all of whom must meet the eligibility criteria set by the Trustees from time-to-time in the Trustee Recruitment and Selection Policy who shall be appointed in the manners set out in Articles 4.6 to 4.7.

- 4.4 If the number of Trustees falls below three, the remaining Trustees may only act to appoint further Trustees or to request that a Founder Member exercises its rights under Article 4.6 to do so, as required.
- 4.5 The Trustees shall, as soon as reasonably practicable following the date of adoption of these Articles, create and adopt a Trustee Recruitment and Selection Policy. The Trustees shall review the Trustee Recruitment and Selection Policy on an annual basis and shall update the policy as required to reflect the Charity's strategy, any legal requirements and any relevant guidance published by the Charity Commission (in each case as the same are amended or updated from time to time).

Appointment of Trustees

- 4.6 Trustees shall be appointed in the manner set out below:
- 4.6.1 BA shall have the right (for as long as it remains a Member), to appoint up to three eligible persons from time-to-time to serve as Trustees and terminate the appointment of each of those Trustees by providing notice in writing to the Charity;
- 4.6.2 PA shall have the right (for as long as it remains a Member), to appoint up to three eligible persons from time-to-time to serve as Trustees and terminate the appointment of each of those Trustees by providing notice in writing to the Charity;
- 4.6.3 The appointment and termination of the appointment of a Trustee by notice to the Charity pursuant to Articles 4.6.1 or 4.6.2 (as the case may be) shall, in each case, take effect on and from the date that a valid notice is actually received by the Charity, or treated as being actually received by the Charity in accordance with Article 20.3, whichever is the earlier;
- 4.6.4 A notice of appointment given pursuant to Article 4.6.1 or 4.6.2 (as the case may be) shall only be valid if it is accompanied by a written consent signed by the person so appointed confirming that he or she consents to be a Trustee of the Charity;
- 4.6.5 Up to an additional six eligible persons may be appointed from time-to-time to serve as Trustees pursuant to the process set out in Article 4.7. If a Founder Member ceases to be a Member, then the number of Trustees that may be appointed by the Trustees pursuant to this Article 4.6.5 shall increase by three eligible persons in respect of each Founder Member that ceases to be a Member, provided always that the number of Trustees that can appointed under this Article 4.6.5 is subject to the maximum number of Trustees that may be appointed in accordance with Article 4.3 (which at the date of adoption of these Articles is twelve).
- 4.7 Where a vacancy arises in the number of Trustees who can from time-to-time be appointed pursuant to Article 4.6.5 then such vacancy may be filled by the Trustees in the following manner:
- 4.7.1 the Trustees shall (with the assistance of the Chief Executive) follow any procedures and or criteria for selection of Trustees set out in Trustee Recruitment and Selection Policy (in the form that such document takes at the relevant time); and
- 4.7.2 once a suitable candidate has been identified pursuant to the Trustee Recruitment and Selection Policy, the Trustees may (if they think fit) appoint such person to serve as a Trustee by a resolution of a majority of the Trustees.
- 4.8 In each case, a Trustee is appointed (subject to Article 4.11) for a term of three years. A Trustee (if his or her appointment is not first terminated by his or her respective appointer, if applicable) who has served his or her term must retire at the next meeting of the Trustees that occurs following the expiry of his or her term.

- 4.9 Subject to Article 4.11, a retiring Trustee who remains eligible at the relevant time may (other than where Article 7 or Article 8 applies) be re-appointed for a maximum of two consecutive terms of office including their initial term.
- 4.10 The Trustees may, in circumstances which they consider to be exceptional, permit up to one or more of the Trustees to serve one or more additional consecutive terms of office, provided that any such further appointment may only take effect with the consent of at least 75% of the other Trustees.

Retirement and removal of Trustees

- 4.11 Any Trustee's term of office automatically terminates if that person:
- 4.11.1 reaches the end of their term of office in accordance with Article 4.6 or Article 4.10;
 - 4.11.2 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office);
 - 4.11.3 being a Founder Member Appointed Trustee, has their appointment terminated in the manner set out in Articles 4.6.1 and or 4.6.2 (as the case may be) by their appointing Member;
 - 4.11.4 is disqualified under the Charities Act from acting as a Charity Trustee or are prohibited by law from being a director of a company, or are disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005 or Charities Act (Northern Ireland) 2008;
 - 4.11.5 has become physically or mentally incapable of acting as a Trustee and may remain so for more than 3 Months and this is confirmed by a registered medical practitioner and are removed by a resolution of a majority of the other Trustees;
 - 4.11.6 is absent without notice from three consecutive meetings of the Trustees and are removed by a resolution of a majority of the other Trustees;
 - 4.11.7 is removed by the Members in accordance with the provisions of the Companies Act;
 - 4.11.8 is removed by a resolution passed by a majority of the other Trustees on the basis that:
 - (a) he or she has breached his or her duty as a Trustee;
 - (b) he or she has breached the Trustee' Code of Conduct (if any); or
 - (c) a majority of the other Trustees reasonably believe that his or her removal as a Trustee is in the best interests of the Charity;
 - 4.11.9 dies; or
 - 4.11.10 ceases to be a Member.
- 4.12 In addition, where a Trustee is a Founder Member Appointed Trustee that Trustee's term of office shall automatically terminate on: (i) the Transfer Point, where Article 13.8 applies; or (ii) the date and time that his or her appointer ceases to be a Member (whichever is the earlier).
- 4.13 Where the appointment of a Founder Member Appointed Trustee terminates in the manner set out in Article 4.11, such termination shall not prevent that former Trustee's appointing Member from appointing another eligible person to replace that former Trustee.

5. Trustees' proceedings

- 5.1 The Trustees must hold at least four meetings each year.

Quorum

- 5.2 A quorum at a meeting of the Trustees is:
- 5.2.1 subject to Article 5.2.2, three Trustees; or
 - 5.2.2 for any meeting of the Trustees held at any time at which there are 12 or more Trustees in appointment at the commencement of that meeting, four Trustees.

Calling Trustees' meetings

- 5.3 A Trustee may at any time, and the Secretary (if any) must at the request of a Trustee, summon a meeting of the Trustees.
- 5.4 Notice of a meeting of the Trustees may be given to a Trustee personally or by word of mouth or sent in writing to them at their last known postal or email address or any other postal or email address given by them to the Charity for this purpose.
- 5.5 Except where there are matters demanding urgent consideration, each Trustee must be given reasonable notice of each meeting of the Trustees.

Attendance and voting at Trustees' meetings

- 5.6 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.
- 5.7 The Chair, or if the Chair is not present, unable or unwilling to do so then the Vice-Chair (if they are present, able and willing to do so) shall preside at the meeting. If neither the Chair nor the Vice-Chair are present, able to or willing to preside at the meeting then some other Trustee chosen by the Trustees present at the meeting shall preside.
- 5.8 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting provided that the number of Trustees who are not Conflicted Trustees is equal to or exceeds the number set as a quorum for a meeting of the Trustees in accordance with Article 5.2. For this purpose the resolution may be contained in more than one document.
- 5.9 Every Trustee has one vote on each issue but, in the case of an equality of votes, the chair of the meeting has a second or casting vote.

6. Trustees' powers

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 6.1 To appoint (and remove) any person who is willing to act as Secretary in accordance with the Companies Act.
- 6.2 To delegate in writing any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee. All proceedings of committees must be reported promptly to the Trustees and the delegation may be revoked at any time.
- 6.3 To establish such advisory boards as the Trustees see fit from time-to-time for the purpose of providing advice and guidance to the Trustees (but the Trustees shall not delegate any functions to any advisory board unless such board complies with the requirements of Article 6.2);

- 6.4 To delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including, subject to Articles 9 and 10, the payment of a salary) as they think fit.
- 6.5 To make such reasonable and proper standing orders, rules, regulations or bye laws for the proper conduct and management of the Charity provided that they are consistent with the Articles and the Companies Act.
- 6.6 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 6.7 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to them in their capacity as Members.

7. The Chair

7.1 The Chair:

- 7.1.1 shall (subject to the Transitional Provisions) be appointed by the Trustees from among those of their number; and
 - 7.1.2 shall be appointed for a maximum term of office of (i) three years from the date of appointment; or (ii) the remaining length of their then current three year term as a Trustee, whichever is the shorter.
- 7.2 A retiring Chair who is eligible (in accordance with Article 1.10) may be reappointed as long as he/she remains appointed as a Trustee, provided that he/she shall not serve as Chair for more than two consecutive terms, unless the Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve as Chair, in which case, the retiring Chair may be re-appointed for a further term of office not exceeding two years, or the remainder of their term of office as a Trustee, whichever is the shorter.

8. The Vice-Chair

8.1 A Vice-Chair:

- 8.1.1 may be appointed by the Trustees from among their number; and
 - 8.1.2 shall be appointed for a maximum term of office of (i) one year from the date of appointment; or (ii) the remaining length of their then current three year term as a Trustee, whichever is the shorter.
- 8.2 A retiring Vice-Chair who is eligible (in accordance with Article 1.10) may be reappointed as long as he/she remains appointed as a Trustee, provided that he/she shall not serve as Vice-Chair for more than two consecutive terms, unless the Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve as Vice-Chair, in which case, the retiring Vice-Chair may be re-appointed for a further term of office not exceeding one year, or the remainder of their term of office as a Trustee, whichever is the shorter.

9. Application of Income and Property

- 9.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects, but:
 - 9.1.1 a Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by them when acting on behalf of the Charity;

- 9.1.2 a Trustee may benefit from trustee Indemnity Insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act; and
- 9.1.3 the Charity may indemnify any Trustee or former Trustee against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act.
- 9.2 A Trustee may not receive any benefit or payment unless it is authorised by Article 9.1 or Article 10.
- 9.3 Subject to Article 10, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to any Member. This does not prevent a Member who is not also a Trustee or Connected Person:
 - 9.3.1 receiving a benefit from the Charity in the capacity of a Beneficiary of the Charity;
 - 9.3.2 being employed by or entering into contracts with the Charity and receiving reasonable and proper remuneration for any goods or services supplied to the Charity;
 - 9.3.3 receiving interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England base rate; or
 - 9.3.4 receiving rent for premises let by the Member to the Charity, provided that the amount of the rent and the other terms of the lease must be reasonable and proper.

10. Benefits and payments to Trustees and connected persons

- 10.1 No Trustee or Connected Person may:
 - 10.1.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
 - 10.1.2 sell goods, services, or any interest in land to the Charity;
 - 10.1.3 be employed by, or receive any remuneration from, the Charity; or
 - 10.1.4 receive any other Financial Benefit from the Charity,

unless the payment is permitted by Article 9.1 and/or Article 10.2, or authorised by the court or the prior written consent of the Commission has been obtained, or the Commission has confirmed in writing that its consent is not needed.
- 10.2 A Trustee or Connected Person may:
 - 10.2.1 receive a benefit from the Charity in the capacity of a Beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way;
 - 10.2.2 enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;
 - 10.2.3 subject to Article 10.3, provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person;
 - 10.2.4 receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England base rate;
 - 10.2.5 receive rent for premises let by the Trustee or Connected Person to the Charity, provided that the amount of the rent and the other terms of the lease must be

reasonable and proper, and the Conflicted Trustee must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion; and

- 10.2.6 take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 10.3 The Charity and its Trustees may only rely upon the authority provided by Article 10.2.3 if each of the following conditions is satisfied:
 - 10.3.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity and the Trustee or Connected Person supplying the goods (the **Supplier**) under which the Supplier is to supply the goods in question to or on behalf of the Charity.
 - 10.3.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
 - 10.3.3 The Un-conflicted Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than with someone who is not a Trustee or Connected Person. In reaching that decision the Un-conflicted Trustees must balance the advantage of contracting with a Trustee or Connected Person against the disadvantages of doing so.
 - 10.3.4 The Conflicted Trustee is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with the Supplier with regard to the supply of goods to the Charity.
 - 10.3.5 The Conflicted Trustee does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.
 - 10.3.6 The reason for their decision is recorded by the Trustees in the minutes.
 - 10.3.7 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Articles 10.2.2 to 10.2.5.
- 10.4 In Articles 11.4 and 10.3 the term Charity includes any company or other legal entity in which the Charity:
 - 10.4.1 holds more than 50% of the shares; or
 - 10.4.2 controls more than 50% of the voting rights; or
 - 10.4.3 has the right to appoint one or more directors or trustees to the board of the company or other legal entity.

11. Conflicts of interest and Conflicts of loyalty

- 11.1 The Charity shall implement and maintain a Conflicts Policy which enables Trustees to identify and manage any Conflicts in furtherance of the provisions of this Article 11.
- 11.2 The Trustees shall each abide by the Conflicts Policy.
- 11.3 A Trustee must declare, as soon as possible and at the latest at the beginning of the meeting at which the matter is to be discussed or before the passing of any written resolution of the Trustees, the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.
- 11.4 Any Trustee who is or becomes a Conflicted Trustee in relation to any matter to be discussed by the Trustees must:

- 11.4.1 absent themselves from those discussions, unless the Un-conflicted Trustees invite the Conflicted Trustee to remain in order to provide information to assist the Un-conflicted Trustees in their discussions; and
- 11.4.2 be absent during any vote and have no vote on the matter whether at a meeting or by written resolution of the Trustees, and shall not be counted in the quorum for that part of the discussion.
- 11.5 Subject to the provisions of the Companies Act, and provided that they have disclosed to the other Trustees the nature and extent of any interest in accordance with Article 11.1, a Trustee may be an unpaid director or other officer of any undertaking in the same group as the Charity or in which the Charity or any undertaking in the same group as the Charity is otherwise interested. The conditions in Articles 11.1 and 11.4 apply to this authorisation.
- 11.6 If a Conflict arises for a Trustee and that Conflict is not authorised by virtue of any other provision in the Articles, the Un-conflicted Trustees may authorise that Conflict where the following conditions apply:
 - 11.6.1 the Conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - 11.6.2 the Conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting;
 - 11.6.3 the Un-conflicted Trustees consider it is in the interests of the Charity to authorise the Conflict in the circumstances applying; and
 - 11.6.4 the Conflict does not involve a direct or indirect benefit of any nature to a Trustee or to a Connected Person.
- 11.7 Any authorisation of a Conflict under Article 11.6:
 - 11.7.1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 11.7.2 may impose upon the Conflicted Trustee such other terms for the purposes of dealing with the Conflict as the Trustees think fit; and
 - 11.7.3 may provide that, where the Conflicted Trustee obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Trustee) information that is confidential to a third party, they shall not be obliged to disclose that information to the Charity, or to use it in relation to the Charity's affairs where to do so would amount to a breach of that confidence.
- 11.8 Where the Un-conflicted Trustees authorise a Conflict under Article 11.6, the Conflicted Trustee shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Un-conflicted Trustees in relation to the Conflict.
- 11.9 The Trustees may revoke or vary any authorisation given under Article 11.6 at any time, but this shall not affect anything done by the Conflicted Trustee prior to such revocation or variation in accordance with the terms of such authorisation.
- 11.10 A Founder Member Appointed Trustee, notwithstanding their office, may be an officer of, employed by, or otherwise interested (including by the holding of shares) in their appointing Founder Member(s) and no authorisation under Article 11.6 shall be necessary in respect of any such interest.

12. Records and Accounts

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

13. Membership

- 13.1 The Charity must maintain a Register of Members.
- 13.2 Each of the Founder Members shall be Members and shall, subject to Article 13.8 and Article 13.12, continue as Members.
- 13.3 Each Founder Member may nominate by notice in writing to the Charity one individual or organisation to be admitted as an additional Member.
- 13.4 The nomination of an individual or organisation pursuant to Article 13.3 must be accompanied by consent in writing of the individual or organisation so nominated to their becoming a Member.
- 13.5 In addition, any individual or organisation can be admitted as an additional Member if they have consented in writing to their becoming a Member and, other than where Article 13.8 applies, both BA and PA provide their written consent to their admission, provided that a Founder Member shall not be required to provide such consent where it is no longer a Member.
- 13.6 As soon as practicable after the receipt by the Charity of a nomination and a consent in writing in accordance with Articles 13.3 and 13.4, or a consent in writing in accordance with Article 13.5, the name of the individual/ organisation so nominated shall be entered into the Register of Members.
- 13.7 It is the duty of each Member of the Charity to exercise its, his or her powers as a Member of the Charity in the way it, he or she (as applicable) decides in good faith would be most likely to further the purposes of the Charity.
- 13.8 Membership is not transferable, save where:
- 13.8.1 a Founder Member (the **Departing Founder Member**) transfers substantially all of its *business, assets and undertaking* to a new organisation that is *intended to act* as its

successor (in respect of that Departing Founder Member its **Successor Organisation**);

13.8.2 the Successor Organisation and the Departing Founder Member jointly notify the Charity in writing that: (i) the Departing Founder Member wishes the Successor Organisation to succeed it as a Member and accordingly it wishes to resign as a Member effective on the entry of the Successor Organisation in the Register of Members; and (ii) the Successor Organisation wishes to become a Member; and

13.8.3 the relevant Successor Organisation is admitted as a Member by a resolution of the Trustees and entered in the Register of Members.

On and from the time that the relevant Successor Organisation is entered in the Register of Members (the **Transfer Point**) the Successor Organisation shall, for the purpose of these Articles be that Departing Founder Member's successor (**Successor**) and assume all of the rights of the relevant Founder Member under these Articles and shall observe, perform and be bound by the provisions of these Articles that contain obligations that apply to the relevant Founder Member in each case in its capacity as a Member. On and from the relevant Transfer Point references in these Articles to the Departing Founder Member shall be deemed to be to the Successor and not to the relevant Founder Member which shall on and from the Transfer Point be deemed for the purpose of the Articles to have ceased to be a Member and shall be removed from the Register of Members forthwith by the Trustees.

13.9 A Member nominated pursuant to Article 13.3 shall automatically cease to be a Member when:

13.9.1 the Member concerned gives written notice of resignation to the Charity; or

13.9.2 the Founder Member which appointed them gives notice in writing to the Charity of the termination of that person's/ organisation's membership; or

13.9.3 the Member concerned dies,

and shall be removed from the Register of Members.

13.10 In addition, where a Member is a Member nominated under Article 13.3 that Member shall automatically cease to be a Member on: (i) the Transfer Point, where Article 13.8 applies; or (ii) the date and time that his or her appointer ceases to be a Member (whichever is the earlier).

13.11 Where a Member ceases to be a Member in the manner set out in Article 13.9 or 13.12, such cessation shall not prevent that former Member's appointing Founder Member from appointing another person to replace that former Member as its nominee under Article 13.3.

13.12 In addition to and separate to the termination provisions in Articles 13.9 and 13.10, an organisation (including a Founder Member) shall cease to be a Member and shall be removed from the Register of Members if:

13.12.1 the Member resigns its Membership by notice in writing to the Charity (pursuant to Article 13.8.2 or otherwise);

13.12.2 in the case of a corporate body, an order is made or a resolution is passed for its winding up or administration or it has a receiver appointed over all or some part of its assets;

13.12.3 it ceases to exist;

13.12.4 the Trustees (other than those Trustees appointed by that Member) unanimously resolve that it is in the best interests of the Charity that its Membership be terminated provided that such a resolution shall only be validly be passed if:

- (a) the Member has been given at least 21 days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed; and
- (b) a representative of the Member has been allowed to make representations to the meeting.

14. Irregularities

- 14.1 The proceedings at any meeting or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.
- 14.2 Subject to Article 14.3, all acts done by a meeting of Trustees or by a committee or by a person acting as Trustee shall be valid notwithstanding that it shall afterwards be discovered that there was a defect in the appointment of any Trustee or any member of a committee, or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote.
- 14.3 Article 14.2 does not permit a Trustee or Connected Person to keep any benefit that may be conferred on them by a resolution of the Trustees or a committee of the Trustees if, but for Article 14.2, the resolution would have been void.

15. General Meetings

- 15.1 Members are entitled to attend general meetings in person or, subject to the compliance with Article 17, by proxy.
- 15.2 General meetings may be held and conducted:
 - 15.2.1 in such a way that all persons are present together at the same place (a **physical meeting**); or
 - 15.2.2 entirely by electronic means in which all participants may communicate with all the other participants simultaneously (such as by telephone or video conference) (a **virtual meeting**); or
 - 15.2.3 by way of a **hybrid meeting**, whereby some participants are present together at a physical meeting and other participants join the meeting by way of electronic means in which all participants may communicate with all the other participants simultaneously.
- 15.3 General meetings are called on at least 14 days' written notice. The notice must:
 - 15.3.1 specify the date and time of the meeting, and;
 - (a) in the case of a physical meeting, the place of the meeting;
 - (b) in the case of a virtual meeting, the details of how attendees should communicate electronically with each other during the meeting;
 - (c) in the case of a hybrid meeting, the place of the meeting and the details of how attendees not physically present should communicate electronically during the meeting.
 - 15.3.2 the general nature of the business to be transacted indicating the business to be discussed and (if a Special Resolution is to be proposed) setting out the terms of the proposed Special Resolution;

- 15.3.3 contain a statement setting out the right of Members to appoint a proxy under section 324 of the Companies Act and Article 17; and
- 15.3.4 be given to all the Members, to all the Trustees and, if any, the Charity's auditors.
- 15.4 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees or at least 10% of the Membership.
- 15.5 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.
- 15.6 A general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.
- 15.7 No business shall be transacted at any general meeting unless a quorum is present.
- 15.7.1 A quorum is two Members one of whom must be BA or a Member appointed by BA and one of whom must be PA or a Member appointed by PA present in person or by proxy or, if a corporate member, by their authorised representative and entitled to vote upon the business to be conducted at the meeting.
- 15.7.2 If:
- (a) a quorum is not present within half an hour from the time appointed for the meeting; or
 - (b) during a meeting a quorum ceases to be present;
- the meeting shall be adjourned to such time as the Trustees shall determine.
- 15.7.3 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present in person or by proxy at that time shall constitute the quorum for that meeting.
- 15.7.4 A quorum will not be constituted for the purposes of Article 15.7.1 when the only Members present in person or by proxy are a Member appointed by a Founder Member and their appointing Founder Member (whereby the Founding Member is represented by that same Member).
- 15.8 Adjourned meetings:
- 15.8.1 The Members present in person or by proxy or, if a corporate member, by their authorised representative at a meeting may resolve by Ordinary Resolution that the meeting shall be adjourned.
- 15.8.2 The person who is chairing the meeting must decide the date and time to which the meeting is to be reconvened unless those details are specified in the resolution.
- 15.8.3 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 15.8.4 If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the details of how and when meeting shall take place in accordance with Article 15.3.1.
- 15.9 At all general meetings the Chair shall preside. If there is no such Chair or if the Chair is not present or is unwilling or unable to act, the Vice-Chair (if they are present, willing and able to do so) shall preside at the meeting. If neither the Chair nor the Vice-Chair are present, able to

or willing to preside at the meeting, the Members present shall elect another Trustee to preside at the meeting.

- 15.10 The Charity must hold an AGM every year.
- 15.11 The provisions of Article 15 shall apply to the AGM as if it were any other general meeting but in addition, the business to be transacted at the AGM must include Members:
- 15.11.1 receiving the accounts of the Charity for the previous Financial Year;
 - 15.11.2 receiving a written report on the Charity's activities; and
 - 15.11.3 appointing reporting accountants or auditors for the Charity.
- 15.12 Members may also from time-to-time, at any general meeting following a recommendation by the Trustees:
- 15.12.1 confer on any individual (with their consent) or remove from any individual the honorary title of Patron, President or Vice-President of the Charity; and
 - 15.12.2 deal with any other business put before them by the Trustees.

16. Voting

- 16.1 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by Ordinary Resolution.
- 16.2 In the case of a virtual meeting or a hybrid meeting, the term "show of hands" shall mean: (i) spoken assent (or dissent); or (ii) assent (or dissent) confirmed via an electronic voting facility (where such facility has been made available).
- 16.3 On a show of hands every Member present in person or by proxy shall have one vote. On a poll every Member present in person or by proxy shall have one vote for each vote exercisable by that Member.
- 16.4 Any 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 demanded. Subject to the provisions of the Companies Act, a poll may be demanded:
- 16.4.1 by the chair of the meeting; or
 - 16.4.2 by at least two Members having the right to vote at the meeting and present in person or by proxy; or
 - 16.4.3 by a Member(s) representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
- 16.5 Unless a poll is duly demanded, a declaration by the chair of the meeting of the result of a vote shall be conclusive evidence of the fact. The result of the vote must be recorded in the minutes of the Charity but it is not necessary to record the number or proportion of the votes cast.
- 16.6 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.
- 16.7 A poll must be taken as the chair of the meeting directs and they may appoint scrutineers (who need not be Members) and fix a time, date and place for declaring the results. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

- 16.8 A poll demanded on the election of the 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, date and place as the chair of the meeting directs not being more than thirty days after the poll is demanded.
- 16.9 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll is demanded.
- 16.10 If the poll is not taken immediately, at least seven clear days' notice must be given specifying the time, date and place at which the poll is to be taken.
- 16.11 Except where otherwise provided by the Articles or the Companies Act, a Written Resolution (whether an Ordinary or a Special Resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the Written Resolution may be set out in more than one document.
- 16.12 Any organisation which is a Member of the Charity may by resolution of its board of directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which they represent as that organisation could exercise if it were an individual Member of the Charity.
- 16.13 A vote given, or poll demanded by proxy, or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

17. Use of proxy by Members

- 17.1 A proxy can only be appointed by a written instrument, signed on behalf of the appointer, in one of the forms set out in Schedule 1 to these Articles or in the form otherwise approved by the Charity, as appropriate.
- 17.2 The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified in such form as may be required by the Trustees or in some other way approved by the Members may:
- 17.2.1 be deposited (including by Electronic Means) at the office as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - 17.2.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - 17.2.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the person chairing the meeting,
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
- 17.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.

- 17.4 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 17.5 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 17.6 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

18. Limited Liability

- 18.1 The liability of Members is limited.

19. Guarantee

- 19.1 Every Member promises, if the Charity is dissolved while they remain a Member or within one year after they cease to be a member, to pay up to £1 towards:
- 19.1.1 payment of those debts and liabilities of the Charity incurred before they ceased to be a Member;
 - 19.1.2 payment of the costs, charges and expenses of winding up; and
 - 19.1.3 the adjustment of rights of contributors among themselves.

20. Communications

- 20.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
- 20.1.1 by hand;
 - 20.1.2 by post; or
 - 20.1.3 by suitable Electronic Means (where specific consent has been received from the Member or Trustee).
- 20.2 The only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.
- 20.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 20.3.1 24 hours after being sent by Electronic Means or delivered by hand to the relevant address;
 - 20.3.2 two clear days after being sent by first class post to that address;
 - 20.3.3 three clear days after being sent by second class or overseas post to that address;
 - 20.3.4 immediately on being handed to the recipient personally, or in the cases of an intended recipient handed personally to an authorised representative of that recipient; or, if earlier,
 - 20.3.5 as soon as the recipient acknowledges actual receipt.
- 20.4 A technical defect in service of any notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

21. Dissolution

21.1 If the Charity is dissolved, any assets remaining after providing for all its liabilities must be applied in one or more of the following ways as the Trustees may decide:

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

21.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or

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

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

21.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

Schedule 1 – Form of Proxy

An instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual, or which the Trustees may approve):

"I/We,, of, being a Member/Members of the above-named Charity, hereby appoint of, or in their absence, of, as my/our proxy to attend, speak and vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the Charity, to be held on 20[], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for * against

Resolution No. 2 *for * against.

- Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as they think fit or abstain from voting.

Signed on 20[]"

Schedule 2 - Transitional Provisions

1. General

- 1.1. The Transitional Provisions will apply during the **Transition Period**, being the period from the Adoption Date up to and including the later of the: (i) date which falls one year after the Adoption Date; and (ii) last date of any period of extension consented to by the Trustees in accordance with paragraph 1.2 (the **Target Date**).
- 1.2. Unless the Transition Period is extended by consent of at least 75% of the Trustees, the Transitional Provisions shall cease to apply (and paragraph 1.3 will cease to have effect) immediately following the Target Date.
- 1.3. The Transitional Provisions will apply in substitution for, and to the exclusion of any conflicting provisions in the Articles.

2. Trustees

- 2.1. It is agreed that the Trustees appointed as at the Adoption Date have the following amount of time remaining under their current term in office (subject to the termination of such term in accordance with Article 4.11):

| Name | Date of appointment | Date of end of current term |
|------------------|---------------------|-----------------------------|
| Steve Thompson | 27 September 2017 | 26 September 2020 |
| Cressida Cowell | 27 September 2017 | 26 September 2020 |
| Jonathan Douglas | 26 September 2018 | 25 September 2021 |
| Meryl Halls | 1 July 2019 | 30 June 2022 |
| David Prescott | 1 July 2018 | 30 June 2021 |
| Hazel Broadfoot | 6 June 2019 | 5 June 2022 |
| Stephen Lotinga | 05 June 2019 | [DATE] June 2022 |

3. The Chair

- 3.1. During the Transition Period:
- 3.1.1 the Chair shall initially be a Trustee appointed by PA (**PA Chair**);
- 3.1.2 the PA Chair shall be replaced by the appointment of a new Chair by the Trustees from among those of their number that are not Founder Member Appointed Trustees (**New Chair**); and

the New Chair shall be appointed for a maximum term of office of (i) three years from the date of appointment; or (ii) the remaining length of their then current three year term