

Company Number 3936727

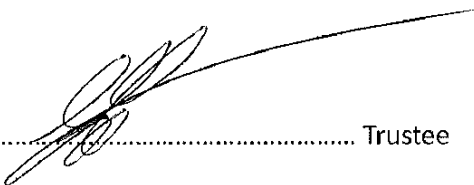
Charity Number 1082663

**SPECIAL RESOLUTION  
OF EMBRACE WIGAN & LEIGH  
(‘the Company’)**

**Resolution in the terms and of the type passed by the Members of the Company during the  
Trustee Meeting Held at 81 Ribble Road, Platt Bridge on 15 October 2022**

**SPECIAL RESOLUTION**

1. The attached articles of association be adopted as the articles of association of the Charity in substitution for and to the exclusion of the existing articles of association.

  
..... Trustee

**The Companies Act 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Articles of Association**

**of**

**Embrace Wigan and Leigh**

**Company No: 03936727**

## **The Companies Act 2006**

### **Company Limited by Guarantee and not having a Share Capital**

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## **The Companies Act 2006**

### **Company Limited by Guarantee and not having a Share Capital**

### **Articles of Association of Embrace Wigan and Leigh**

**Company No: 03936727**

#### **INTERPRETATION**

##### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

#### **OBJECTS AND POWERS**

##### **2. Objects**

2.1 The objects of the Charity are for the public benefit:

- 2.1.1 The relief of those in need because of disability or physical or mental ill-health, including (but not limited to) by the provision of support, advice and information to persons experiencing disability or ill-health and their families and carers; and
- 2.1.2 The promotion of social inclusion by preventing people from becoming socially excluded, relieving the needs of those people who are socially excluded and assisting them to integrate into society. For the purpose of this clause 'socially excluded' includes being excluded from society, or parts of society, because of one of more of the following factors: disability, old age, ill health (physical or mental), financial hardship, discrimination or relationship or family breakdown.

##### **3. Powers**

3.1 To further its objects the Charity may:

- 3.1.1 provide and assist in the provision of money, materials or other help;
- 3.1.2 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.1.3 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.4 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

- 3.1.5 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);
- 3.1.6 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.1.7 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.8 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.9 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.10 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.11 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.12 accept (or disclaim) gifts of money and any other property;
- 3.1.13 raise funds by way of subscription, donation or otherwise;
- 3.1.14 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.15 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.16 subject to Article 4 (Limitation on private benefits):
  - (a) engage and pay employees, consultants and professional or other advisers; and
  - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.1.17 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.1.18 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 3.1.19 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.20 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;

- 3.1.21 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.1.22 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Charity); and
- 3.1.23 do all such other lawful things as may further the Charity's objects.

#### **LIMITATION ON PRIVATE BENEFITS**

##### **4. Limitation on private benefits**

- 4.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.
- 4.2 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 him or her when acting on behalf of the Charity.
- 4.3 A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expenses in accordance with and subject to the conditions in section 189 Charities Act 2011.
- 4.4 A Trustee may receive an indemnity from the Charity in the circumstances specified in Article 6.

##### ***Benefits to Trustees and persons Connected to a Trustee***

- 4.5 A Trustee may not receive any other benefit or payment unless it is authorised by Article 4.8.
- 4.6 Subject to Article 4.8, none of the income or the 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 of the Charity.
- 4.7 No Trustee or person Connected to a Trustee may:
  - 4.7.1 buy or receive any goods or services from the Charity on terms preferential to those applicable to members of the public;
  - 4.7.2 sell goods, services or any interest in land to the Charity;
  - 4.7.3 be employed by, or receive any remuneration from, the Charity;
  - 4.7.4 receive any other financial benefit from the Charity;

unless the payment is permitted by Article 4.8, or authorised by the court or the Charity Commission. In this clause, a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

### ***Scope and powers permitting benefits to Trustees or persons Connected to Trustees***

- 4.8 A Trustee or person Connected to a Trustee may:
- 4.8.1 receive a benefit from the Charity in the capacity of a beneficiary of the Charity;
  - 4.8.2 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, section 185 of the Charities Act 2011;
  - 4.8.3 subject to Article 4.9, provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or person Connected to a Trustee;
  - 4.8.4 receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate);
  - 4.8.5 receive rent for premises let by Trustee or person Connected to a Trustee to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion; and
  - 4.8.6 take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

### **Payment for supply of goods only – controls**

- 4.9 The Charity and its Trustees may only rely upon the authority provided by 4.8.3 to provide goods to the Charity if each of the following conditions is satisfied:
- 4.9.1 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 person Connected to a Trustee supplying the goods ('the **supplier**') under which the supplier is to supply the goods in question to or on behalf of the Charity;
  - 4.9.2 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;
  - 4.9.3 The other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Trustee or person Connected to a Trustee. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or person Connected to a Trustee against the disadvantages of doing so;
  - 4.9.4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity;
  - 4.9.5 The supplier 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;
  - 4.9.6 The reason for their decision is recorded by the Trustees in the minute book.
  - 4.9.7 A majority of the Trustees then in office are not in receipt of remuneration or payments.



- 4.10 In Articles 4.8 and 4.9, 'the Charity' includes any company in which the Charity:
- 4.10.1 holds more than 50% of the shares; or
  - 4.10.2 controls more than 50% of the voting rights attached to the shares; or
  - 4.10.3 has the right to appoint one or more trustees to the board of the company.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **5. Liability of members**

- 5.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:
- 5.1.1 payment of the Charity's debts and liabilities contracted before he or she ceases to be a member;
  - 5.1.2 payment of the costs, charges and expenses of winding up; and
  - 5.1.3 adjustment of the rights of the contributories among themselves.

### **6. Indemnity**

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

## **TRUSTEES**

### **TRUSTEES' POWERS AND RESPONSIBILITIES**

#### **7. Trustees' general authority**

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

#### **8. Chair**

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

#### **9. Trustees may delegate**

- 9.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.
- 9.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.

9.3 Any delegation by the Trustees may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit.

9.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

9.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

9.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

## 10. **Committees**

10.1 In the case of delegation to committees:

10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

10.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;

10.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;

10.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

## 11. **Delegation of day to day management powers**

11.1 In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:

- 11.1.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
- 11.1.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 11.1.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

## **12. Delegation of investment management**

- 12.1 The Trustees may delegate the management of investments to a Financial Expert or Financial Experts provided that:
  - 12.1.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Trustees;
  - 12.1.2 timely reports of all transactions are provided to the Trustees;
  - 12.1.3 the performance of the investments is reviewed regularly with the Trustees;
  - 12.1.4 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 12.1.5 the investment policy and the delegation arrangements are reviewed regularly;
  - 12.1.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - 12.1.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees.

## **13. Power to change name of Charity**

- 13.1 The Trustees may change the name of the Charity at any time by majority decision of the Trustees at a meeting.

### ***DECISION-MAKING BY TRUSTEES***

## **14. Trustees to take decisions collectively**

- 14.1 Any decision of the Trustees must be either:
  - 14.1.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 19); or
  - 14.1.2 a unanimous decision taken in accordance with Article 20.

## **15. Calling a Trustees' meeting**

- 15.1 Any Trustee may (and the Secretary, if any, must at the request of any Trustee) call a Trustees' meeting.

- 15.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
- 15.2.1 all the Trustees agree; or
- 15.2.2 urgent circumstances require shorter notice.
- 15.3 In deciding on the date and time of any Trustees' meeting, the Trustee calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Trustees as practicable are likely to be available to participate.
- 15.4 Notice of Trustees' meetings must be given to each Trustee.
- 15.5 Every notice calling a Trustees' meeting must specify:
- 15.5.1 the day and time of the meeting;
- 15.5.2 the place where all the Trustees may physically attend the meeting (if any);
- 15.5.3 the general nature of the business to be considered at the meeting; and
- 15.5.4 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 15.6 Notice of Trustees' meetings need not be in Writing.
- 15.7 Article 33 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.
- 16. Participation in Trustees' meetings**
- 16.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 16.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing, electronic facilities and/or electronic platforms).
- 16.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other. For the avoidance of doubt, a Trustee participating in a meeting via telephone or other communication in accordance with Article 16.1 shall be treated as being present in person at the meeting for all purposes (including, without limitation, for the purposes of any provisions of the Articles relating to the quorum for the meeting).
- 16.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

17. **Quorum for Trustees' meetings**

- 17.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater.
- 17.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.

18. **Chairing of Trustees' meetings**

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

19. **Casting vote**

- 19.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.
- 19.2 Article 19.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

20. **Unanimous decisions without a meeting**

- 20.1 A decision is taken in accordance with this Article when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a conflict of interest or duty which, under Article 21, results in them not being entitled to vote.
- 20.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.

21. **Conflicts of interest**

***Declaration of interests***

- 21.1 Unless Article 21.2 applies, a Trustee must declare the nature and extent of:
- 21.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and
- 21.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.
- 21.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

### ***Participation in decision-making***

- 21.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.
- 21.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
- 21.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:
- (a) any benefit received in his, her or its capacity as a beneficiary of the Charity (as permitted under Article 4.8.1) and which is available generally to the beneficiaries of the Charity;
  - (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.22;
  - (c) payment under the indemnity set out at Article 6; and
  - (d) reimbursement of expenses in accordance with Article 4.2; or
- 21.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;
- in which case he or she must comply with Article 21.5.
- 21.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 21.5, he or she must:
- 21.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
- 21.5.2 not be counted in the quorum for that part of the process; and
- 21.5.3 withdraw during the vote and have no vote on the matter.

### ***Continuing duties to the Charity***

- 21.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:
- 21.6.1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

- 21.6.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

22. **Register of Trustees' interests**

The Trustees must ensure a register of Trustees' interests is kept.

23. **Validity of Trustee actions**

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

24. **Trustee's discretion to make further rules**

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

**APPOINTMENT AND RETIREMENT OF TRUSTEES**

25. **Number of Trustees**

There shall be at least three Trustees.

26. **Appointment of Trustees**

***Appointment of Trustees***

- 26.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee by a decision of the Trustees.

- 26.2 Each Trustee shall retire from office at the next Trustees' meeting following the third anniversary of the commencement of his or her term of office.

***Maximum term***

- 26.3 Retiring Trustees may be reappointed but, subject to Article 26.4 and Article 26.5, a Trustee who has served for three consecutive terms of office must take a break from office and may not be reappointed until the board meeting following the anniversary of the commencement of his or her break from office.
- 26.4 The Trustees may decide that there are exceptional circumstances which mean that it would not be in the best interest of the Charity for a Trustee to take a break from office and resolve that the restrictions set out in Article 26.3 do not apply in relation to that Trustee.
- 26.5 If the retirement of a Trustee under Article 26.3 causes the number of Trustees to fall below that set out in Article 25 then the retiring Trustee shall remain in office until a new appointment is made.

### ***Transitional provisions***

- 26.6 In relation to persons who are Trustees when these Articles are adopted, the Trustees shall decide and record in a memorandum in Writing signed by the Chair the date when their current term shall be treated as ending for the purposes of Article 26.2 and how many subsequent terms of office they will be permitted to serve before being required to take a break from office in accordance with Article 26.3.

### ***Minimum age***

- 26.7 No person may be appointed as a Trustee unless he or she has reached the age of 16 years.

### ***General***

- 26.8 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

## **27. Disqualification and removal of Trustees**

- 27.1 A Trustee shall cease to hold office if:
- 27.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
  - 27.1.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
  - 27.1.3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
  - 27.1.4 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);
  - 27.1.5 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
  - 27.1.6 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or
  - 27.1.7 he or she ceases to be a member of the Charity.

## **PATRONS**

### **28. Patrons**

The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit. A patron (if not a member) shall have the right to be given



notice of, to attend and speak (but not vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available to members.

## **MEMBERS**

### ***BECOMING AND CEASING TO BE A MEMBER***

#### **29. Trustees as members**

29.1 The Trustees from time to time shall be the only members of the Charity.

29.2 A Trustee shall become a member on becoming a Trustee. All new Trustees are treated as having agreed to become members of the Charity.

29.3 The names of the members of the Charity must be entered in the register of members.

#### **30. Termination of membership**

30.1 A member shall cease to be a member if he or she ceases to be a Trustee.

30.2 Membership is not transferable and shall cease on death.

### ***DECISION-MAKING BY MEMBERS***

#### **31. Members' Meetings**

31.1 The Trustees may call a general meeting of the members at any time.

31.2 Subject to Article 31.3, such meetings must be called and held in accordance with the provisions regarding such meetings in the Companies Acts.

31.3 The quorum for general meetings is two or one-third of the total number of members, whichever is the greater, provided that if the quorum for Trustee's meetings is fixed at a different level by a decision of the Trustees, in accordance with Article 17.2, the quorum for general meetings shall change accordingly.

### ***WRITTEN RESOLUTIONS***

#### **32. Written resolutions**

##### ***General***

32.1 Subject to this Article 32 a written resolution agreed by:

32.1.1 members representing a simple majority; or

32.1.2 (in the case of a special resolution) members representing not less than 75%;  
of the total voting rights of eligible members shall be effective.

32.2 On a written resolution each member shall have one vote.

32.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

32.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

#### ***Circulation***

32.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.

32.6 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

32.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.

32.8 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts.

#### ***Signifying agreement***

32.9 A member signifies his or her agreement to a proposed written resolution when the Charity receives from him or her (or from someone acting on his or her behalf) an authenticated Document:

32.9.1 identifying the resolution to which it relates; and

32.9.2 indicating the member's agreement to the resolution.

32.10 For the purposes of Article 32.9:

32.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

32.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:

(a) the identity of the sender is confirmed in a manner specified by the Charity; or

(b) where no such manner has been specified by the Charity, if the communication 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.

32.11 If the Charity gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

## ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

### 33. Communications by the Charity

#### *Methods of communication*

33.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Charity, including without limitation:

33.1.1 in Hard Copy Form;

33.1.2 in Electronic Form; or

33.1.3 by making it available on a website.

33.2 Where a Document or information which is required or authorised to be sent or supplied by the Charity under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

33.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

#### *Deemed delivery*

33.4 A member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.

33.5 Where any Document or information is sent or supplied by the Charity to the members:

33.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

33.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

33.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

(a) when the material was first made available on the website; or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

- 33.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

- 33.7 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:
- 33.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so;
- 33.7.2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
- 33.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

***Exceptions***

- 33.8 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address.
- 33.9 Notices of general meetings need not be sent to a member who does not register an Address with the Charity, or who registers only a postal address outside the United Kingdom, or to a member for whom the Charity does not have a current Address.

**34. Communications to the Charity**

The provisions of the Companies Acts shall apply to communications to the Charity.

**35. Secretary**

- 35.1 A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
- 35.1.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and
- 35.1.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

**36. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any 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.

**37. Minutes**

37.1 The Trustees must ensure minutes are made:

37.1.1 of all appointments of officers made by the Trustees;

37.1.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

37.1.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

**38. Records and accounts**

38.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

38.1.1 annual reports;

38.1.2 annual statements of account; and

38.1.3 annual returns or confirmation statements.

**39. Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

**WINDING UP**

**40. Winding up**

40.1 The Trustees may dissolve the Charity if they decide that it is necessary or desirable to do so. To be effective, a proposal to dissolve the Charity must be passed at a special meeting by a two-thirds' majority of the Trustees. Any assets of the Charity that are left after the Charity's debts have been paid ('the net assets') must be given:

- 40.1.1 to another charity (or other charities) with objects that are the same or similar to the Charity's own, for the general purposes of the recipient charity (or charities); or
- 40.1.2 to any charity for use for particular purposes which fall within the Charity's objects.
- 40.2 The Charity Commission must be notified promptly that the Charity has been dissolved and, if the Trustees were obliged to send the Charity's accounts to the Charity Commission for the accounting period which ended before its dissolution, they must send the Charity Commission the Charity's final accounts.

## SCHEDULE

### INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	"Address"	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	"Articles"	the Charity's articles of association;
1.3	"Chair"	has the meaning given in Article 8;
1.4	"Charity"	Embrace Wigan and Leigh;
1.5	"Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6	"Clear Days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.7	"Companies Acts"	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.8	"Connected"	in relation to a Trustee means any person falling within any of the following categories: <ul style="list-style-type: none"> <li>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or</li> <li>(b) the spouse or civil partner of any person in (a); or</li> <li>(c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or</li> <li>(d) any company, partnership or firm of which the Trustee</li> </ul>

is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

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|------|---|--|
| 1.9  | <b>"Document"</b>                               | includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;   |
| 1.10 | <b>"Electronic Form" and "Electronic Means"</b> | have the meanings respectively given to them in Section 1168 of the Companies Act 2006;  |
| 1.11 | <b>"Financial Expert"</b>                       | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;   |
| 1.12 | <b>"Hard Copy" and "Hard Copy Form"</b>         | have the meanings respectively given to them in the Companies Act 2006;  |
| 1.13 |   |  |
| 1.14 | <b>"Public Holiday"</b>                         | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;       |
| 1.15 | <b>"Secretary"</b>                              | the secretary of the Charity (if any);   |
| 1.16 | <b>"Trustee"</b>                                | a director of the Charity, and includes any person occupying the position of director, by whatever name called; and  |
| 1.17 | <b>"Writing"</b>                                | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise. |
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
  3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity.