

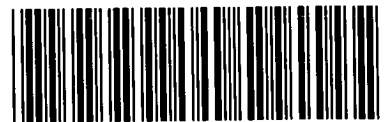
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
CHARITY NUMBER: 1084910
COMPANY NUMBER: 4062250
INCORPORATED: 24 AUGUST 2000

ARTICLES OF ASSOCIATION OF
THAMES VALLEY AIR AMBULANCE
AS AMENDED BY SPECIAL RESOLUTION AS PASSED ON
29 JUNE 2021

**THAMES VALLEY
AIR AMBULANCE**



THURSDAY



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COMPANIES HOUSE

The Companies Act 2006
Company Limited by Guarantee
ARTICLES OF ASSOCIATION OF
THAMES VALLEY AIR AMBULANCE

1. Name

The name of the Charity is Thames Valley Air Ambulance.

2. Registered Office

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

3. Objects

3.1. The Objects are the relief of sickness and injury and the protection of human life by

3.1.1. the provision and support of an air ambulance service, and

3.1.2. the provision and support of other equipment or services, ancillary to or related to those set out in object 3.1.1., including but not limited to

(a) the training of medical professionals in pre-hospital care,

(b) special equipment or services for the needs of children and infants

in Berkshire, Oxfordshire, Buckinghamshire and elsewhere in the United Kingdom.

4. Powers

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

4.1. To promote or to carry out research.

4.2. To provide advice.

4.3. To publish or distribute information.

4.4. To co-operate with other bodies.

4.5. To support, administer or set up other charities.

4.6. To raise funds.

4.7. To accept gifts, endowments, legacies, bequests, grants, loans or contributions of any other kind of money or property.

4.8. To set aside funds for special purposes or as reserves against future expenditure.

- 4.9. To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act).
- 4.10. To acquire or hire property of any kind.
- 4.11. To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 4.12. To make grants or loans of money and to give guarantees.
- 4.13. To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a financial expert if the Trustees consider necessary and having regard to the suitability of investments and the need for diversification).
- 4.14. To delegate the management of investments to a financial expert, but only on terms that:
- 4.14.1. the investment policy is set down in writing for the financial expert by the Trustees,
 - 4.14.2. transactions are reported promptly to the Trustees,
 - 4.14.3. the performance of the investments is reviewed regularly with the Trustees,
 - 4.14.4. the Trustees are entitled to cancel the delegation arrangement at any time,
 - 4.14.5. the investment policy and the delegation arrangement are reviewed at least once a year,
 - 4.14.6. 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
 - 4.14.7. the financial expert must not do anything outside the powers of the Trustees.
- 4.15. To arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required.
- 4.16. To deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required.
- 4.17. To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity and its employees, Trustees and other officers when required.
- 4.18. To pay for indemnity insurance for the Trustees.
- 4.19. Subject to Article 5, to employ or engage paid or unpaid agents, staff or advisers.

- 4.20. To enter into contracts to provide services to or on behalf of other bodies.
- 4.21. To establish or acquire subsidiary companies to assist or act as agents for the Charity.
- 4.22. To acquire or merge with any other charity the objects of which are the same as or similar to the Objects whether by way of the acquisition of assets or otherwise.
- 4.23. To do anything else within the law which promotes or helps to promote the Objects.

5. Benefits to Members and Trustees

- 5.1. The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but
 - 5.1.1. Members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied,
 - 5.1.2. Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity,
 - 5.1.3. Members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity, and
 - 5.1.4. Members (including Trustees) who are also beneficiaries may receive charitable benefits in that capacity provided that a majority of the Trustees do not benefit in this way.
- 5.2. A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
 - 5.2.1. as mentioned in Articles 4 17 (indemnity insurance), 5 1 2 (interest), 5 1 3 (rent), 5 1 4 (charitable benefits) or 5 4 (contractual payments),
 - 5.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity,
 - 5.2.3. an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings),
 - 5.2.4. payment to any company in which a Trustee has no more than a 1 percent shareholding, and
 - 5.2.5. in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).

5.3. A connected person must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except

5.3.1. as mentioned in Articles 5 1 2 (interest), 5 1 3 (rent), 5 1 4 (charitable benefits) or 5 4 (contractual payments),

5.3.2. payment to any company in which a connected person has no more than a 1 percent shareholding, and

5.3.3. in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)

5.4. A Trustee or a connected person may be an employee of the Charity or enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if

5.4.1. the goods or services are actually required by the Charity,

5.4.2. the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in this Article 5 4 and Article 6, and

5.4.3. no more than half of the Trustees are interested in such a contract in any financial year, and

5.4.4. the Charity enters into a written contract with the relevant Trustee or connected person setting out the amount or maximum amount of remuneration to be paid under the contract.

5.5. This Article 5 may not be amended without the written consent of the Commission.

6. Conflicts of Interest and Conflicts of Loyalty

6.1. Whenever a Trustee has a personal interest in a manner to be discussed at a meeting of the Trustees or a committee, the unconflicted Trustees may authorise such a conflict of interest where the following conditions apply

6.1.1. the conflicted Trustee declares an interest before the meeting or at the meeting before discussion begins on the matter, and

6.1.2. the conflicted Trustee is absent from the meeting for that item unless expressly invited to remain in order to provide information, and

6.1.3. the conflicted Trustee is not to be counted in the quorum for that part of the meeting, and

6.1.4. the conflicted Trustee is absent during the vote and has no vote on the matter, and

6.1.5. the unconflicted Trustees consider it is in the interest of the Charity to authorise the conflict of interest in the circumstances applying.

6.2. If a conflict of interest arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interest where the following conditions apply

6.2.1. the conflicted Trustee declares an interest before the meeting or at the meeting before discussion begins on the matter, and

6.2.2. the conflicted Trustee is absent from the meeting for that item unless expressly invited to remain in order to provide information, and

6.2.3. the conflicted Trustee is not counted in quorum for that part of the meeting, and

6.2.4. the conflicted Trustee is absent during the vote and has no vote on the matter, and

6.2.5. the unconflicted Trustees considerate is in the interests of the Charity to authorise the conflict of interest in the circumstances applying.

6.3. The Declaration of Interest and Conflict of Interest Policy should also be referred to.

7. Limited Liability

The liability of Members is limited.

8. Guarantee

Every Member promises, if the Charity is dissolved while they remain a Member of within 12 months afterwards, to pay up to £10 towards the costs of dissolution and the liabilities incurred by the Charity while they were a Member.

9. Dissolution

9.1. If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

9.1.1. by transfer to one or more other bodies established for exclusively charitable purposes with, the same as or similar to the Objects,

9.1.2. directly for the Objects or for charitable purposes which are within or similar to the Objects, or

9.1.3. in such other manner consistent with charitable status as the Commission shall approve in writing in advance.

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

10. Membership

- 10.1. The Charity must maintain a register of Members.
- 10.2. Membership of the Charity is open to any individual or organisation interested in promoting the Objects who
 - 10.2.1. applies to the Charity in the form required by the Trustees, a form of which must be signed by the applicant or (in the case of an organisation) by its authorised representative,
 - 10.2.2. is approved by the Trustees, and
 - 10.2.3. signs the register of Members or consents in writing to become a Member either personally or (in the case of an organisation) through an authorised representative.
- 10.3. The Trustees may refuse to admit as a Member any individual or organisation without giving reasons
- 10.4. The Trustees may establish different classes of membership (including informal membership and honorary membership), prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 10.5. Membership is terminated if the Member concerned
 - 10.5.1. gives written notice of resignation to the Charity,
 - 10.5.2. dies or (in the case of an organisation) ceases to exist,
 - 10.5.3. is more than 6 months in arrears in paying the relevant subscription, if any (but in such a case the Member may be reinstated on payment of the amount due), or
 - 10.5.4. is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued membership is harmful to the Charity. The Trustees may only pass such a resolution after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice, or
 - 10.5.5. is a Trustee, upon ceasing to be a Trustee, (unless they apply to remain as a Member in accordance with Article 10 2 above).
- 10.6. Membership of the Charity is not transferable.
- 10.7. The number of Members shall not be subject to any maximum.

11. General Meetings

- 11.1. General meetings are the meetings of the Members, consisting of the AGM and the special general meetings (if any).
- 11.2. Members are entitled to attend general meetings either personally or (in the case of a Member organisation) by an authorised representative or by proxy, or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting.
- 11.3. There is a quorum at a general meeting if the number of Members or authorised representatives present in person or by proxy or by suitable electronic means is at least 2 or one-tenth of the Members (if greater).
- 11.4. The Chair or (if the Chair is unable or unwilling to do so) some other Member elected by those present presides at a general meeting.
- 11.5. Except where otherwise provided by the Articles or the Companies Act, every issue is decided by a majority of the votes cast.
- 11.6. Every Member present in person or through an authorised representative or by proxy or by suitable electronic means has 1 vote on each issue. The Chair of the meeting shall have a casting vote.
- 11.7. Where a written resolution is approved by the appropriate majority required for the resolution in question of those entitled to vote at a general meeting, or where approval of the resolutions is given electronically by the appropriate majority of those entitled to vote at a general meeting, then that resolution shall be as valid as a resolution actually passed at a general meeting. For this purpose a written resolution may be
 - 11.7.1. set out in more than one document (in which case it will be treated as passed on the date of the last signature), or
 - 11.7.2. sent out and/or returned in hard copy or electronic format (and if sent back electronically, then the resolution will be treated as passed at the time and on the date of the last response to be received).
- 11.8. The Charity must hold an AGM in every year.
- 11.9. At an AGM the Members
 - 11.9.1. receive the accounts of the Charity for the previous financial year,
 - 11.9.2. receive the Trustees' report on the Charity's activities since the previous AGM,
 - 11.9.3. accept the retirement or those Trustees who wish to retire or note the retirement of those Trustees that have retired since the last AGM,

- 11.9.4. elect or re-elect Trustees to fill the vacancies arising under Article 13 5 or note the election of Trustees that have been elected since the last AGM,
- 11.9.5. appoint auditors for the Charity, and
- 11.9.6. may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 11.10. Any general meeting which is not an AGM is a special general meeting.
- 11.11. A special general meeting may be called at any time by the Trustees and must be called on a written request from at least 5% of the Members.
- 11.12. The Members may adopt rules relating to the circulation of agendas or notices of resolutions, the conduct of meetings and the circulation of resolutions consistent with the Companies Act as they think fit.

12. Notice of General Meetings

- 12.1. Any general meeting must be called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed, and if a special resolution is to be proposed, at least 28 clear days' written notice setting out the terms of the proposed special resolution.
- 12.2. A general meeting may be called on shorter notice if it is so agreed by all Members entitled to attend and vote.
- 12.3. If the general meeting is to be an AGM, the notice must say so.
- 12.4. The notice must be given to all Members.

13. The Trustees

- 13.1. The Trustees as charity trustees have control of the Charity and its property and funds.
- 13.2. The Trustees when complete consist of at least 4. The number of Trustees shall not be subject to any maximum.
- 13.3. A technical defect in the appointment of a Trustee in which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 13.4. Every Trustee after appointment must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees.
- 13.5. The length of terms of the Trustees will be governed by the Trustee Term Policy.

13.6. A Trustee's term of office automatically terminates if they

13.6.1. are disqualified under the Charities Act from acting as a charity trustee,

13.6.2. is the subject of a decision by HMRC that they are not a fit and proper person as that term is defined by the Finance Act 2010

13.6.3. is incapable, whether mentally or physically, of managing their own affairs,

13.6.4. is absent without notice from 3 consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign,

13.6.5. ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM),

13.6.6. resigns by written notice to the Trustees (but only if not less than 4 Trustees will remain in office), or

13.6.7. is removed by resolution of the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

13.7. The Trustees may at any time elect any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, with the decision being recorded in the minutes of the next AGM.

13.8. The Trustees may at any time co-opt any individual to act as an advisor to the Trustees. A co-opted adviser shall be invited to attend meetings of the Trustees as an observer to advise the Trustees but shall have no voting rights on the issues to be determined by the Trustees.

14. Trustees' proceedings

14.1. The Trustees must hold at least 3 meetings each year.

14.2. A quorum at a meeting of the Trustees is 2 or one-third of the Trustees (if greater).

14.3. 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.

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

- 14.5. Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by not less than three quarters of the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 14.6. Except for the Chair of the meeting, who has a casting vote, every Trustee has one vote on each issue.
- 14.7. A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 14.8. The Trustees may adopt rules relating to the circulation of agendas or notices of resolutions, the conduct of meetings, and the circulation of resolutions for confirmation as they think fit which shall apply until revoked or amended by resolution of the Trustees.

15. Trustees' powers

The Trustees have the following powers in the administration of the Charity:

- 15.1. to appoint (and remove) any person to act as Secretary (if required) in accordance with the Companies Act,
- 15.2. to appoint a Chair and Treasurer from among their number,
- 15.3. to confer on any individual (with their consent) the honorary title of Patron, President, Vice-President or any other title, of the Charity, on such terms as the Trustees may determine from time to time,
- 15.4. to delegate 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 and all proceedings of Committees must be reported promptly to the Trustees,
- 15.5. to make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy and suitable electronic means,
- 15.6. to make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of Committees,
- 15.7. to make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity,
- 15.8. to establish procedures to assist the resolution of disputes or differences within the Charity, and
- 15.9. to exercise any powers of the Charity which are not reserved to a general meeting.

16. Records and Accounts

16.1. The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

16.1.1. annual returns,

16.1.2. annual reports, and

16.1.3. annual statements of account.

16.2. The Trustees must keep proper records of

16.2.1. all proceedings at general meetings,

16.2.2. all proceedings at meetings of the Trustees,

16.2.3. all reports of Committees, and

16.2.4. all professional advice obtained.

16.3. Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.

16.4. A copy of the Charity's latest available statement of accounts must be supplied on request to any Trustee. A copy of the Charity's latest filed statement of accounts must be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

17. Notices

17.1. Notices under the Articles may be sent by hand, by post or by suitable electronic means.

17.2. The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the register of Members.

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

17.3.1. 24 hours after being sent by electronic means or delivered by hand to the relevant address,

17.3.2. two clear days after being sent by first class post to that address,

17.3.3. three clear days after being sent by second class or overseas post to that address,

17.3.4. on being handed to the Member (or, in the case of a Member organisation, its authorised representative) personally, or, if earlier,

17.3.5. as soon as the Member acknowledges actual receipt.

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

18. Means of Communication

18.1. Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of the Companies Act to be sent or supplied by or to the Charity.

18.2. 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 by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

19. Disputes

If a dispute arises between the Members about the validity or propriety of anything done by the Members under the Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

20. Interpretation

20.1. In the Articles, unless the context indicates another meaning

'AGM' means an annual general meeting of the Charity,

'the Articles' means the Charity's articles of association,

'authorised representative' means an individual who is authorised by a Member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary,

'Chair' means the chair of the Trustees or the Members (as appropriate),

'the Charity' means the company governed by the Articles,

'the Charities Act' means (as applicable) the Charities Act 1993, the Charities Act 2006 and the Charities Act 2011,

'charity trustee' has the meaning prescribed by section 97(1) of the Charities Act,

'clear day' means 24 hours from midnight following the relevant event,

'the Commission' means the Charity Commissioners for England and Wales,

'the Companies Act' means the Companies Act 2006,

'connected person' means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than one percent of the share capital,

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

'financial expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000,

'financial year' means the Charity's financial year,

'firm' includes a limited liability partnership,

'indemnity insurance' means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,

'informal membership' refers to a supporter who may be called a 'member' but is not a company Member of the Charity,

'material benefit' means a benefit which may not be financial but has a monetary value,

'Member' and **'membership'** refer to company membership of the Charity, **'month'** means calendar month,

'nominee company' means a corporate body registered or having an established place of business in England and Wales,

'the Objects' means the Objects of the Charity as defined in Article 3,

'Secretary' means the company secretary of the Charity,

'taxable trading' means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax,

'Trustee' means a director of the Charity and **'Trustees'** means the directors,

'Trustee Term Policy' means the policy dictating the length of Trustee terms,

'written' or **'in writing'** refers to a legible document on paper including a fax message, and

'year' means calendar year.

20.2. Expressions defined in the Companies Act have the same meaning.

20.3. 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.