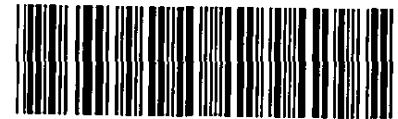


Companies Acts 1985, 1989 and 2006

Company limited by guarantee

**ARTICLES OF ASSOCIATION OF  
THE BRITISH MUSEUM FRIENDS**

FRIDAY



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A48 13/01/2012 #22  
COMPANIES HOUSE

**1 Membership**

- 1 1 The Charity must maintain a register of **members**. The number of members is unlimited. The register of members is available for inspection.
- 1 2 Membership of The Friends is open to any person or corporation who is approved by the Council or any person or persons to whom they delegate this role and the Council shall have absolute discretion to accept or reject any application for membership. No person shall become a member until he or she has paid the annual subscription payable by members or a life membership subscription as determined by the Council from time to time.
- 1 3 The Trustees may establish different classes of membership (including **informal membership**), prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 1 4 Membership is terminated if the member concerned
  - (1) gives **written** notice of resignation to The Friends,
  - (2) dies,
  - (3) is more than three months in arrears in paying the relevant subscription (if any), provided that the Council may resolve to reinstate the member if the outstanding amount is paid within 6 months of becoming due, or
  - (4) is removed from membership by resolution of the Council on the ground that in their reasonable opinion the member's continued membership is harmful to The Friends. The Council 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.
- 1 5 Membership of The Friends is not transferable.

**2 General Meetings**

- 2 1 Members are entitled to attend general meetings personally or by proxy. Proxy forms must be delivered to the **Secretary**, or other person chosen by Council, at least 24 hours before the meeting. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 2 2 There is a quorum at a general meeting if the number of members present in

person or by proxy is at least twenty five

2 3 The **Chairman** or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting

2.4 Except where otherwise provided by the **Articles** or the **Companies Act**, every issue is decided by a majority of the votes cast

2 5 Every member present in person or by proxy has one vote on each issue

2 6 A written resolution signed by an appropriate percentage of those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting For this purpose

(1) the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature,

(2) a written ordinary resolution may be passed by members representing a simple majority (that is more than 50%) of those entitled to vote at a general meeting,

(3) a written special resolution may be passed by members representing not less than 75% of those entitled to vote at a general meeting

2 7 The Friends must hold an **AGM** in every year

2 8 At an AGM the members

(1) receive the accounts of The Friends for the previous **financial year**,

(2) receive the Trustees' report on The Friends' activities since the previous AGM,

(3) accept the retirement of those Trustees who wish to retire or who are retiring by rotation,

(4) elect Trustees to fill the vacancies arising,

(5) appoint auditors for The Friends,

(6) may confer on any individual (with his or her consent) the honorary title of Patron of The Friends, and

(7) may discuss and determine any issues of policy or deal with any other business put before them by the Trustees

2 9 A general meeting which is not an AGM may be called at any time by the Trustees and must be called within 28 clear days on a written request from at least one hundred members or 10% of the members of The Friends (whichever is the lower)

### 3 The Council

3 1 The Council as **charity trustees** have control of The Friends and its property and funds

- 3 2 The Council when complete consists of
- (1) the Chairman elected as set out below,
  - (2) two Trustees of The British Museum appointed to the Council by the Trustees of The British Museum,
  - (3) an Honorary Treasurer elected as set out below,
  - (4) a Deputy Chairman is elected as set out below, and
  - (5) not less than seven and no more than seventeen persons nominated by Council, reviewed by the Nominations Committee and elected by the members of The Friends in general meeting
- 3 3 The Chairman shall be nominated by the Trustees of the British Museum and elected by a majority of the Council. Every Chairman so elected shall not be subject to the provisions for retirement applicable to other members of the Council but shall hold office for three years until retirement or until the Council shall otherwise decide. The Chairman shall be eligible for re-election.
- 3 4 Members of the Council appointed by the Trustees of The British Museum may be removed, and other persons may be appointed in their place, by the said Trustees as and when the same Trustees shall think fit
- 3 5 The Honorary Treasurer shall be elected, and may be removed, by the Council from among the members of The Friends. The Honorary Treasurer shall serve for such period and at such time as the Council shall think fit and shall not be subject to the provisions for retirement which apply to other Council members. The Council may also elect a deputy Chairman on the same basis
- 3 6 Every Trustee after appointment or reappointment must sign a declaration of willingness to act as a charity trustee of The Friends before he or she may vote at any meeting of the Council
- 3 7 Subject to Article 3 4 and Article 3 9, a Trustee's term of office shall be four (4) years. A Trustee may serve two consecutive four (4) years terms. Following the expiry of the second four year term, a Trustee shall retire from the Council for a period of at least one year. Following the expiry of such one-year period (or longer), a retired Trustee may apply for nomination as a Trustee to the Council. The term of office of any Trustee in office and appointed prior to the date of the passing of the special resolution bringing this article 3 7 into force (respectively the "Pre-existing Term of Office" and the "Operative Date") shall be deemed extended and to be construed mutatis mutandis to render such Trustee appointed for a term of
- (1) four years commencing on such Trustee's original date of appointment where on the Operative Date the Pre-existing Term of Office is such Trustee's first term of appointment, or
  - (2) five years commencing on such Trustee's original date of appointment where on the Operative Date the Pre-existing Term of Office is such Trustee's second consecutive term of appointment

- 3 8 The Council may co-opt a member to fill a vacancy in the membership of the Council. Such co-opted member shall hold that Trustee office until the next AGM of the Friends and will be eligible for appointment to the Council. The Council shall not co-opt a Trustee who has served as a Trustee for eight consecutive years until he shall have retired from the Council for a period of at least one year.
- 3 9 One third (or the number nearest one third) of the Council must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 3 10 A retiring Trustee who remains qualified may be reappointed.
- 3 11 A Trustee's term of office automatically terminates if he or she
- (1) is disqualified under the Charities Act from acting as a charity trustee,
  - (2) is incapable, whether mentally or physically, of managing his or her own affairs,
  - (3) is absent without notice from three consecutive meetings of the Council and is asked by a majority of the other Trustees to resign,
  - (4) 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 Friends before the next AGM),
  - (5) resigns by written notice to the Council (but only if at least two Trustees will remain in office), or
  - (6) 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.
- 3 12 A technical defect in the appointment of a Trustee of which the Council is unaware at the time does not invalidate decisions taken at a meeting.

#### 4 Proceedings of the Council

- 4 1 The Council must hold at least two meetings each year.
- 4 2 A quorum at a meeting of the Council is five Trustees.
- 4 3 A meeting of the Council may be held either in person or by suitable electronic means agreed by the Council in which all participants may communicate with all the other participants.
- 4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4 5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all 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

4 6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue

4 7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## 5 Powers of the Council

The Council has the following powers in the administration of The Friends:

5 1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary in accordance with the Companies Act,

5 2 to appoint a Chairman, Treasurer and other honorary officers from among their number,

5 3 to appoint a President and not more than three Vice-Presidents to hold office for such period as Council shall think fit. The President and Vice Presidents shall be entitled to receive notices of and attend meetings of the Council but unless they are members of the Council elected or appointed they shall not vote,

5 4 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least two members of every committee must be Trustees and all proceedings of committees must be reported promptly to the Council,

5 5 to make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy,

5 6 to make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees,

5 7 to make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of The Friends and the use of its seal (if any),

5 8 to establish procedures to assist the resolution of disputes or differences within The Friends, and

5 9 to exercise any powers of The Friends which are not reserved to a general meeting

## 6 Conflicts of Interest

6 1 Whenever a Trustee has an interest in a matter, whether personal, by virtue of a duty of loyalty to another organisation, or otherwise, and that interest is reasonably likely to give rise to a conflict of interest, he or she must:

(1) declare an interest before discussion begins on the matter,

(2) remain only for such part of the meeting as is in the view of the Trustees necessary to inform the debate,

(3)not be counted in the quorum for that part of the meeting, and

(4)withdraw during the vote and have not voted on the matter

6 2 Article 6 1 shall apply to any matter to be discussed at a general meeting or a meeting of the Trustees or in relation to which a decision is proposed to be made by electronic means

6 3 If any question arises whether a Trustee's interest can reasonably be regarded as likely to give rise to a conflict of interest, the question shall be decided by a majority decision of the unconflicted Trustees

6 4 Where a Trustee is in a position of conflict, he or she will not be in breach of his or her duties to The Friends if he or she withholds confidential information from The Friends

## 7 Authorising Conflicts of Interest

7 1 Subject always to clause 5 of the memorandum, the Council may authorise, to the fullest extent permitted by law, and on such terms as they see fit

(1) any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which he or she has, or can have, a direct or indirect interest that conflicts, or may conflict, with the interests of The Friends and may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties), or

(2) the manner in which a conflict of interest arising out of any Trustee's office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises

7 2 For the purpose of clause 7 1

(1) the Trustee in question and any other interested Trustee are not counted in the quorum at any meeting of the Council at which such matter is considered or approved, and

(2) it is agreed to without their voting or would have been agreed to if their votes had not been counted.

7 3 If a matter, office, employment or position is considered for authorisation by the Council in accordance with this Article 7 then

(1) the Trustee shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to The Friends if to make such a disclosure would result in a breach of duty or obligation of confidence owed by him or her in relation to or in connection with that matter, or that office, employment or position, and

(2) the Trustee shall absent him or herself from meetings of the Council at which anything relating to that matter, or that office, employment or position will or may be discussed

- 7 4 A Trustee shall not, by reason of his or her office, be accountable to The Friends for any benefit which he or she derives from any matter, or from any office, employment or position, which has been approved by the Council pursuant to this Article 7 (subject in any such case to any limits or conditions to which such approval was subject)

## 8 Records and Accounts

- 8 1 The Council 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

- (1) annual returns,
- (2) annual reports, and
- (3) annual statements of account

- 8 2 The Council must keep proper records of

- (1) all proceedings at general meetings,
- (2) all proceedings at meetings of the Council,
- (3) all reports of committees, and
- (4) all professional advice obtained

- 8 3 Accounting records relating to The Friends must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Council so decide

- 8 4 A copy of The Friends' latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays The Friends' reasonable costs

## 9 Notices

- 9 1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any journal distributed by The Friends

- 9 2 The only address at which a member is entitled to receive notices sent by post is an address in the U K shown in the register of members

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

- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address,
- (2) two clear days after being sent by first class post to that address,

- (3) three clear days after being sent by second class or overseas post to that address,
- (4) on the date of publication of a newspaper containing the notice,
- (5) on being handed to the member personally, or, if earlier,
- (6) as soon as the member acknowledges actual receipt

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

## 10 Dissolution

The provisions of the Memorandum relating to dissolution of The Friends take effect as though repeated here

## 11 Interpretation

11.1 In the Memorandum and in the Articles, unless the context indicates another meaning

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

'the Articles' means the Friends' articles of association,

'Chairman' means the chairman of the Trustees,

'the Friends' means The British Museum Friends, the company governed by the Articles,

'the Charities Act' means the Charities Act 1993 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Charities Act 2006 for the time being in force;

'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 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force,

'connected person' means any spouse, civil partner, partner, parent, child (including a stepchild or illegitimate 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 1 per cent of the share capital;

'Double Membership' means two persons who have been admitted to membership on a single application



'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 Friends' 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 Friends

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

'member' and 'membership' refer to company membership of The Friends,

'Memorandum' means the Memorandum of Association of The Friends,

'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 Friends as defined in clause 3 of the Memorandum,

'Secretary' means the company secretary of the Friends,

'Trustee' means a director of The Friends and 'The Council' means the directors of the company who are, as such, charity trustees

'written' or 'in writing' refers to a legible document on paper not including a fax message,

'year' means calendar year

11 2 Expressions defined in the Companies Act have the same meaning

11 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

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## ARTICLES OF ASSOCIATION OF THE BRITISH MUSEUM FRIENDS

### 1 Membership

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- 1 3 The Trustees may establish different classes of **membership** (including **informal membership**), prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 1 4 Membership is terminated if the member concerned
- (1) gives **written** notice of resignation to The Friends,
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  - (4) is removed from membership by resolution of the Council on the ground that in their reasonable opinion the member's continued membership is harmful to The Friends. The Council 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.
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### 2 General Meetings

- 2 1 Members are entitled to attend general meetings personally or by proxy. Proxy forms must be delivered to the **Secretary**, or other person chosen by Council, at least 24 hours before the meeting. General meetings are called on at least 14 **clear days'** written notice specifying the business to be discussed.
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person or by proxy is at least twenty five

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(1) the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature,

(2) a written ordinary resolution may be passed by members representing a simple majority (that is more than 50%) of those entitled to vote at a general meeting,

(3) a written special resolution may be passed by members representing not less than 75% of those entitled to vote at a general meeting

2 7 The Friends must hold an **AGM** in every year

2 8 At an AGM the members

(1) receive the accounts of The Friends for the previous **financial year**,

(2) receive the Trustees' report on The Friends' activities since the previous AGM,

(3) accept the retirement of those Trustees who wish to retire or who are retiring by rotation,

(4) elect Trustees to fill the vacancies arising;

(5) appoint auditors for The Friends,

(6) may confer on any individual (with his or her consent) the honorary title of Patron of The Friends, and

(7) may discuss and determine any issues of policy or deal with any other business put before them by the Trustees

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### 3 The Council

3 1 The Council as **charity trustees** have control of The Friends and its property and funds.

- 3 2 The Council when complete consists of
- (1) the Chairman elected as set out below,
  - (2) two Trustees of The British Museum appointed to the Council by the Trustees of The British Museum,
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#### 4 Proceedings of the Council

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5 5 to make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy,

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## 6 Conflicts of Interest

6 1 Whenever a Trustee has an interest in a matter, whether personal, by virtue of a duty of loyalty to another organisation, or otherwise, and that interest is reasonably likely to give rise to a conflict of interest, he or she must

(1) declare an interest before discussion begins on the matter,

(2) remain only for such part of the meeting as is in the view of the Trustees necessary to inform the debate,

(3)not be counted in the quorum for that part of the meeting, and

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6 2 Article 6.1 shall apply to any matter to be discussed at a general meeting or a meeting of the Trustees or in relation to which a decision is proposed to be made by electronic means

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7 2 For the purpose of clause 7 1

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(2) it is agreed to without their voting or would have been agreed to if their votes had not been counted

7 3 If a matter, office, employment or position is considered for authorisation by the Council in accordance with this Article 7 then

(1) the Trustee shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to The Friends if to make such a disclosure would result in a breach of duty or obligation of confidence owed by him or her in relation to or in connection with that matter, or that office, employment or position, and

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## 8 Records and Accounts

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## 9 Notices

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- 9 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address,
  - (2) two clear days after being sent by first class post to that address,



- (3) three clear days after being sent by second class or overseas post to that address,
- (4) on the date of publication of a newspaper containing the notice,
- (5) on being handed to the member personally, or, if earlier,
- (6) as soon as the member acknowledges actual receipt

9 4 A technical defect in the giving of notice of which the Council are unaware at the time does not invalidate decisions taken at a meeting.

## 10 Dissolution

The provisions of the Memorandum relating to dissolution of The Friends take effect as though repeated here

## 11 Interpretation

11 1 In the Memorandum and in the Articles, unless the context indicates another meaning

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

'the Articles' means the Friends' articles of association,

'Chairman' means the chairman of the Trustees,

'the Friends' means The British Museum Friends, the company governed by the Articles,

'the Charities Act' means the Charities Act 1993 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Charities Act 2006 for the time being in force;

'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 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force,

'connected person' means any spouse, civil partner, partner, parent, child (including a stepchild or illegitimate 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 1 per cent of the share capital,

'Double Membership' means two persons who have been admitted to membership on a single application

'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 Friends' 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 Friends

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

'member' and 'membership' refer to company membership of The Friends,

'Memorandum' means the Memorandum of Association of The Friends,

'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 Friends as defined in clause 3 of the Memorandum,

'Secretary' means the company secretary of the Friends,

'Trustee' means a director of The Friends and 'The Council' means the directors of the company who are, as such, charity trustees

'written' or 'in writing' refers to a legible document on paper not including a fax message;

'year' means calendar year

11 2 Expressions defined in the Companies Act have the same meaning

11 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