

Company No. 04461612
PRIVATE COMPANY LIMITED BY GUARANTEE
WRITTEN RESOLUTION OF THE MEMBERS
of
CONSTRUCTION INDUSTRY TRUST FOR YOUTH
(the Company)

Circulation Date: 5th March 2020

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Directors of the Company propose that the following written resolution be passed as a special resolution (the **Special Resolution**):

SPECIAL RESOLUTION

It was resolved

THAT the articles of association attached to this Special Resolution are hereby adopted with immediate effect as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolution.



NOTES

- 1 If you agree to the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - (a) **By Hand:** by delivering the signed copy to Carol Lynch, Construction Industry Trust for Youth, 37 Clements Road, Bermondsey, London, England, SE16 4EE
 - (b) **By Post:** by returning the signed copy by post to Carol Lynch, Construction Industry Trust for Youth, 37 Clements Road, Bermondsey, London, England, SE16 4EE
 - (c) **By E-mail:** by attaching a scanned copy of the signed document to an e-mail and sending it to Carol Lynch at Carol.Lynch@constructionyouth.org.uk.
- 2 If you do not agree to the Special Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement.
- 4 Unless, before the end of 28 days commencing on the Circulation Date, sufficient agreement has been received for the Special Resolution to pass, it will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us before or on this date.
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

We the undersigned, being the persons entitled to vote on this Special Resolution on the Circulation Date, hereby irrevocably agree to the Special Resolution.

Signed by John William Abbott

Date:

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John W Abbott
.....
5TH MARCH 2020
.....

Signed by Mathew Ritchie Baxter

Date:

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[Signature]
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5TH MARCH 2020
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Signed by Manon Louise Bradley

Date:

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Manon Bradley
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5 March 2020
.....

Signed by Victoria Jane Brambini

Date:

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Signed by Stephen James Brewer

Date:

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[Signature]
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5-3-20
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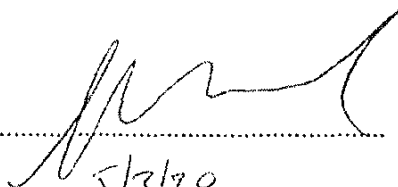
Signed by Katrina Mary Dowding

Date:

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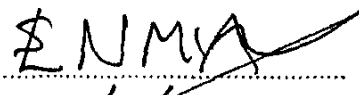
Signed by Assad Hassan Maqbool

Date:


5/3/20


Signed by Robert Edward Thomas William McAlpine

Date:


5/3/20

Signed by William Rufus Charles Meredith

Date:


5/3/20

Signed by Holly Price

Date:

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.....

Signed by Mark Andrew Southwell

Date:

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.....

Signed by Russell Vincent Andrew Taylor

Date:

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.....

Signed by Andrew Eugene Paul Wates

Date:

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Date:


6th March 2020

Company No. 04461612
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Signed by Robert Edward Thomas William McAlpine.....

Date:

Signed by William Rufus Charles Meredith

Date:

Signed by Holly Price

Date:

Signed by Mark Andrew Southwell

Date:

Signed by Russell Vincent Andrew Taylor

Date:

Signed by Andrew Eugene Paul Wates A.P.W. at

Date: 9/31/2020

Signed by Assad Hassan Maqbool

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Date:

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Signed by Robert Edward Thomas William McAlpine

Date:

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Signed by William Rufus Charles Meredith

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Date:

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Signed by Holly Price

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Date:

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Signed by Mark Andrew Southwell

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Date:

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6th MARCH 2020

Signed by Russell Vincent Andrew Taylor

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Date:

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Signed by Andrew Eugene Paul Wates

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Date:

.....

**THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

OF

CONSTRUCTION INDUSTRY TRUST FOR YOUTH

Date of Incorporation: 14 June 2002

Company Number: 4461612



BDB PITMANS

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COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

CONSTRUCTION INDUSTRY TRUST FOR YOUTH

DEFINITIONS AND INTERPRETATION

1 Definitions and interpretation

1.1 In these Articles the following words and phrases shall have the following meanings unless the context otherwise requires:

- | | |
|--------------------------|---|
| Act | means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force; |
| Articles | means these Articles of Association; |
| Associated Person | <p>in relation to a Trustee includes, but is not limited to:</p> <ul style="list-style-type: none">(a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;(b) the spouse or civil partner of the Trustee or of any person falling within (a) above;(c) a person carrying on business in partnership with the Trustee or with any person falling within (a) or (b) above;(d) an institution which is controlled –<ul style="list-style-type: none">(i) by the Trustee or any Associated Person falling within (a), (b) or (c) above; or(ii) by two or more persons falling within (i) when taken together, |

(e) a body corporate in which –

(i) the Trustee or any Associated Person falling within (a) to (c) has a substantial interest; or

(ii) two or more persons falling within (i) who, when taken together, have a substantial interest.

And sections 350 – 352 Charities Act apply for the purposes of interpreting the terms used in (a) to (e) above;

Charities Act	means the Charities Act 2011 including any statutory modification, consolidation or re-enactment thereof for the time being in force;
Charity	means Construction Industry Trust for Youth;
Charity Commission	means the Charity Commission for England and Wales;
clear days	in relation to a period of notice means a 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;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
electronic form	includes electronic means (for example, e-mail or fax) or any other means while in electronic form (for example, sending a disk through the post);
financial benefit	means a benefit which is either money or has monetary value;
Financial Expert	means a person who is reasonably believed by the Trustees to be qualified to give advice in relation to investments by reason of their ability in and practical experience of financial and other matters relating to investments;
Member	means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;
Memorandum	means the memorandum of association of the Charity;
Model Articles	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229)
Objects	the objects of the Charity as set out in Article 4;
Ordinary Resolution	means a resolution (of the Members or, if applicable, a class of the Members) that is passed: (i) if a written resolution, by Members representing a simple majority of the total voting rights of eligible Members;

(ii) on a show of hands at a meeting, by a simple majority of the votes cast by those entitled to vote;

(iii) on a poll at a meeting, by Members representing a simple majority of the total voting rights of Members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance;

proxy notice has the meaning given in Article 13;

Related Company includes any company in which the Charity:

- holds more than 50% of the shares; or
- controls more than 50% of the voting rights attached to the shares; or
- has the right to appoint one or more directors to the board of the company.

Secretary means any person appointed to perform the duties of the secretary of the Charity;

Special Resolution means a resolution (of the Members or, if applicable, a class of the Members) passed:

- (i) if a written resolution, by Members representing not less than 75% of the total voting rights of eligible Members;
- (ii) on a show of hands at a meeting, by a majority not less than 75% of the votes cast by those entitled to vote;
- (iii) on a poll at a meeting, by Members representing not less than 75% of the total voting rights of the Members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance;

Trustee means a Trustee of the Charity and includes any person occupying the position of Trustee, by whatever name called. The Trustees are charity trustees as defined in the Charities Act. The Trustees are directors as defined in the Companies Act 2006;

United Kingdom means the United Kingdom of Great Britain and Northern Ireland.

writing means 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.

1.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Charity.

- 1.3 All words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.
- 1.4 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of the Articles.
- 1.5 The Model Articles shall not apply to the Charity.

CHARITY DETAILS

2 Name

- 2.1 The name of the Charity is Construction Industry Trust for Youth.
- 2.2 The name of the Charity may be changed by:
- (a) a resolution of the Trustees; or
 - (b) a Special Resolution of the Members,
- or otherwise in accordance with the Act.

3 Registered office

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

OBJECTS AND POWERS

4 Objects

- 4.1 The Charity's objects are:
- (a) to create, support or facilitate programmes of education, learning, training or employment in the context of the construction and built environment industries.
 - (b) to improve the conditions of life for young people in the United Kingdom and to overcome barriers to their education, learning, training or employment arising by reason of their youth, disability or economic or social circumstance, with particular reference to the skills of the construction and built environment industries.
 - (c) to educate, train, assist and facilitate such individuals or groups to develop their physical and mental capacities and skills.

5 Powers

The Charity has power to do anything which is calculated to further the Objects, or any of them, or is conducive or incidental to doing so. In particular, and without limiting the foregoing, the Charity's powers include power:

- 5.1 to award sponsorships, financial assets, grants, bursaries, maintenance or allowances to individuals;
- 5.2 to accept or disclaim any gift or transfer of money or any other property whether or not subject to any special trust;
- 5.3 to raise funds, provided that in doing so the Charity shall not undertake any substantial permanent taxable trading and shall comply with any relevant statutory regulations;
- 5.4 to purchase or form trading companies alone or jointly with others;
- 5.5 to buy, take on lease or exchange, hire or otherwise acquire and hold any real or personal estate;
- 5.6 to maintain, alter or equip for use any real or personal estate;
- 5.7 to erect, maintain, improve, or alter any buildings in which the Charity for the time being has an interest;
- 5.8 subject to such consents as may be required by law to sell, lease or otherwise dispose of all or any part of the real or personal estate belonging to the Charity;
- 5.9 subject to such consents as may be required by law to borrow or raise money and to give security for loans, grants or other obligations;
- 5.10 to make grants or loans of money with or without security, to give guarantees and become or give security for the performance of contracts and to grant powers of attorney by way of security for the performance of obligations;
- 5.11 to co-operate, including exchanging information and advice, and enter into arrangements with other bodies, international, national, local or otherwise;
- 5.12 to establish or support any charitable trusts, associations, companies, institutions or other bodies formed for any of the charitable purposes included in the Objects;
- 5.13 to acquire or merge with any other charity formed for any of the Objects;
- 5.14 to enter into partnership, joint venture or other arrangement with any body with objects similar in whole or part to the Objects;
- 5.15 to affiliate to or accept affiliation from any body with objects similar in whole or part to the Objects;
- 5.16 to set aside funds for special purposes or as reserves against future expenditure in accordance with a written reserves policy;
- 5.17 to deposit or invest funds with all the powers of a beneficial owner;
- 5.18 to delegate the management of investments to a Financial Expert but only on terms that:
 - (a) the investment policy is set down in writing for the Financial Expert by the Trustees;

- (b) make provision for appropriate and regular reporting obligations to the Trustees or to a committee authorised by the Trustees to receive such reports in respect of all transactions and a requirement for the prompt reporting of all transactions over a specified amount;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (d) the Trustees shall be entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) 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
 - (g) the Financial Expert must not do anything outside the powers of the Trustees;
- 5.19 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 5.20 to insure and arrange insurance cover of every kind and nature in respect of the Charity, its property and assets and take out other insurance policies to protect the Charity, its employees, volunteers or members as required;
- 5.21 to provide indemnity insurance to cover the liability of the Trustees or any other officer of the Charity:
- (a) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which he may be guilty in relation to the Charity but not extending to:
 - (i) any liability to the Charity resulting from conduct which the Trustees knew, or must reasonably be assumed to have known, was not in the interests of the Charity, or where the Trustees did not care whether such conduct was in the best interests of the Charity or not;
 - (ii) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;
 - (iii) any liability to pay a fine or regulatory penalty.
 - (b) to make contributions to the assets of the Charity in accordance with the provisions of section 214 of the Insolvency Act 1986 but not extending to any liability to make such a contribution where the basis of the Trustee's liability is their knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;

- 5.22 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Charity provided that the Charity may only employ a Trustee to the extent permitted in Article 6 and subject to compliance with the conditions set out there;
- 5.23 subject to the provisions of Article 6 to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or employees for the time being of the Charity or their dependants;
- 5.24 to enter into contracts to provide services to or on behalf of other bodies;
- 5.25 to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 5.26 to publish or distribute information in or on any media;
- 5.27 to hold exhibitions, meetings, lectures, classes, seminars or courses either alone or with others;
- 5.28 to cause to be written, printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents, films, recorded tapes or materials reproduced on electronic media;
- 5.29 to foster and undertake research into any aspect of the Objects and its work and to disseminate and exchange the results of any such research;
- 5.30 to act as trustee of any trust;
- 5.31 to make any charitable donation either in cash or assets;
- 5.32 subject to such consent as may be required by law to obtain any Act of Parliament or other order or authority or to promote, support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interests of the Charity;
- 5.33 to convert to a charitable incorporated organisation;
- 5.34 to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity as a company and as a charity.

APPLICATION, PAYMENT OR DISTRIBUTION OF THE CHARITY'S PROPERTY AND INCOME AND LIMITED LIABILITY OF MEMBERS

6 Application of income and property

- 6.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 6.2 None of the income or property of the Charity may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to Members. This does not prevent a Member receiving a benefit which a Trustee is permitted in accordance with this Article 6.
- 6.3 A Trustee:

- (a) shall be entitled to be paid reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;
- (b) may receive an indemnity from the Charity in accordance with Article 30;
- (c) may benefit from insurance cover, including indemnity insurance, purchased at the expense of the Charity in accordance with Article 5;

and a Trustee may not receive, directly or indirectly, any other benefit or payment from the Charity or any Related Company unless authorised by this Article 6, by the court or by the prior written approval of the Charity Commission.

6.4 Save where authorised or approved in accordance with this Article 6, no Trustee or Associated Person may:

- (a) buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- (b) sell goods, services or any interest in land to the Charity;
- (c) be employed by, or receive remuneration from, the Charity; or
- (d) receive any other financial benefit from the Charity.

6.5 A Trustee or Associated Person may:

- (a) take part in the normal trading and fundraising activities of the Charity or any Related Company on the same terms as members of the public; and
- (b) subject to the conditions in Article 6.6 being satisfied:
 - (i) receive a benefit from the Charity (or a Related Company) in the capacity of a beneficiary of the Charity;
 - (ii) receive fees, remuneration or other financial benefit under a contract for the supply of goods or services (including goods supplied in connection with the provision of such services) to the Charity or a Related Company (other than for acting as a Trustee);
 - (iii) receive interest on money lent to the Charity or a Related Company at a reasonable and proper rate not exceeding the Bank of England base rate; and
 - (iv) receive reasonable and proper rent for premises demised or let to the Charity or a Related Company or receive the proceeds of sale in relation to land sold to the Charity or a Related Company.

6.6 The authority in Article 6.5(b) is subject to the following conditions being satisfied:

- (a) prior to any financial benefit being paid to the Trustee or Associated Person (other than in their capacity as a beneficiary) an appropriate written agreement is concluded between the Charity/Related Company and the Trustee/Associated Person (as the

case may be) containing the full details of their duties and obligations to the Charity/Related Company, the amount of financial benefit payable to them and all other relevant terms and conditions and copies of all such agreements are retained for inspection by any authorised person;

- (b) any financial benefit paid to the Trustee or Associated Person does not exceed an amount which is reasonable in all the circumstances;
- (c) the other Trustees are satisfied that it is in the best interests of the Charity to contract with that Trustee (or Associated Person) rather than with someone who is not a Trustee (or Associated Person). In reaching that decision the Trustees shall balance the advantage of contracting with the Trustee (or Associated Person) against the disadvantages of doing so (including the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interests);
- (d) a majority of the Trustees then in office are not in receipt of benefit under Article 6.5(b);
- (e) the provisions of Article 7 below are observed in relation to any consideration by the Trustees concerning that Trustee's (direct or indirect) interest, financial benefit or any variation of the financial benefit.

7 Conflicts of interests and conflicts of loyalty

7.1 Whenever a Trustee has a personal interest (including but not limited to a personal financial interest or a duty of loyalty owed to another organisation or person) directly or indirectly in a matter to be discussed at a meeting of the Trustees or a committee of the Trustees or in any transaction or arrangement with the Charity or under discussion (whether proposed or already entered into), the Trustee concerned shall:

- (a) declare an interest at or before any discussion on the item;
- (b) withdraw from any discussion on the item save to the extent that they are invited expressly to contribute information;
- (c) not be counted in the quorum for the part of any meeting and any vote devoted to that item; and
- (d) withdraw during the vote and have no vote on the item.

7.2 Where a Trustee becomes aware of such a personal interest in relation to a matter arising in a resolution in writing circulated to the Trustees, the Trustee concerned shall:

- (a) as soon as possible declare an interest to all the other Trustees;
- (b) not be entitled to vote on the resolution in writing, and

the resolution shall take effect accordingly provided that any Trustee who has already voted on the resolution may, on being notified of the personal interest, withdraw or change their vote.

- 7.3 Articles 7.1(b) to 7.1(d) and 7.2 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised in the Articles.
- 7.4 If a conflict of interests arises for a Trustee, which may but need not be 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, then, on the matter being proposed to the Trustees, the unconflicted Trustees may authorise the conflict of interests (the **authorised conflict**) subject to the conditions in Article 7.5.
- 7.5 A conflict of interests may only be authorised under Article 7.4 if:
- (a) the unconflicted Trustees consider it is in the interests of the Charity to do so in the circumstances applying;
 - (b) the procedures of Articles 7.1 and 7.2 (as the case may be) are followed in respect of the authorised conflict; and
 - (c) the terms of Article 6 are complied with in respect of any direct or indirect benefit to the conflicted Trustee which may arise from the authorised conflict.
- 7.6 Where a conflict is authorised in accordance with Articles 7.4 and 7.5 above, the unconflicted Trustees, as they consider appropriate in the interests of the Charity, may set out any express terms of the authorisation, which may, but need not, include authorising the conflicted Trustee:
- (a) to disclose information confidential to the Charity to a third party; or
 - (b) to refrain from taking any step required to remove the conflict,
- and may impose conditions on the authorisation.

8 Limited liability of Members

- 8.1 The liability of the Members is limited.
- 8.2 Every Member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the Charity's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

9 Surplus assets on winding-up or dissolution

- 9.1 If upon the winding-up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Charity, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Charity under or by virtue of Article 6 hereof, such institution or institutions to be determined by the Members of the Charity at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

MEMBERSHIP

10 Members

- 10.1 The Trustees from time to time shall be the only Members. A Trustee shall, by agreeing to become a Trustee, agree to become a Member and accordingly shall be admitted to membership of the Charity on their appointment as Trustee.
- 10.2 *Membership is not transferable.*
- 10.3 The Charity shall maintain a register of Members.

11 Termination of membership

Membership is terminated if the Member:

- 11.1 dies; or
- 11.2 ceases to be a Trustee.

MEETINGS OF MEMBERS

12 General meetings

- 12.1 The Trustees may call general meetings.
- 12.2 General meetings shall be called by at least 14 clear days' notice in accordance with the Act and the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 12.3 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than 90% of the total voting rights at that meeting of all the Members.
- 12.4 No business shall be transacted at any general meeting unless a quorum is present.
- 12.5 One-third of the persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member, shall be a quorum. In the event that one-third of the persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member, does not represent a whole number then the number of people required to meet these quorum requirements will be calculated by rounding up to the next whole number.
- 12.6 There shall be a chair of every general meeting:
 - (a) The chair, if any, of the Trustees shall chair every general meeting of the Charity.
 - (b) In the chair's absence the vice-chair, if any, of the Trustees shall act as chair.

- (c) If at any meeting neither the chair nor the vice-chair is present within ten minutes after the time appointed for the holding of the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting.
- 12.7 A person is able to exercise the right to speak at a general meeting when that person is in a position, during the meeting, to communicate to all those attending the meeting any information or opinions which that person has on the business of the meeting.
- 12.8 A person is able to exercise the right to vote at a general meeting when:
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 12.9 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 12.10 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 12.11 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

13 Proxies

- 13.1 A Member is entitled to appoint another person as their proxy to exercise all or any of the Member's rights to attend and to speak and vote at a general meeting of the Charity.
- 13.2 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
 - (a) states the name and address of the Member appointing the proxy;
 - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - (d) is delivered to the Charity in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 13.3 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. In default of any other form of proxy notice being specified, the following form shall be used:

“[Name of charity]

.....

I/We,, of, being a member/members of the above-named company, hereby appoint of, or failing them, [..... of], as my/our proxy to vote in my/our name[s] and on my/our behalf at the (Annual or Extraordinary, as the case may be) general meeting of the company to be held on [date], and at any adjournment thereof.

Signed on [insert date]"

- 13.4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions. In default of any other form of proxy notice being specified, the following form shall be used for this purpose:

"[Name of charity]

.....

I/We,, of, being a member/members of the above-named company, hereby appoint of, or failing them [..... of], as my/our proxy to vote in my/our name[s] and on my/our behalf at the (Annual or Extraordinary, as the case may be) general meeting of the company, to be held on [date], and at any adjournment thereof.

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

Resolution No. 1 *for *against [*vote withheld] [*discretionary]

Resolution No. 2 *for *against [*vote withheld] [*discretionary].

*Strike out whichever is not desired.

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

Signed on [insert date]".

- 13.5 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

- 13.6 Proxy notices may:

- (a) in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours (including any part of a day that is not a working day) before the

time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

- (b) in the case of an appointment in electronic form, where an address has been specified for the purpose of receiving documents in electronic form:
 - (i) in the notice convening the meeting, or
 - (ii) in any instrument of proxy sent out by the Charity in relation to the meeting, or
 - (iii) in any invitation in electronic form to appoint a proxy issued by the Charity in relation to the meeting,

be received at such address not less than 48 hours before (including any part of a day that is not a working day) the time for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote;

- (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before (including any part of a day that is not a working day) the time appointed for the taking of the poll; or
- (d) in the case of a poll which is not taken forthwith but taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary or to any Trustee;

and a proxy notice which is not deposited, delivered or received in a manner so permitted shall be invalid.

- 13.7 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 13.8 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 13.9 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

DECISIONS OF MEMBERS

14 Voting at general meetings

- 14.1 A resolution put to the vote of a general meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.
- 14.2 Unless a poll is duly demanded, a declaration by the chair and an entry to that effect in the minutes of proceedings of the Charity that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, shall be conclusive evidence of the fact

without proof of the number or proportion of the votes recorded in favour of or against such resolution.

- 14.3 In the case of an equality of votes, the chair of the meeting shall be entitled to a second or casting vote.

15 Votes of members

- 15.1 Every Member shall have one vote.
- 15.2 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.

16 Written resolutions

- 16.1 Save for a resolution to remove a Trustee before the expiration of their period of office or to remove an auditor before the expiration of their term of office, any resolution of the Members may be proposed and passed as a written resolution in accordance with the Act.
- 16.2 Any resolution of the Members for which the Act does not specify whether it is to be passed as an Ordinary Resolution or a Special Resolution, shall be passed as an Ordinary Resolution.
- 16.3 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. A written resolution proposed as a Special Resolution must state as such.
- 16.4 A Member signifies their agreement to a proposed written resolution when the Charity receives from the Member (or from someone acting on behalf of the Member) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified cannot be revoked. For these purposes:
- (a) If the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of the person sending it:
 - (b) If the document is sent to the Charity in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity or, where no such manner has been specified by the Charity, if it is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 16.5 A written resolution is passed when the required majority of eligible Members have signified their agreement. The eligible Members are the Members who would have been entitled to vote on the resolution on the date on which the resolution is circulated in accordance with the Act.
- 16.6 A written resolution shall lapse if it is not passed before the end of 28 days beginning with the date on which the resolution is circulated in accordance with the Act.

- 16.7 The Members may require the Charity to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

TRUSTEES

17 Trustees

- 17.1 The maximum number of Trustees shall be determined by the Members by Ordinary Resolution, but unless and until so fixed there shall be no maximum and the minimum number shall be two.
- 17.2 In the event the number of Trustees falls below the minimum required under Article 17.1 the only decision the Trustees can make is to appoint an additional Trustee.
- 17.3 A Trustee may not appoint an alternate Trustee or anyone to act on their behalf at meetings of the Trustees.

18 Appointment of Trustees

- 18.1 Any person who is willing to act as a Trustee, and is permitted by law to do so, may be appointed to be a Trustee by a resolution of the Trustees, provided that no appointment of a Trustee may be made which would cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.
- 18.2 In any case where, as a result of death, the Charity has no Members and no Trustees, the personal representatives of the last Member to have died shall have the right, by notice in writing, to appoint a person to be a Trustee.
- 18.3 For the purposes of Article 18.2, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member shall be deemed to have survived an older Member.
- 18.4 Subject to Articles 19 and 21 a Trustee shall hold office until their retirement in accordance with Article 19.

19 Retirement of Trustees

- 19.1 Each Trustee in office on the date these Articles come into effect shall, subject to Articles 20 and 21, hold office until a date determined by a resolution of the Trustees (excluding the Trustee whose proposed term in office is the subject of the resolution).
- 19.2 Any other Trustee shall be appointed for a term of three years at the end of which they shall retire.
- 19.3 A person retiring from the office of Trustee shall be eligible for re-appointment but, where the retirement is at the end of a consecutive period of nine years or more in office, the Trustee shall only be eligible for re-appointment for a maximum of three consecutive one year terms of office and only in exceptional circumstances where it is in the best interests of the effective

governance of the Charity and with the unanimous approval of the Trustees (excluding the Trustee whose proposed re-appointment is the subject of the resolution).

20 Removal of Trustees

- 20.1 The Charity may by Ordinary Resolution of which special notice has been given to the Charity in accordance with the Act remove any Trustee before the expiration of the Trustee's period of office notwithstanding anything in these Articles or in any agreement between the Charity and such Trustee.
- 20.2 The Trustees may remove any Trustee before the expiration of the Trustee's period of office by a resolution at a meeting of the Trustees passed by all the Trustees (excluding the Trustee whose proposed removal is the subject of the resolution) provided that:
- (a) the Trustee proposed to be removed shall have received at least 14 clear days' notice in writing of the proposed resolution and the reasons for the proposal;
 - (b) the Trustee or, at the option of the Trustee, the Trustee's representative, who need not be a Trustee or Member, has been permitted to make representations to the meeting; and
 - (c) the Trustees passing the resolution determine that it is in the best interests of the Charity to do so.

21 Disqualification or vacation of office of Trustees

The office of Trustee shall be vacated if:

- 21.1 the Trustee ceases to be a Trustee by virtue of any provision of the Act or becomes prohibited by law from being a Trustee;
- 21.2 the Trustee is disqualified from acting as a charity trustee by virtue of the Charities Act;
- 21.3 the Trustee becomes bankrupt or makes any arrangement or composition with their creditors generally;
- 21.4 a registered medical practitioner who is treating the Trustee gives a written opinion to the Charity stating that the Trustee has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- 21.5 a court makes an order which wholly or partly prevents the Trustee from personally exercising any powers or rights which the Trustee would otherwise have and the Trustees resolve that the Trustee's office be vacated;
- 21.6 the Trustee resigns their office by written notice to the Charity provided at least Trustee the minimum number of Trustees required by Article 17.1 remain in office after the resignation takes effect;
- 21.7 the Trustee is absent from all Trustees' meetings without leave for one year and the Trustees (excluding the Trustee whose proposed removal is the subject of the resolution) resolve that the Trustee's office be vacated;

- 21.8 the Trustee is directly or indirectly interested in any contract with the Charity and fails to declare the nature of their interest as required by the Act or the Articles and the Trustees resolve that the office be vacated;
- 21.9 the Trustee is deemed by HM Revenue & Customs not to be a fit and proper person to be a manager of the Charity and the Trustees resolve that the Trustee's office be vacated;
- 21.10 the Trustee fails to agree to a reasonable request by the Trustees that the Trustee signs a declaration that they are a fit and proper person to act as such and the Trustees resolve that the Trustee's office be vacated;
- 21.11 the Trustee's conduct leads to the Trustees deciding to make a serious incident report to the Charity Commission and the Trustees resolve that the Trustee's office be vacated;
- 21.12 the Trustee fails to agree to a reasonable request by the Trustees for a Disclosure and Barring Service (DBS) check (or equivalent) and the Trustees resolve that the Trustee's office be vacated; or
- 21.13 the Trustee ceases to be a Member.

22 Powers and duties of the Trustees

- 22.1 Subject to the provisions of the Act and the Articles and to any directions given by Special Resolution, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity.
- 22.2 No alteration of the Articles and no direction given by Special Resolution shall invalidate anything which the Trustees have done before the making of the alteration or the passing of the resolution.
- 22.3 A meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

23 Proceedings and decisions of the Trustees

- 23.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
- 23.2 The Trustees shall meet at least four times a year.
- 23.3 A meeting of the Trustees:
 - (a) may be called by any Trustee; and
 - (b) shall, at the request of a Trustee, be called by the Secretary (if any).
- 23.4 Notice of any meeting of the Trustees must indicate:
 - (a) its proposed date, time and subject matter;
 - (b) where it is to take place; and

- (c) 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.
- 23.5 In fixing the date and time of any meeting of the Trustees, the Trustee calling it shall try to ensure, subject to the urgency of any matter to be decided by the Trustees, that as many Trustees as practicable are likely to be available to participate in it.
- 23.6 Notice of a meeting of the Trustees must be given to each Trustee, but need not be in writing.
- 23.7 Notice of a meeting of the Trustees need not be given to Trustees who waive their entitlement to notice of that meeting, which they may do by giving notice to that effect to the Charity seven days before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 23.8 Trustees are to be treated as having waived their entitlement to notice of a meeting if they have not supplied the Charity with the information necessary to ensure that they receive the notice before the meeting takes place.
- 23.9 Any Trustee may participate in a meeting of the Trustees by means of video conference, telephone or any suitable electronic means agreed by the Trustees whereby all persons participating in the meeting can communicate with all the other participants and participation in such a meeting shall constitute presence in person at that meeting.
- 23.10 In relation to the quorum for a meeting of the Trustees:
 - (a) no decision other than a decision to call a meeting of the Trustees or a general meeting shall be taken by the Trustees unless a quorum participates in the decision-making process;
 - (b) the quorum for decision-making by the Trustees may be fixed from time to time by a decision of the Trustees, provided it shall not be less than one-third of all Trustees, and unless otherwise fixed it is one-third of all Trustees;
 - (c) in the event that one-third of the Trustees present does not represent a whole number then the number of Trustees required to meet these quorum requirements will be calculated by rounding up to the next whole number;
 - (d) a Trustee shall not be counted in the quorum participating in a meeting in relation to a resolution on which the Trustee is not entitled to vote.
- 23.11 Subject to the provisions of these Articles, questions arising at a meeting shall be decided by a majority of votes.
- 23.12
 - (a) The Trustees shall elect a chair and vice-chair from among their number and shall determine the period for which they are to hold office, although they shall always be eligible for re-election.

- (b) If at any meeting neither the chair nor the vice-chair is present within ten minutes after the time appointed for holding the same, or if there is no chair or vice-chair, the Trustees present shall choose one of their number to chair the meeting.
 - (c) In the case of an equality of votes, the chair shall have a second or casting vote. But this does not apply if, in accordance with the Articles, the chair is not to be counted as participating in the decision-making process for quorum or voting purposes. No Trustee in any other circumstances shall have more than one vote.
- 23.13 Acts done by any meeting of the Trustees or of a committee, or by any person acting as a Trustee, shall not be invalidated by the subsequent realisation that:
- (a) there was some defect in the appointment of any such Trustee or person acting as a Trustee, or
 - (b) they or any of them were disqualified, or
 - (c) they or any of them had ceased to hold office as Trustee, or
 - (d) they or any of them were not entitled to vote on the matter.
- 23.14 Save for a resolution to remove a Trustee from office under Article 20.2, a resolution in writing, agreed by all the Trustees entitled to receive notice of a meeting of the Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held and may consist of several documents in like form each agreed by one or more Trustees.
- 23.15 Subject to the Articles, the Trustees may make any rules which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to the Trustees.

24 Delegation by the Trustees

- 24.1 The Trustees may delegate any of their powers or functions to a committee including two or more Trustees.
- 24.2 The Trustees shall determine the terms of any delegation to such a committee and may impose conditions, including that:
- (a) the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate;
 - (b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.
- 24.3 Subject to and in default of any other terms imposed by the Trustees:
- (a) the chair shall be an ex-officio member of every committee appointed by the Trustees;
 - (b) the members of a committee may, with the approval of the Trustees, appoint such persons, not being Trustees, as they think fit to be members of that committee;

- (c) a committee may elect a chair of its meetings; if no such chair is elected, or, if at any meeting the chair is not present within ten minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting;
- (d) a committee may meet and adjourn as it thinks proper;
- (e) questions arising at any meeting shall be determined by a majority of votes of the committee members present, and
- (f) in the case of an equality of votes the chair of the committee shall have a second or casting vote;

and subject thereto committees to which the Trustees delegate any of their powers or functions shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by the Trustees.

24.4 The terms of any delegation to a committee shall be recorded in the minute book.

24.5 The Trustees may revoke or alter a delegation.

24.6 All acts and proceedings of committees shall be reported to the Trustees fully and promptly.

25 Delegation of day to day management

25.1 The Trustees may delegate day to day management and administration of the Charity to one or more managers.

25.2 In respect of each manager the Trustees shall:

- (a) provide a description of the manager's role; and
- (b) set the limits of the manager's authority.

25.3 The managers shall report regularly and promptly to the Trustees on the activities undertaken in accordance with their role.

SECRETARY, MINUTES AND SEAL

26 Secretary

26.1 Subject to the provisions of the Act, any Secretary may be appointed by the Trustees for such term at such remuneration and on such conditions as the Trustees may think fit. Any Secretary so appointed by the Trustees may be removed by them at any time.

26.2 A Secretary who is also a Trustee may not be remunerated save as permitted in accordance with the Articles.

27 Minutes

27.1 The Trustees shall ensure that the Charity keeps records, in writing, comprising:

- (a) minutes of all proceedings at general meetings;
- (b) copies of all resolutions of Members passed otherwise than at general meetings;
- (c) details of appointments of officers made by the Trustees; and
- (d) minutes of meetings of the Trustees and committees of the Trustees, including the names of the Trustees present at the meeting.

27.2 The Trustees shall ensure that the records comprising 27.1(a) and 27.1(b) above shall be kept for at least 10 years from the date of the meeting or resolution, as the case may be.

ACCOUNTS, RECORDS AND REPORTING

28 Accounts, records and reporting

28.1 The Trustees shall comply with the requirements of the Act and of the Charities Act for keeping financial records, the audit or other scrutiny of accounts (as required) and the preparation and transmission to the Registrar of Companies and the Charity Commission, as the case may be, of:

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

28.2 Accounting records relating to the Charity shall be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

28.3 The Trustees shall supply a copy of the Charity's latest available statement of account to any Trustee or Member on request, and within two months of the request to any other person who makes a written request and pays the Charity's reasonable costs of complying with the request.

COMMUNICATION

29 Means of communication

29.1 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 Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Charity.

29.2 Subject to the Articles, any notice or other 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 them to be sent or supplied with such notices or documents for the time being.

- 29.3 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

INDEMNITY

30 Indemnity

- 30.1 Every member of the Board or other officer of the Charity shall be indemnified out of the assets of the Charity against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 1157 of the Act in which relief is granted to him by the Court, and no member of the Board or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Charity in the execution of the duties of his office or in relation thereto.

RULES AND BYELAWS

31 Rules or byelaws

- 31.1 The Trustees may from time to time make such rules or byelaws as they may deem necessary or convenient for the proper conduct and management of the Charity or any group established to support the Charity. In particular but without prejudice to the generality of the above, they may by such rules or byelaws regulate:
- (a) the rights, privileges and/or duties of Members and the conditions of membership;
 - (b) the conduct of Members in relation to one another and to the Charity's employees and volunteers;
 - (c) the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes; and
 - (d) the procedure at general meetings and meetings of the Trustees and committees in so far as such procedure is not regulated by these Articles.
- 31.2 The Charity in general meeting shall have power by Special Resolution to alter or repeal the rules or byelaws and to make additions to them.
- 31.3 Such rules or byelaws shall, so long as they shall be in force, be binding on all Members provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in the Articles.