

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION  
OF  
WORTH ABBEY**

**Company Number: 4475556**

**Charity Number: 1093913**

**(as amended by Special Resolution on 29<sup>th</sup> August 2023)**

**INTERPRETATION**

1. In these Articles, unless the context otherwise requires:

“the Abbey”	means Worth Abbey, which is a charitable company regulated by these Articles;
“the Abbot”	means the person who for the time being holds office as Abbot of Worth Abbey in accordance with the Constitutions and includes the religious superior under Canon Law who exercises the functions of Abbot under the Constitutions when that office is vacant;
“the Act”	means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force;
“the Articles”	means the Articles of Association of the Abbey for the time being in force;
“Authenticated Document”	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Abbey (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and where the Abbey has no reason to doubt the truth of that statement);

“the Charities Act”	means the Charities Act 2011 including any statutory modification or re-enactment of it for the time being in force;
“the Chapter”	means the Conventual Chapter of the solemnly professed monks of Worth Abbey;
“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Act;
“Constitutions”	means the Constitutions of the English Benedictine Congregation approved by the Holy See and for the time being in force;
“the Council”	means the persons who for the time being are the members of the Abbot’s Council pursuant to the Constitutions;
“clear days”	means in relation to the period of a notice means the 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;
“executed”	includes any mode of execution;
“electronic form and electronic means”	have the meaning given to such terms in Section 1168 of the Act;
“External Trustee”	means an individual appointed by the Abbot as an External Trustee pursuant to Article 60;
“Independent Trustees”	means those individuals appointed by the Abbot as Independent Trustees pursuant to Article 61;
“Members”	means the Members of the Abbey appointed pursuant to Article 17;
“Model Articles”	means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 ( <i>SI 2008/3229</i> );
“Monastic Trustees”	means those members of the Chapter who are appointed by the Abbot as Monastic Trustees pursuant to Article 59;

“month”	means a calendar month;
“Objects”	means the objects of the Abbey as stated in Article 9;
“Office”	means the registered office of the Abbey;
“present”	does not, unless the context expressly provides, require a person to be physically present in person;
“the seal”	means the common seal of the Abbey if it has one;
“Secretary”	means the company secretary of the Abbey, if any, or any other person appointed to perform the duties of the company secretary of the Abbey;
“Special Resolution”	has the meaning given in section 283 of the Act;
“Trustees”	means (a) the Monastic Trustees, (b) the External Trustee (if any), and (c) the Independent Trustees;
“the United Kingdom”	means Great Britain and Northern Ireland;
“Virtually”	Means by telephone link, video link, or other technology enabling all participants to communicate with each other in real time without being physically present in the same place;
“Worth”	means the Monastery of Our Lady Help of Christians at Worth (also known as Worth Abbey) situated at Turners Hill, West Sussex, RH10 4SB;
“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.

2. Words importing the singular number only shall include the plural number and vice versa; words importing the one gender shall include all genders and words importing persons shall include corporations.
3. Unless the context requires otherwise, words or expressions defined in the Act (but excluding any statutory modification to it not in force on the date on which these Articles become binding on the Abbey) shall bear the same meaning in the Articles.

4. If there is a conflict between the Articles of Association and the Constitutions, the Constitutions shall prevail provided that such interpretation does not conflict with the Act, the Charities Act 2011 or with charity law.
5. A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
6. The Model Articles shall not apply to the Abbey.

#### **NAME AND OFFICE**

7. The Company's name is Worth Abbey (and in this document it is called "the Abbey").
8. The Abbey's registered office is to be situated in England.

#### **OBJECTS AND POWERS**

9. The objects for which the Abbey is established, which shall be fulfilled in such manner as the Trustees with the consent of the Abbot shall from time to time think fit, are:
  - (1) the advancement of the Roman Catholic religion;
  - (2) the relief of the infirm, aged or poor and in particular, but without prejudice to the generality of the foregoing, the relief of aged priests and clerics, other persons professing the Roman Catholic religion or who are related to priests or clerics of the Roman Catholic Church;
  - (3) the advancement of education and in particular, but without prejudice to the generality of the foregoing, the education and training of priests and persons desirous of becoming priests of the Roman Catholic Church; and
  - (4) such other purposes that are charitable in English law whether or not directly connected with the Roman Catholic Church.
10. In furtherance of the Objects and in accordance with the Constitutions but not otherwise, the Abbey may exercise the following powers:
  - (1) to provide churches and chapels for the celebration of Divine Worship;
  - (2) to maintain and carry on religious services of the Roman Catholic Church;
  - (3) to pay stipends to priests of the Roman Catholic Church;
  - (4) to provide houses or other such accommodation for the residence of Priests connected with Roman Catholic Churches or chapels;
  - (5) to provide parish rooms and halls in connection with such Roman Catholic Churches or chapels;
  - (6) to provide and maintain a burial ground for persons of the Roman Catholic faith and such other persons as permitted by the Trustees;
  - (7) to provide necessary holidays and rest for priests and clerics of the Roman Catholic Church being in the opinion of the Trustees without adequate means;

- (8) to provide homes for infirm and aged priests and clerics of the Roman Catholic Church;
- (9) to provide hospitals and sanatoria;
- (10) to provide houses of study, colleges or seminaries for the education and training of priests and persons desirous of becoming priests of the Roman Catholic Church and to provide houses of residence for teachers and students in any such houses of study, colleges or seminaries;
- (11) to make grants and loans whether out of income or capital and upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Abbey as security for the performance of contracts entered into by any person, association, company, local authority, administrative or governmental agency or public body as may be thought fit for or towards charitable purposes in any way connected with or calculated to further the objects of the Abbey;
- (12) to organise or make grants towards the cost of others organising meetings, lectures, conferences, broadcasts or courses of instruction;
- (13) to provide or procure the provision of counselling, guidance and retreats in furtherance of the objects of the Abbey or any of them;
- (14) to produce, publish and distribute (whether gratuitously or not) or to make grants towards the cost of others producing, publishing or distributing material (or content) in any form and across any media (such as websites and social media) including books, pamphlets, reports, journals, films, tapes, video tapes or programmes that may be deemed desirable for the promotion of the objects of the Abbey or for the purpose of informing contributors and others of the needs or progress of the Abbey;
- (15) to accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any other kind of money or property of any kind including contributions subject to any special trusts or conditions: Provided that in relation to any contributions subject to any special trusts or conditions the Abbey shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts;
- (16) to raise funds for the Abbey by personal or written appeals (whether periodical or occasional), public meetings or otherwise as may from time to time be deemed expedient: Provided that in raising funds the Abbey shall not undertake or carry out any trading activities unless authorised by these Articles or by law to do so;
- (17) to carry out trade insofar as (a) the trade is exercised in the course of carrying out the primary objects of the Abbey or (b) the trade is temporary and ancillary to the carrying out of the objects of the Abbey or (c) those profits of any trade

exercised by the Abbey which do not fall within either (a) or (b) above are not liable to tax;

- (18) to operate bank accounts in the name of the Abbey and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments;
- (19) to invest any moneys of the Abbey not immediately required for its purposes in or upon such investments, securities or property of any other kind and situated anywhere in the world whether involving liabilities or producing income or not as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- (20) to buy, take on lease or exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Abbey may think necessary for the promotion of its objects and to maintain, manage, construct and alter any buildings or erections and to equip and fit out any property and buildings for use;
- (21) to make planning applications, applications for consent under bye-laws or building regulations and other like applications;
- (22) subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Abbey;
- (23) subject to such consents as may be required by law to borrow or raise money for the purposes of the Abbey on such terms and on such security (if any) as may be thought fit;
- (24) to enter and perform any derivative transaction on such terms as the Abbey thinks fit for the purpose of hedging or otherwise managing any treasury risk or other exposure of the Abbey provided that:-
  - (a) for the purposes of this Article, "derivative transaction" means any transaction which is a forward, swap, future option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, or any combination of these transactions; and
  - (b) in exercising its powers under this Article, the Abbey shall comply with any regulatory requirements applicable to it at the relevant time relating to the use of derivative transactions.
- (25) to employ, engage or retain the services of such persons as may be necessary or desirable for the attainment of the objects of the Abbey on such terms as may be thought fit and to make all reasonable provisions for the payment of

pensions and superannuation to employees, their families and other dependants;

- (26) to delegate upon such terms and at such reasonable remuneration as the Abbey may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:-
- (a) the Managers shall be such person or persons who are reasonably believed by the Trustees to be qualified to give advice on investments by reason of their ability in and practical experience of finance and other matters relating to investments;
  - (b) the delegated powers shall be exercisable only within clear policy guidelines drawn upon in advance by the Abbey;
  - (c) the Managers shall be under a duty to report promptly to the Abbey any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the Abbey within 14 days and to report regularly on the performance of investments managed by them;
  - (d) the Abbey shall be entitled at any time to review, alter or terminate the delegation or the terms of it;
  - (e) the Abbey shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Abbey to undertake such reviews within the period of 12 months shall not invalidate the delegation;
  - (f) the Abbey shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers;
- (27) to permit any investments belonging to the Abbey to be held in the name of any bank or company as nominee for the Abbey and to pay any such nominee reasonable and proper remuneration for acting as such;
- (28) to pay out of the funds of the Abbey the cost of any premium in respect of any insurance or indemnity to cover liability of any Trustee which by virtue of any rule of law would otherwise attach to them, in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Abbey provided that any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of any Trustee in their capacity as trustees of the Abbey;
- (29) to establish charitable trusts for any particular purposes of the Abbey, to act as trustees of any such special charitable trust whether established by the Abbey

or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Abbey and may be conducive to its objects;

- (30) to establish and support or aid in the establishment and support of any charitable companies, associations or institutions in any way connected with the purposes of the Abbey or calculated to further its objects;
- (31) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects of the Abbey or similar charitable purposes and to exchange information and advice with them;
- (32) to amalgamate with, acquire the assets of or in any other way to merge with any organisation which is charitable at law and has objects altogether or mainly similar to those for the Abbey;
- (33) either alone or jointly with others, to establish and control one or more companies to assist or act as agents for the Abbey;
- (34) to pay out of the funds of the Abbey the costs, charges and expenses of and incidental to the formation and registration of the Abbey;
- (35) to do all such other lawful things as shall further the attainment of the objects of the Abbey or any of them.

#### **APPLICATION OF INCOME AND PROPERTY**

11. The income and property of the Abbey shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members of the Abbey and no Trustee shall be appointed to any office of the Abbey paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Abbey: Provided that nothing in this document shall prevent any payment in good faith by the Abbey:

- (1) of the usual professional charges for business done by any Trustee which is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Abbey to act in a professional capacity on its behalf Provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
- (2) of reasonable and proper remuneration for any services rendered to the Abbey by any Members, officer or servant who is not a Trustee;
- (3) of interest on money lent by any Member of the Abbey or Trustee at a reasonable and proper rate;



- (4) of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a Member holding not more than 1/100<sup>th</sup> part of the issued capital of that company;
  - (5) of reasonable and proper rent for premises demised or let by any Member of the Abbey or a Trustee;
  - (6) to any Trustee of reasonable out-of-pocket expenses;
  - (7) of reasonable and proper premiums in respect of Trustee Indemnity Insurance, effected in accordance with Article 10(28) above.
12. A Trustee's duty under the Act to avoid a conflict of interest with the Abbey does not apply to any transaction authorised by Article 11(6) or 11(7).

#### **WINDING UP**

13. The liability of the Members is limited.
14. Every Member undertakes to contribute such amount as maybe required (not exceeding £1) to the Abbey's assets if it should be wound up while he or she is a Member or within one year afterwards, for payment of the Abbey's debts and liabilities contracted before he or she 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.
15. If the Abbey is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any money or property it shall not be paid to or distributed among the Members of the Abbey, but shall be given or transferred to some other charity or charities having objects similar to or including the objects of the Abbey; and which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Abbey by Article 11 above, chosen by the Members at or before the time of dissolution and if that cannot be done then to some other charitable object.

#### **MEMBERSHIP OF THE COMPANY**

16. The number of Members with which the Abbey proposes to be registered is unlimited.
17. The Members shall be the subscribers to the Memorandum and such other persons as shall from time to time be members of the Chapter.
18. Membership shall not be transferable, and a Member shall cease to be a Member on ceasing to be a member of the Chapter or on death.

#### **MEETINGS OF THE MEMBERS**

19. Meetings of the Members shall be designated either as Chapter Meetings or as General Meetings.

20. Chapter Meetings shall deal with matters relating to Worth as a monastic community and shall be subject to the Constitutions in relation to frequency, notice, proceedings, business to be transacted and voting.
21. Meetings of the Members dealing with the business of the Abbey as a charity shall be General Meetings and shall be convened and regulated by Articles 22 to 56 below.

### **GENERAL MEETINGS**

22. The Abbot may call general meetings of the Members at any time and such a meeting shall be held in accordance with the Act. On the requisition of Members in accordance with the provisions of the Act, the Abbot shall within 21 days from the date of the deposit of the requisition convene a General Meeting for a date not later than eight weeks after the deposit of the requisition.
23. If there are not within the United Kingdom sufficient Trustees to convene a General Meeting, any Trustee or any Member may convene a General Meeting.

### **NOTICE OF GENERAL MEETINGS**

24. General Meetings shall be called by at least 14 clear days' notice but a General Meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at such meeting, being a majority together holding not less than 95 percent of the total voting rights at that meeting of all the Members.
25. The notice shall specify the time and place of the meeting (and, if applicable, the arrangements for accessing the meeting Virtually) and the general nature of the business to be transacted. The notice shall be given to all Members, Trustees and the Auditors.

### **PROCEEDINGS AT GENERAL MEETINGS**

26. Members are entitled to attend General Meetings in person (which may be physically or, where applicable, Virtually) or, subject to compliance with Articles 51 to 54, by proxy.
27. A Member is able to exercise the right to vote at a general meeting when that Member is able to vote, during the meeting, on resolutions put to the vote at the meeting.
28. 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.
29. No business shall be transacted at any General Meeting unless a quorum is present. A quorum is two Members present in person (physically or, where applicable, Virtually) or by proxy.
30. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.

31. The Abbot shall preside as chairman of the meeting, but if the Abbot is not present within 14 minutes after the time appointed for holding the meeting, the Trustees present shall elect one of their number to be chairman and, if there is only one Trustee present and willing to act, he shall be chairman.
32. The chairman of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
33. A resolution put to the vote of a meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded by the Abbot or any other Member.
34. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
35. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman of the meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
36. A poll shall be taken as the chairman of the meeting directs and he may appoint scrutineers (who shall be Members) and fix a time and place for declaring the results of the poll. The results of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
37. A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the results of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
38. In the case of an equality of votes, whether on a show of hands or on a poll, neither the Abbot nor any other person chairing the meeting shall be entitled to a casting vote in addition to any other vote he may have.

## **WRITTEN RESOLUTIONS**

39. Subject to Article 42, a written resolution of the Members passed in accordance with the provisions of Articles 39 to 48 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
- (1) as an ordinary resolution if it is passed by a simple majority of the eligible Members; or
  - (2) as a Special Resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.
40. Where a resolution is proposed as a written resolution of the Abbey, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
41. Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a Special Resolution, shall be passed as an ordinary resolution.
42. A Members' resolution under the Act removing a Trustee or an auditor before the expiration of their term of office may not be passed as a written resolution.
43. 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.
44. A Member signifies their agreement to a proposed written resolution when the Abbey receives from them (or from someone acting on their behalf) 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:
- (1) if the document is sent to the Abbey in hard copy form, it is authenticated if it bears the signature of the person sending it;
  - (2) if the document is sent to the Abbey in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Abbey or, where no such manner has been specified by the Abbey, if it is accompanied by a statement of the identity of the sender and the Abbey has no reason to doubt the truth of that statement.
45. A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
46. A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
47. Communications in relation to written resolutions shall be sent to the Abbey's auditors in accordance with the Act.

48. The Members may require the Abbey 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.

#### **VOTES OF MEMBERS AT GENERAL MEETINGS**

49. Every Member shall have one vote.
50. No Member shall debate or vote on any matter in which he is personally interested (other than as a Member of the Chapter), without the permission of the majority of the persons present and voting.
51. Any Member shall be entitled to appoint another Member as his proxy to attend and vote (by show of hands or poll) instead of him.
52. The instrument appointing a proxy shall be in the form prescribed by the Trustees.
53. Those holding proxies for absent Members shall present them to the chairman at the beginning of the General Meeting. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.
54. An instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
55. 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 chairman whose decision shall be final and conclusive.
56. A vote given or poll demanded in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or mental disorder of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, mental disorder or revocation of the Member shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used or the poll demanded or (in the case of a poll taken otherwise and on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

#### **THE BOARD OF TRUSTEES**

57. The number of Trustees shall be no more than 12.
58. The Board of Trustees shall comprise:
- (1) *ex officio*, the Abbot;
  - (2) at least four and not more than six Monastic Trustees; and
  - (3) either, at the Abbot's discretion:

- (a) up to five Independent Trustees; or
- (b) one External Trustee and up to four Independent Trustees.

- 59. The Monastic Trustees shall be appointed by the Abbot from amongst the members of the Chapter, following consultation with the Council. The Monastic Trustees may, but need not be, members of the Council.
- 60. The External Trustee (if any) shall be appointed by the Abbot, following consultation with the Council, and shall be a monk from another English Benedictine Congregation monastery. In appointing an External Trustee, the Abbot shall take into account the balance of skills amongst the Board and the areas of expertise and experience which would be of benefit to the proper functioning of the Board.
- 61. The Independent Trustees shall be appointed by the Abbot, following consultation with the Council. An Independent Trustee must:
  - (1) be fully cognisant and supportive of the Roman Catholic Benedictine ethos of Worth Abbey;
  - (2) not be a current or former member of the Chapter;
  - (3) not be, nor have been within the period of two years ending with the date of their proposed appointment as an Independent Trustee, a trustee, governor, director, member or employee of (a) the Abbey, (b) Worth School, or (c) any of their respective subsidiaries;
  - (4) not be a parent or guardian of one or more children who (a) currently study at Worth School, or (b) have studied at Worth School at any time within the period of two years ending with the date of their proposed appointment as an Independent Trustee; and
  - (5) possess such expertise or experience as the Abbot in consultation with the Council determines would assist the Board in discharging its functions effectively.
- 62. Monastic Trustees shall be appointed for such term as the Abbot (in consultation with the Council) deems appropriate, and will be eligible for reappointment on expiry of their original term.
- 63. The External Trustee (if any) and the Independent Trustees shall be appointed for terms of up to three calendar years, and will be eligible for reappointment subject to Article 64.
- 64. No External Trustee or Independent Trustee may serve for more than nine years in total, provided that in exceptional circumstances (where the continued presence of the relevant individual on the Board is required in the Abbey's best interests) the Abbot (in consultation with the Council) may determine to reappoint an External Trustee or Independent Trustee for further terms of office.

65. Except to the extent permitted by Article 11 no Trustee shall take or hold any interest in property belonging to the Abbey or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Abbey is a party, except where such an arrangement is compliant with Articles 85 to 89.
66. A Trustee may not appoint an alternate director / trustee to act on their behalf at meetings of the Trustees.

### **POWERS OF THE TRUSTEES**

67. Subject to the provisions of the Act and the Articles and to any directions given by Special Resolution, the business of the Abbey shall be managed by the Trustees in accordance with the Constitutions. The Trustees may exercise all the powers of the Abbey and do on behalf of the Abbey all such acts as may be exercised and done by the Abbey and are not by statute, by the Articles or by the Constitutions required to be exercised by the Abbot or the Chapter. No alteration to the Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.
68. The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Abbey for such purposes and on such conditions as they determine.
69. Subject to the Constitutions, the Trustees shall have power from time to time to make such regulations as they may deem necessary or expedient or convenient for the proper conduct and management of the Abbey and its affairs; as to prescribing classes of and conditions of membership and the rights and privileges of Members; as to the duties of any officers or servants of the Abbey; as to the conduct of the business of the Abbey by the Trustees or any committee or sub-committee and as to any of the matters of things within the powers or under the control of the Trustees provided that the same shall not be inconsistent with the Articles.
70. Subject to the Constitutions, the Monastic Trustees and / or the Members in General Meeting shall have power to repeal or alter or add to any regulations and the Board of Trustees as a whole shall adopt such means as they think sufficient to bring to the notice of Members all such regulations which shall be binding on Members.

### **DISQUALIFICATION AND REMOVAL OF TRUSTEES**

71. A Trustee shall cease to hold office if they:
- (1) (in the case of the Abbot for the time being) cease to hold office as Abbot;
  - (2) (in the case of the External Trustee (if any) and the Independent Trustees) cease to meet the prerequisites to be an External Trustee or an Independent Trustee, as set out in Article 60 or Article 61 respectively;

- (3) cease to be a Trustee by virtue of any provision in the Act or are disqualified from acting as a Trustee by virtue of the Charities Act (or any statutory re-enactment or modification of that provision) or are otherwise prohibited by law from being a Trustee;
- (4) in the written opinion of a registered medical practitioner who is treating the Trustee, have become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- (5) are removed by ordinary resolution of the Abbey pursuant to the Act at a General Meeting after the meeting has invited the views of the Trustee concerned and considered the matter in light of any such views;
- (6) have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts; or
- (7) resign by written notice to the Abbot, provided that at least three Trustees will remain in office once the resignation takes effect.

#### **PROCEEDINGS OF THE MEETINGS OF THE TRUSTEES**

- 72. Subject to the provisions of the Articles, the Trustees shall meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit.
- 73. Meetings of the Trustees for each calendar year shall be arranged in advance, provided that:
  - (1) any two Trustees may and the Secretary (if any) at the request of two Trustees shall call a meeting of the Trustees; and
  - (2) additional Trustee meetings must be called by at least 7 days clear notice, unless all the Trustees agree, or in the opinion of the Abbot, the urgent circumstances require shorter notice. Where it is not possible to organise a meeting, the procedure for a Trustees Written Resolution as set out in Article 83 will be followed.
- 74. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom.
- 75. Trustees are to take decisions collectively. Decisions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Abbot (if present) shall have a casting vote. Where the Abbot is not present at a meeting, and another chairman is appointed for that meeting pursuant to Article 78, such person shall not have a casting vote.
- 76. The quorum for the transaction of the business at a meeting of the Trustees shall be three, provided that in all cases the Monastic Trustees must form a majority of the total number of Trustees at the relevant meeting.



77. Subject to Article 78, the Abbot shall preside at every meeting of the Trustees at which he is present.
78. If the Abbot is unwilling or unable to attend or preside at a meeting of the Trustees, or is not present within five minutes after the time appointed for such meeting, the Abbot may appoint a Monastic Trustee to be chairman of the meeting. If the Abbot does not appoint an alternative chairman pursuant to this Article 78, the Monastic Trustees may appoint one of their number as an alternative chairman.
79. Trustees and members of any committee may participate in or hold a meeting of the Trustees or any committee (as the case may be) by means of video conference, telephone or similar communications equipment or any suitable electronic means agreed by the Trustees so that all persons participating in the meeting are able to communicate with all other participants. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Trustees or a committee (as the case may be) duly convened and held with such persons physically present. If all the Trustees participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **DELEGATION**

80. Subject to Article 81, the Trustees may delegate any of their powers or the implementation of any of their resolutions to any person or committee provided that:
- (1) in the case of delegation to committees:
    - (a) the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
    - (b) the composition of any such committee shall be entirely at the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
    - (c) the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary from amongst their number;
  - (2) in the case of delegation of day-to-day management of the Abbey to an employee of the Abbey:
    - (a) the delegated power shall be to manage the charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;

- (b) the Trustees will determine and provide to the Abbey employee the extent of such delegation;
    - (c) the Abbey employee must report regularly to the Trustees on the activities undertaken in relation to their delegated powers.
  - (3) all delegations under this Article shall be revocable at any time;
  - (4) the Trustees may make such regulations and impose such terms of conditions and give such mandates as it may from time to time think fit;
  - (5) for the avoidance of doubt, the Trustees may delegate all financial matters to any committee or person and shall be empowered to resolve upon the operation of any bank account according to such mandate as it shall think fit from time to time provided that the signature of at least one Trustee shall be required.
81. The following matters are reserved to the Trustees and may not be delegated pursuant to Article 80:
- (1) setting the Abbey's budget for a financial year;
  - (2) taking significant policy decisions with respect to the Abbey;
  - (3) borrowing money pursuant to the power in Article 10(23); and
  - (4) exercising the power in Article 10(32) to amalgamate with, acquire the assets of or in any other way to merge with any organisation.
82. All acts done by a meeting of the Trustees, a person or a committee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or member of the committee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee or a member of the committee (as the case may be) and had been entitled to vote.

#### **WRITTEN RESOLUTIONS**

83. Where a decision needs to be taken or a resolution passed before the next scheduled meeting of the Trustees, efforts should be made to organise an additional Trustees' meeting pursuant to Article 73(2) and Article 74.
84. Where this is not practicable, or where the Trustees collectively, or the Abbot individually, determines that it is appropriate to consider a decision outside of a scheduled meeting, a resolution in writing, agreed by a majority of all the Trustees for the time being (other than any conflicted Trustee who is not eligible to vote) or any members of any committee shall be as valid and effective as if it had been passed at a meeting of the Trustees or (as the case may be) such committee duly convened and held, provided that:

- (1) a copy of the resolution is sent to all the Trustees (whether in hard copy or electronic form), or members of the committee, eligible to vote; and
- (2) a majority of the Trustees, or members of the committee, eligible to vote have signified their agreement to the resolution in an Authenticated Document or Documents (whether in hard copy or electronic form) which are received at the Office within the period of 28 days beginning with the circulation date.

### **CONFLICTS OF INTEREST**

85. Subject to Article 89, a Trustee must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Abbey or in any transaction or arrangement entered into by the Abbey which has not previously been declared.
86. Subject to Articles 12 and 87, in any situation in which it is possible that a conflict will arise between a Trustee's duty to act solely in the interests of the Abbey and any personal interest (including, but not limited to, any personal financial interest) a Trustee (the "Conflicted Trustee") must:
  - (1) absent themselves from any discussions of the Trustees;
  - (2) withdraw from the meeting after providing any information requested by the Trustees;
  - (3) not be counted in the quorum for that part of the meeting; and
  - (4) be absent during the vote and have no vote on the matter.
87. When any Trustee is a Conflicted Trustee, the other Trustees who are not conflicted, if they form a quorum without counting the Conflicted Trustee and provided they are satisfied that it is in the best interests of the Charity to do so, may, by resolution passed in the absence of the Conflicted Trustee, authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:
  - (1) to continue to participate in discussions leading up to the making of a decision and to vote, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit; or
  - (2) to disclose information confidential to the Abbey to a third party; or
  - (3) to take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Trustee or Connected Person of any payment or material benefit.
88. A Conflicted Trustee who obtains (other than through their position as a Trustee) information that is confidential to a third party, shall not be in breach of their duties to the Charity if they declare the conflict in accordance with Article 85 and then withhold such confidential information from the Abbey.

89. Articles 85 and 86 do not apply to the Abbot in relation to any conflict of interest or duty that arises solely as a result of the Abbot also being a charity trustee of the School.

#### **OFFICERS**

90. Subject to the provisions of the Act, to Article 11 and the Constitutions, the Trustees:
- (1) may appoint or engage a Secretary and may appoint an assistant or deputy Secretary;
  - (2) may appoint one or more of their number to any other unremunerated non-executive office under the Abbey
- and any such appointment or engagement may be made for the purpose of discharging such duties and upon such terms as the Trustees determine and the Board may dismiss any officer or servant so appointed or engaged.
91. Any appointment of a Trustee to an unremunerated non-executive office of the Abbey shall terminate if they cease to be a Trustee.
92. The Abbot shall appoint a person to the office of Cellarer under the Constitutions.

#### **MINUTES**

93. The Trustees shall keep minutes in books kept for the purpose:
- (1) of all appointments of officers made by the Trustees; and
  - (2) of all proceedings at General Meetings of the Abbey and of the Trustees and of committees and sub-committees of the Trustees including the names of those present at each such meeting.

#### **THE SEAL**

94. The seal shall only be used by the authority of the Trustees or of a committee of the Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by at least one Trustee or the Secretary (if any) in either case in the presence of a witness who attests the signature.

#### **BANK ACCOUNTS**

95. Any bank account in which any part of the assets of the Abbey is deposited shall indicate the name of the Abbey. The arrangements for the signing of cheques and orders of the payment of money shall be such that the Trustees shall from time to time approve in writing.

#### **ACCOUNTS**

96. Accounting records sufficient to show and explain the transactions and assets and liabilities of the Abbey and otherwise complying with the Act shall be kept at the Office or such other place within the United Kingdom as the Trustees think fit.

97. Subject to the requirements of the Act, the Abbey may at a General meeting impose reasonable restrictions as to the time and manner at and in which the books and accounts of the Abbey may be inspected by Members and subject to those restrictions the books and accounts shall be opened to inspection by Members at all reasonable times during usual business hours.

#### **AUDIT**

98. Auditors shall be appointed and their duties regulated in accordance with the Act, the Charities Act and Constitution.

#### **ANNUAL REPORT AND ANNUAL RETURN**

99. The Trustees shall comply with their obligations under the Charities Act (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and an annual return and their transmission to the Charity Commission for England and Wales.

#### **NOTICES**

100. Any notice to be given to or by any person pursuant to the Articles shall be in writing or by electronic means except that a notice calling a meeting of the Trustees need not be in writing.
101. The Abbey may give any notice to a Member either personally or by leaving it at his address or by sending it by electronic mail to an address notified by the Member in writing. A Member whose registered address is not within the United Kingdom and who gives to the Abbey an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Abbey.
102. A Member present in person at any meeting of the Abbey shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
103. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given 48 hours after the envelope containing it was posted. A notice sent by electronic mail is treated as being delivered at the time it was sent.
104. The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by a person entitled to receive a notice shall not invalidate the proceedings of that meeting.

#### **INDEMNITY**

105. Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled every Trustee or other officer or auditor of the Abbey shall be indemnified out of the assets of the Abbey against 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 in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Abbey, and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

106. The Trustees shall have power to resolve pursuant to Article 10(28) to effect Indemnity Insurance notwithstanding their interest in such policy.

– ENDS –