

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

- of -

FUTURE OF RUSSIA FOUNDATION

("the Company")

SATURDAY



A30

\*A21U3JC1\*

09/02/2013

COMPANIES HOUSE

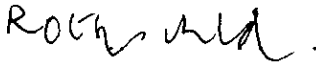
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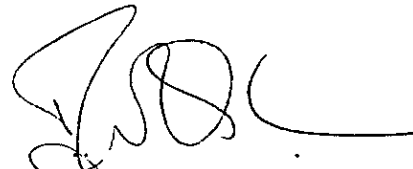
Passed on the 28<sup>th</sup> day of JANUARY 2013

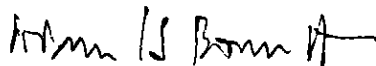
The members of the Company pass the following resolution as a written resolution to have effect as if passed by the Company in General Meeting pursuant to section 288 of the Companies Act 2006 and in accordance with the Company's Articles of Association

Special Resolution

IT IS HEREBY RESOLVED THAT the revised Articles of Association, contained in the document attached to this resolution, be approved and adopted as the new Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company

  
Lord Rothschild OM GBE

  
Timothy William Osborne



For and on behalf of S J P Trust Corporation Limited

Statement

Set out above is a written resolution which it is proposed should be passed by the members of the Company in accordance with Part 13 of the Companies Act 2006 The resolution is proposed to be passed as a special resolution

If you wish to signify your agreement to the resolution you must do so by sending to the Company a document which identifies the resolution to which it relates and indicates your agreement to that resolution The easiest way to do this is to sign, date and return this document Your agreement, once signified, may not be revoked

**THE COMPANIES ACTS 1985 TO 2006**

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**COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

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**ARTICLES OF ASSOCIATION**

**OF**

**FUTURE OF RUSSIA FOUNDATION**

As amended by Special Resolutions dated 9 September 2002,  
18 September 2002, 7 December 2004, 9 November 2005  
and 28 January 2013

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**1. NAME**

The name of the Company is **Future of Russia Foundation (“the Charity”)**

**2. REGISTERED OFFICE**

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

**3. OBJECTS**

The Charity's objects (“**the Objects**”) are

- (1) the advancement of the education of children and young people in Russia and other countries of Eastern Europe,
- (2) the advancement of the education of the public in the history, arts, music and language of Russia and other countries of Eastern Europe, and
- (3) to promote such other purposes for the benefit of the public throughout the world as are now or may hereafter be deemed by English law to be charitable

**4. POWERS**

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

- 4 1 To promote or carry out research
- 4 2 To provide advice

- 4.3 To publish or distribute information
- 4 4 To co-operate with other bodies
- 4 5 To support, administer or set up other charities
- 4 6 To raise funds and to invite and receive contributions, provided that in raising funds the Charity shall not undertake any substantial permanent trading activities
- 4 7 To borrow money and to mortgage all or any part of the Charity's property, as security for repayment of the money borrowed, subject to complying with the restrictions imposed by the Charities Acts
- 4 8 To acquire, take on lease or in exchange, to maintain, alter, improve, equip for use and (subject to such consents as may be required by law) to charge or otherwise dispose of property of any kind
- 4 9 To sell, lease or otherwise dispose of, all or any part of the Charity's property, subject to complying with the restrictions on disposals imposed by the Charities Acts
- 4 10 To make grants or loans of money and to give guarantees
- 4 11 To set aside funds for special purposes or as reserves against future expenditure
- 4 12 To deposit or invest the funds of the Charity in any manner authorised for the investment of charity funds (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 4 13 To delegate the management of investments to a financial expert, but only on terms that
  - 4 13 1 the investment policy is set down in writing for the financial expert by the Trustees,
  - 4 13 2 every transaction is reported promptly to the Trustees,
  - 4 13 3 the performance of the investments is reviewed regularly with the Trustees,
  - 4 13.4 the Trustees are entitled to cancel the delegation arrangement at any time,
  - 4 13 5 the investment policy and the delegation arrangement are reviewed with the Trustees at least once a Year,
  - 4 13 6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt,
  - 4 13 7 the financial expert must not do anything outside the powers of the Trustees

- 4 14 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 England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4 15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4 16 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty.
- 4 17 Subject to Article 8, to employ paid or unpaid agents, staff or advisers, who shall not be the Trustees, as are necessary for the proper furtherance of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to agents, staff or advisers and their dependants.
- 4 18 To enter into contracts to provide services to or on behalf of other bodies
- 4 19 To establish subsidiary companies to assist or act as agents for the Charity
- 4 20 To enter into any arrangement and co-operate with any governments or authorities (supreme, federal, municipal, local or otherwise) or any corporations, companies or persons that may seem conducive to the Charity's objects or any of them, and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Charity may think desirable for the achievement of its objects and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions
- 4 21 To provide advice and information to the public, educational establishments, government departments, local government and other public, voluntary and charitable bodies in furtherance of the Charity's objects or any one of them.
- 4 22 To pay the costs of forming the Charity
- 4 23 To exercise any other lawful powers as are necessary for the achievement of the Objects

## **5. THE TRUSTEES**

- 5 1 The Trustees as charity trustees have the general control and management of the administration of the Charity
- 5 2 The number of Trustees shall be not less than two At least one Trustee must be a natural person
- 5 3 Any person who is willing to act as a Trustee of the Charity and is permitted to be so appointed by the law and the Articles, may be appointed to be a Trustee:

- 5 3 1 by ordinary resolution, or
- 5 3 2 by a decision of the Trustees
- 5 4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees
- 5.5 Subject to termination under Article 5 7, Trustees shall hold office for a period of four years.
- 5 6 Any retiring Trustee who remains qualified may be re-appointed
- 5 7 A Trustee's term of office automatically terminates if he or she
  - 5 7 1 is disqualified under the Charities Acts from acting as a charity trustee,
  - 5 7 2 is incapable, whether mentally or physically, of managing his or her own affairs,
  - 5 7 3 is absent from three consecutive meetings of the Trustees,
  - 5 7 4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office), or
  - 5 7.5 is removed by ordinary resolution at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
- 5 8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **6. PROCEEDINGS OF TRUSTEES**

- 6 1 The Trustees must hold at least two meetings of the Trustees each year
- 6 2 The quorum for a meeting of Trustees is two Trustees or such other number as the Trustees may from time to time decide, save that if and for so long as any Trustee is disqualified from forming part of the quorum pursuant to Article 8.4 a quorum shall be one Trustee
- 6 3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 6 4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting of the Trustees
- 6.5 Every issue may be determined by a simple majority of the votes cast at a meeting of the Trustees but a resolution in writing circulated to all the Trustees and signed by a simple majority of them is as valid as a resolution passed at a meeting of the Trustees

(and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).

- 6 6 Except for the chairman of the meeting of the Trustees, who has a second or casting vote, every Trustee has one vote on each issue
- 6 7 A Trustee must avoid a situation in which he has an interest or duty that conflicts or possibly may conflict with the interests of the Charity This duty is not infringed if
  - 6 7 1 the situation cannot reasonably be regarded as likely to give rise to a conflict of interest,
  - 6 7 2 the situation is authorised by the Trustees in accordance with Article 6 8, or
  - 6 7 3 the situation relates to the purchase of trustee indemnity insurance in accordance with Article 4 16
- 6 8 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that
  - 6 8 1 the procedure in Article 8 4 is followed,
  - 6 8 2 authorisation will not result in any direct or indirect material benefit being conferred on any Trustee or any person connected to a Trustee that would not be permitted by Article 8, and
  - 6 8 3 the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances
- 6.9 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Trustees

## **7. POWERS OF TRUSTEES**

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

- 7 1 to appoint (and remove) any person or organisation (who may be a Trustee) to act as Secretary to the Charity in accordance with the Companies Acts,
- 7 2 to appoint a Chairman and other honorary officers from among their number,
- 7 3 to confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity,
- 7 4 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least a chairman of every such committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees),
- 7 5 to make Standing Orders consistent with these Articles and the Companies Acts to govern proceedings at general meetings;

- 7 6 to make Rules consistent with these Articles and the Companies Acts to govern proceedings at their meetings and at meetings of committees,
- 7 7 to make Regulations consistent with these Articles and the Companies Acts to govern the administration of the charity and the use of its seal (if any),
- 7 8 to establish procedures to assist the resolution of disputes within the Charity,
- 7 9 to exercise any powers of the Charity which are not reserved to a general meeting

## **8. BENEFITS TO MEMBERS AND TRUSTEES**

- 8 1 The property and funds of the Charity 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 Charity, and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity, but
  - 8 1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied,
  - 8 1 2 members and Trustees may be paid interest at a reasonable rate on money lent to the Charity,
  - 8.1.3 members and Trustees may be paid a reasonable rent or hiring fee for property let or hired to the Charity,
  - 8 1 4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity
- 8 2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
  - 8.2 1 as mentioned in Articles 4 16, 8 1 2, 8 1 3 or 8 3,
  - 8 2 2 reimbursement of reasonable out of pocket expenses (including hotel and travel costs) actually incurred in running the Charity,
  - 8 2 3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings),
  - 8 2 4 payment to any company in which a Trustee has no more than a 1 per cent shareholding,
  - 8 2 5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)

8 3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if

8 3 1 the goods or services are actually required by the Charity,

8 3 2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 8 4,

8 3 3 no more than one half of the Trustees are subject to such a contract in any financial year

8 4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must

8 4 1 declare an interest at or before discussion begins on the matter;

8 4 2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information,

8 4 3 not to be counted in the quorum for that part of the meeting,

8 4 4 withdraw during the vote and have no vote on the matter

8 5 This Article may not be amended without the prior written consent of the Commission

## **9. MEMBERSHIP**

9 1 The Charity must maintain a register of members in accordance with the Companies Acts

9 2 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who

9 2 1 applies to the Charity in the form required by the Trustees,

9 2 2 is approved by the Trustees of the Charity, and

9 2 3 signs the Register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative

9 3 The Trustees for the time being may be the members of the Charity

9 4 Membership is terminated if the member concerned

9 4 1 gives written notice of resignation to the Charity,



- 9 4 2 dies or (in the case of an organisation) ceases to exist,
- 9 4 3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due), or
- 9.4 4 is removed from membership by decision of the members at their general meeting on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)

9 5 Membership of the Charity is not transferable

## **10. GENERAL MEETINGS**

- 10 1 Members are entitled to attend general meetings either personally or by proxy or (in the case of a member organisation) by an authorised representative General meetings are called on at least 14 days written notice specifying the time and place of the general meeting and the general nature of the business to be discussed
- 10 2 There is a quorum at a general meeting if the number of members or authorised representatives present in person or by proxy is at least one or one half of the members (if greater)
- 10 3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 10 4 A general meeting may be called at any time by the Trustees
- 10 5 A general meeting may be called on a written request to the Trustees from at least 5% of the members
- 10 6 On receipt of a written request made pursuant to Article 10 5, the Trustees must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting

## **11. APPOINTMENT OF PROXIES**

- 11 1 A proxy need not be a member of the Charity.
- 11 2 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve) -

I/We \_\_\_\_\_, of \_\_\_\_\_, being a member/members of the above-named Charity, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, or failing him, \_\_\_\_\_, of \_\_\_\_\_, as my/our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of [the Foundation] to be held on 20[ ], and at any adjournment thereof

Signed on \_\_\_\_\_ 20[ ]

- 11 3 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve)

[\_\_\_\_\_]

I/We \_\_\_\_\_, of \_\_\_\_\_, being a member/members of the above-named Charity, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, or failing him, \_\_\_\_\_ of \_\_\_\_\_, as my/our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of [the Foundation] to be held on \_\_\_\_\_ 20[ ], 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

Resolution No 2 \*for \*against

\*Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20[ ]

- 11 4 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may

11 4 1 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 before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

11 4 2 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 the time appointed for the taking of the poll, or

11 4 3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman or to the Secretary or to any Trustee,

and an appointment of a proxy which is not deposited, delivered or received in a manner so permitted shall be invalid

## **12. VOTING AT GENERAL MEETINGS**

- 12 1 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast
- 12.2 Subject to this Article 12, except for the Chairman of the meeting, who has a second or casting vote, every member present in person by proxy or through an authorised representative has one vote on each issue
- 12 3 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 Companies Acts, a poll may be demanded
- 12 3 1 by the Chairman, or
- 12 3 2 by at least two members having the right to vote at the meeting, or
- 12 3 3 by a person representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting
- 12 4 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, which minutes shall be approved by the members at the following general 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
- 12 5 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made
- 12 6 A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 12 7 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall have a casting vote
- 12 8 A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made

- 12 9 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 12 10 On a show of hands every member present shall have one vote. A person who has been appointed as proxy for more than one member has only one vote on a show of hands. On a poll every member present or by proxy shall have one vote.
- 12 11 No objection shall be raised to the qualification of any vote 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.
- 12 12 A vote given or poll demanded by proxy or by the duly authorised representative of a member shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at the office or at such other place at which the instrument of proxy was duly deposited or where the appointment of a proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

### **13. WRITTEN RESOLUTIONS OF THE MEMBERS**

- 13 1 Subject to Article 13 2, a written resolution signed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting is as valid as a resolution actually passed at a general meeting provided that a copy of the proposed resolution has been sent to every eligible member and a simple majority (or in the case of a special resolution by a majority of not less than 75%) of members has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A written resolution may comprise several copies to which one or members have signified their agreement. In the case of a member that is an organisation, its authorised representative may signify agreement.
- 13 2 The following may not be passed as a written resolution
- 13 2 1 a resolution to remove a Trustee before his period of office expires, and
- 13 2 2 a resolution to remove an auditor before his period of office expires.

### **14. RECORDS & ACCOUNTS**

- 14 1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Acts as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

- 14 1 1 annual reports,
- 14 1 2 annual returns;
- 14 1 3 annual statements of accounts
- 14 2 The Trustees must keep proper records of
  - 14 2 1 all resolutions of members passed otherwise than at a general meeting;
  - 14 2 2 all proceedings at general meetings,
  - 14 2 3 all proceedings at meetings of the Trustees including the names of the Trustees present at each such meeting,
  - 14 2 4 all reports of committees; and
  - 14 2 5 all professional advice obtained
- 14 3 Accounting records relating to the Charity must be made available for inspection by any member or Trustee at any reasonable time during normal office hours
- 14 4 A copy of the Charity's latest available statement of account must be supplied on request to any member or Trustee, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months

## **15. SEAL**

The seal (if any) shall only be used by the authority of the Trustees or of a committee of 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 a Trustee and by the Secretary or by a second Trustee

## **16. BANK ACCOUNT**

Any bank account in which any part of the assets of the Charity is deposited shall be operated by, and all transfers therefrom authorised by, all the Trustees provided that all cheques and orders for the payment of money shall be signed either by all the Trustees or by at least one Trustee together with such person or persons as all the Trustees may designate in writing as having authority to administer such account

## **17. NOTICES**

- 17 1 The Charity may validly send or supply any document (including any notice) or information to a member
  - 17 1 1 by delivering it by hand to the address recorded for the member in the register of members,

17 1 2 by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the member in the register of members,

17 1 3 by fax to a fax number notified by the member in writing,

17 1 4 by electronic mail to an email address notified by the member in writing, or

17 1 5 by means of a website the address of which has been notified to the member in writing,

in accordance with the provisions of the Companies Acts

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

17 2 1 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address,

17 2 2 two clear days after being sent by first class post to the relevant address,

17 2 3 three clear days after being sent by second class or overseas post to the relevant address,

17 2 4 on the date on which the notice was posted on a website (or, if later, the date on which the member was notified of the posting on the website),

17 2 5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally, or if earlier

17 2 6 as soon as the member acknowledges actual receipt.

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

17.4 Members may validly send any notice or document to the Charity

17 4 1 by post to

(a) the Charity's registered office, or

(b) any other address specified by the Charity for such purposes;

17.4 2 to any fax number or email address provided by the Charity for such purposes

## **18. LIMITED LIABILITY**

The liability of members is limited

## 19. GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

## 20. DISSOLUTION

20 1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

20 1 1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,

20 1 2 directly for the Objects or charitable purposes within or similar to the Objects,

20 1 3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

20 2 A final report and statement of account must be sent to the Commission

## 21. INTERPRETATION

In these Articles

21 1 **“these Articles”** means these articles of association,

**“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 Charity (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement),

**“authorised representative”** means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Charity,

**“Chairman”** means the chairman of the meetings of the Trustees,

**“Charities Acts”** means the Charities Acts 1992 to 2011,

**“the Charity”** means the company governed by these Articles,

**“charity trustee”** has the meaning prescribed by section 177 of the Charities Act 2011;

**“clear day”** means 24 hours from midnight following the relevant event,

**“the Commission”** means the Charity Commission for England and Wales,

**“Companies Acts”** means the Companies Acts 1985 to 2006;

**“financial expert”** means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000,

**“material benefit”** means a benefit which may not be financial but has a monetary value,

**“member”** and **“membership”** refer to membership of the Charity;

**“month”** means calendar month,

**“the Objects”** means the Objects of the Charity as defined in Article 3,

**“ordinary resolution”** means a resolution of the members that is passed by a simple majority,

**“person connected to a Trustee”** means

- (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee,
- (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a),
- (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b),
- (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together),
- (e) a body corporate in which a Trustee or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest),

**“Secretary”** means the Secretary of the Charity,

**“special resolution”** means a resolution of the members that is passed by a majority of 75% or more,

**“Trustee”** means a director of the Charity and ‘Trustees’ means all of the directors,

**“written”** or **“in writing”** refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail,

**“year”** means calendar year

21 2 Except where the context requires otherwise, expressions defined in the Companies Acts have the same meaning in the Articles

21 3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it



- 21 4 The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity