

Company number: 04573564

Companies Acts 1985 to 2006

Certificate of passing of special resolution of

The Public Catalogue Foundation (the "Charity")

The following resolution was duly passed as a special resolution on 5th July 2017 by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006:

The Trustees of the Charity propose that the following resolution is passed as a special resolution:

1. THAT the Charity's Articles of Association be amended by the adoption of the Articles of Association attached to this resolution in substitution for, and to the exclusion of, the Charity's existing Articles of Association;

IT BEING NOTED THAT the Trustees in office on the Circulation Date shall, on the adoption of the Articles of Association attached to this resolution, be deemed to be in their first term of office for the purposes of Article 26 (as amended), and the following transitional arrangements shall apply to those Trustees:

Trustee	Annual Retirement Meeting at which the Trustee's first term of office shall be deemed to end
Charles Gregson	2017
Graham Southern	2017
Alexander Morrison	2018
Marc Sands	2018
David Ekserdjian	2018
George Entwistle	2019
Robert Lisney	2019
Patrick Brill	2020
Bridget McConnell	2020
Clare Lilley	2021
Kimberley Streets	2021
Monisha Shah	2021

Signed: McConnell

Secretary

Date: 6. July 17

TUESDAY



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COMPANIES HOUSE

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

The Public Catalogue Foundation

Company No: 04573564

DRAFT: 15 February 2017



Bates Wells Braithwaite

10 Queen Street Place, London EC4R 1BE
www.bwbllp.com

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

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The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of The Public Catalogue Foundation

Company No: 04573564

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the Charity (the "**Objects**") are:

- 2.1 To research, publish and distribute information in relation to, and to promote, publish and provide catalogues of paintings, sculptures and other works of art, including associating with museums, art galleries and organisations affiliated with art, in a common effort to advance and promote arts and education generally;
- 2.2 To encourage, assist, arrange and provide support for the restoration of paintings, sculptures and works of art held or owned by museums, art galleries and other bodies and organisations making works of art available to the public and to cooperate with, assist and support such museums, art galleries and other bodies in connection with the same;
- 2.3 To promote, maintain, improve and advance works of art and the arts in general for the benefit of the public, including the arts of painting, drawing, sculpture, photography and design and to promote, maintain and advance public education and appreciation of, and public interest in, the arts generally;
- 2.4 To promote the efficiency and effectiveness of charities, including without limitation charitable museums, art galleries and other charitable organisations making works of art available to the public and the effective use of charitable resources in the arts sector; and
- 2.5 To carry out such other charitable objects which the trustees may consider to be ancillary or complimentary to any of the foregoing objects or which may be undertaken in connection or conjunction therewith or which are incidental or conducive to the attainment of any of the foregoing.

3. Powers

- 3.1 To further its Objects the Charity may:
 - 3.1.1 establish and maintain an online catalogue of artworks;

- 3.1.2 provide and assist in the provision of money, materials or other help;
- 3.1.3 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.1.4 publish and distribute books, catalogues, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.1.5 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.1.6 provide or procure the provision of counselling and guidance;
- 3.1.7 provide or procure the provision of advice;
- 3.1.8 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.1.9 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.10 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.1.11 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);
- 3.1.12 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.1.13 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.14 invest the Charity's money not immediately required for its Objects in or upon any investments, securities, or property;
- 3.1.15 *arrange for investments or other property of the Charity to be held in the name of a nominee or nominees and pay any reasonable fee required;*
- 3.1.16 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.17 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.18 accept (or disclaim) gifts of money and any other property;

- 3.1.19 raise funds by way of subscription, donation or otherwise;
- 3.1.20 trade in the course of carrying out the Objects and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.21 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.22 subject to Article 4 (Limitation on private benefits):
 - (a) engage and pay employees, consultants and professional or other advisers; and
 - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.1.23 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.1.24 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Objects);
- 3.1.25 undertake and execute charitable trusts;
- 3.1.26 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Charity, including (without limitation) by creating permanent endowment;
- 3.1.27 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.28 co-operate and enter into arrangements with charities, voluntary bodies, statutory and other authorities national, local or otherwise and other bodies and exchange information and advice with them;
- 3.1.29 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.1.30 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.1.31 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Charity); and
- 3.1.32 do all such other lawful things as may further the Objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The income and property of the Charity shall be applied solely towards the promotion of its Objects.

Permitted benefits to members, Trustees and Connected persons

- 4.2 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Charity unless the payment is permitted by Articles 4.3, 4.4 or 4.5.
- 4.3 No Trustee may:
- 4.3.1 sell goods, services or any interest in land to the Charity;
 - 4.3.2 be employed by, or receive any remuneration from, the Charity; or
 - 4.3.3 receive any other financial benefit from the Charity;
- unless the payment is permitted by Articles 4.4 or 4.5 or authorised by the court or the Charity Commission.
- 4.4 A Trustee may receive the following benefits from the Charity:
- 4.4.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the Charity in his, her or its capacity as a beneficiary of the Charity;
 - 4.4.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by the Charity for, or may pay out of the Charity's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Charity;
 - 4.4.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that this provision and Article 4.5.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
 - 4.4.4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Charity;
 - 4.4.5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Charity;
 - 4.4.6 the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.31; and
 - 4.4.7 a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 6;
- provided that where benefits are conferred under Article 4.4, Article 20.5 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

Subsidiary Companies

- 4.5 A Trustee may receive the following benefits from any Subsidiary Company:
- 4.5.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Charity or of any Subsidiary Company;
- 4.5.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;
- 4.5.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the approval of the Trustees, (excluding, in the case of a Trustee, services performed under a contract of employment with any Subsidiary Company) provided that this provision and Article 4.4.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
- 4.5.4 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
- 4.5.5 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;
- 4.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
- 4.5.7 a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Trustee may not take part in any decision of the Trustees to approve a specific benefit to that Trustee or a person Connected to them under Articles 4.5.4, 4.5.5 or 4.5.6.

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- 4.6 If the Charity is registered with the Office of the Scottish Charity Regulator the additional requirements under section 67 of the Charities and Trustees Investment (Scotland) Act 2005 must be complied with.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

- 5.1 The liability of each member is limited to £10, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:

- 5.1.1 payment of the Charity's debts and liabilities contracted before he or she ceases to be a member;
- 5.1.2 payment of the costs, charges and expenses of winding up; and
- 5.1.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7. Trustees' general authority

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

8. Chair

- 8.1 The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may, subject to Article 8.3, at any time remove him or her from that office.
- 8.2 The Trustees may appoint one of their number to be the Vice Chair of the Trustees for such term of office as they may determine and may, subject to Article 8.3, at any time remove him or her from that office.
- 8.3 A decision of the Trustees to remove the Chair or Vice Chair from that office shall only be effective if it is passed by not less than 75% of Trustees present and voting at a meeting, provided that the Chair or Vice Chair (as applicable) whose removal is the subject of the decision shall not count in the quorum or participate in the decision. For the avoidance of doubt, a decision of the Trustees to remove the Chair or Vice Chair of Trustees may not be taken otherwise than at a meeting.
- 8.4 A Chair or Vice Chair removed in accordance with this Article 8 shall not by virtue of that removal automatically cease to be a Trustee.

9. Trustees may delegate

- 9.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.
- 9.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.

- 9.3 Any delegation by the Trustees may be:
- 9.3.1 by such means;
- 9.3.2 to such an extent;
- 9.3.3 in relation to such matters or territories; and
- 9.3.4 on such terms and conditions;
- as they think fit.
- 9.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 9.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 9.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.
10. **Committees**
- 10.1 In the case of delegation to committees:
- 10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
- 10.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
- 10.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
- 10.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
- 10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.
11. **Delegation of day to day management powers**
- 11.1 In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:

- 11.1.1 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;
- 11.1.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 11.1.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

12. Delegation of investment management

- 12.1 The Trustees may delegate the management of investments to a Financial Expert or Financial Experts provided that:
 - 12.1.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Trustees;
 - 12.1.2 timely reports of all transactions are provided to the Trustees;
 - 12.1.3 the performance of the investments is reviewed regularly with the Trustees;
 - 12.1.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 12.1.5 the investment policy and the delegation arrangements are reviewed regularly;
 - 12.1.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance; and
 - 12.1.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees.

13. Power to change name of Charity

- 13.1 The Trustees may change the name of the Charity at any time by:
 - 13.1.1 majority decision of at least three-quarters of the Trustees present and voting at a meeting; or
 - 13.1.2 a decision taken in accordance with Article 20.

DECISION-MAKING BY TRUSTEES

14. Trustees to take decisions collectively

- 14.1 Subject to Article 13 any decision of the Trustees must be either:
 - 14.1.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 19); or
 - 14.1.2 a decision taken in accordance with Article 20.

15. Calling a Trustees' meeting

- 15.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 15.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 15.2.1 all the Trustees agree; or
 - 15.2.2 urgent circumstances require shorter notice.
- 15.3 Notice of Trustees' meetings must be given to each Trustee.
- 15.4 Every notice calling a Trustees' meeting must specify:
 - 15.4.1 the place, day and time of the meeting;
 - 15.4.2 the general nature of the business to be considered at such meeting; and
 - 15.4.3 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.
- 15.5 Notice of Trustees' meetings need not be in Writing.
- 15.6 Article 33 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

16. Participation in Trustees' meetings

- 16.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
 - 16.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 16.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 16.3 If all the Trustees participating in a 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.

17. Quorum for Trustees' meetings

- 17.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater.

- 17.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.
18. **Chairing of Trustees' meetings**
- The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.
19. **Casting vote**
- 19.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.
- 19.2 Article 19.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.
20. **Decisions without a meeting**
- 20.1 Subject to Article 20.5, the Trustees may, in the circumstances outlined in this Article, make a majority decision without holding a Trustees' meeting.
- 20.2 If:
- 20.2.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;
- 20.2.2 that Trustee has taken all reasonable steps to make all the other Trustees aware of the matter and the decision;
- 20.2.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
- 20.2.4 a majority of the Trustees vote in favour of a particular decision on that matter;
- a decision of the Trustees may be taken by majority and shall be as valid and effectual as if it had been taken at a Trustees' meeting duly convened and held.
- 20.3 Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this Article:
- 20.3.1 may be in different places, and may participate at different times; and
- 20.3.2 may communicate with each other by any means.
- 20.4
- 20.5 A decision to remove the Chair or Vice Chair from office may not be taken using the procedure set out in this Article 20.

21. **Conflicts of interest**

Declaration of interests

- 21.1 Unless Article 21.2 applies, a Trustee must declare the nature and extent of:
- 21.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and
- 21.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.
- 21.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

- 21.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.
- 21.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
- 21.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:
- (a) any benefit received in his, her or its capacity as a beneficiary of the Charity (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Charity;
 - (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.31;
 - (c) payment under the indemnity set out at Article 6; and
 - (d) reimbursement of expenses in accordance with Article 4.4.2; or
- 21.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;
- in which case he or she must comply with Article 21.5.
- 21.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 21.5, he or she must:

- 21.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
- 21.5.2 not be counted in the quorum for that part of the process; and
- 21.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Charity

- 21.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:
 - 21.6.1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
 - 21.6.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

22. Register of Trustees' interests

The Trustees must ensure a register of Trustees' interests is kept.

23. Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

24. Trustee's discretion to make further rules

Subject to the Articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.

APPOINTMENT AND RETIREMENT OF TRUSTEES

25. Number of Trustees

There shall be at least three and no more than fifteen Trustees.

26. Appointment of Trustees and retirement of Trustees by rotation

Appointment of Trustees

- 26.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee by a decision of the Trustees.

Automatic retirement

- 26.2 Each Trustee shall retire from office at the fourth Annual Retirement Meeting following the commencement of his or her term of office.
- 26.3 The Annual Retirement Meeting shall be the meeting of the Trustees at which the accounts of the Charity are adopted.

Maximum term

- 26.4 Retiring Trustees may be reappointed but, subject to Article 26.5, a Trustee who has served for two consecutive terms of office must take a break and may not be reappointed until the earlier of:
- 26.4.1 the anniversary of the commencement of his or her break from office; and
- 26.4.2 the Annual Retirement Meeting following the Annual Retirement Meeting at which his or her break from office commenced.
- 26.5 The Trustees may decide to waive the requirement for one or more Trustees a particular Trustee to take a break from office under Article 26.4 if in their discretion they consider that special circumstances apply such that it would be in the Charity's interests for the Trustee concerned to serve a further term of office, provided that the Trustee concerned shall not count in the quorum or participate in the decision to waive that requirement.

Minimum age

- 26.6 No person may be appointed as a Trustee unless he or she has reached the age of 18 years.

General

- 26.7 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

27. Disqualification and removal of Trustees

- 27.1 A Trustee shall cease to hold office if:
- 27.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 27.1.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
- 27.1.3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 27.1.4 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);
- 27.1.5 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;

- 27.1.6 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or
- 27.1.7 he or she ceases to be a member of the Charity.

PATRONS

28. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available to members.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

29. Trustees as members

- 29.1 The Trustees from time to time shall be the only members of the Charity.
- 29.2 A Trustee shall become a member on becoming a Trustee. All new Trustees are treated as having agreed to become members of the Charity.
- 29.3 The names of the members of the Charity must be entered in the register of members.

30. Termination of membership

- 30.1 A member shall cease to be a member if he or she ceases to be a Trustee.
- 30.2 Membership is not transferable and shall cease on death.

DECISION-MAKING BY MEMBERS

31. Members' Meetings

- 31.1 The Trustees may call a general meeting of the members at any time.
- 31.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

WRITTEN RESOLUTIONS

32. Written resolutions

General

- 32.1 Subject to this Article 32 a written resolution agreed by:
- 32.1.1 members representing a simple majority; or
- 32.1.2 (in the case of a special resolution) members representing not less than 75%;
- of the total voting rights of eligible members shall be effective.
- 32.2 On a written resolution each member shall have one vote.
- 32.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 32.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

- 32.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 32.6 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 32.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 32.8 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts.

Signifying agreement

- 32.9 A member signifies his or her agreement to a proposed written resolution when the Charity receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
- 32.9.1 identifying the resolution to which it relates; and
- 32.9.2 indicating the member's agreement to the resolution.
- 32.10 For the purposes of Article 32.9:
- 32.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

- 32.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:
- (a) the identity of the sender is confirmed in a manner specified by the Charity; or
 - (b) where no such manner has been specified by the Charity, if the communication 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.
- 32.11 If the Charity gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

33. Communications by the Charity

Methods of communication

- 33.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Charity, including without limitation:
- 33.1.1 in Hard Copy Form;
 - 33.1.2 in Electronic Form; or
 - 33.1.3 by making it available on a website.
- 33.2 Where a Document or information which is required or authorised to be sent or supplied by the Charity under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.
- 33.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

- 33.4 A member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.

- 33.5 Where any Document or information is sent or supplied by the Charity to the members:
- 33.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 33.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 33.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
- (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 33.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

- 33.7 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:
- 33.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so;
- 33.7.2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
- 33.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

- 33.8 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address.
- 33.9 Notices of general meetings need not be sent to a member who does not register an Address with the Charity, or who registers only a postal address outside the United Kingdom, or to a member for whom the Charity does not have a current Address.

34. Communications to the Charity

The provisions of the Companies Acts shall apply to communications to the Charity.

35. Secretary

35.1 A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

35.1.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and

35.1.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

36. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

37. Minutes

37.1 The Trustees must ensure minutes are made:

37.1.1 of all appointments of officers made by the Trustees;

37.1.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

37.1.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

38. Records and accounts

38.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

38.1.1 annual reports;

38.1.2 annual statements of account; and

38.1.3 *annual returns or confirmation statements.*

39. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

WINDING UP

40. Winding up

40.1 At any time before, and in expectation of, the winding up or dissolution of the Charity, the Trustees may resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Charity be applied or transferred in any of the following ways:

40.1.1 directly for the Objects of the Charity; or

40.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:

(a) for purposes similar to the Objects of the Charity; or

(b) for use for particular purposes that fall within the Objects of the Charity.

40.2 In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity under this Article 40.

40.3 If no resolution is passed in accordance with Article 40.1 the net assets of the Charity shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

SCHEDULE

INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	“Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	“Annual Retirement Meeting”	has the meaning given in Article 26.3;
1.3	“Articles”	the Charity’s articles of association;
1.4	“Chair”	has the meaning given in Article 8;
1.5	“Charity”	The Public Catalogue Foundation;
1.6	“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7	“Clear Days”	in relation to the period of a notice, that 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;
1.8	“Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.9	“Connected”	<p>in relation to a Trustee means any person falling within any of the following categories:</p> <ul style="list-style-type: none">(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or(b) the spouse or civil partner of any person in (a); or(c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or(d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than

- 1% of the capital;
- | | | |
|------|---|--|
| 1.10 | “Document” | includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form; |
| 1.11 | “Electronic Form” and “Electronic Means” | have the meanings respectively given to them in Section 1168 of the Companies Act 2006; |
| 1.12 | “Financial Expert” | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000; |
| 1.13 | “Hard Copy” and “Hard Copy Form” | have the meanings respectively given to them in the Companies Act 2006; |
| 1.14 | “Objects” | has the meaning given in Article 2; |
| 1.15 | “Public Holiday” | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered; |
| 1.16 | “Secretary” | the secretary of the Charity (if any); |
| 1.17 | “Subsidiary Company” | any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company; |
| 1.18 | “Trustee” | a director of the Charity, and includes any person occupying the position of director, by whatever name called; and |
| 1.19 | “Writing” | 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. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
 3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity.