

The Companies Act 2006
Banners Gate Counselling Centre
Company Limited by Guarantee 5074677
Adoption of New Articles of Association

At a general meeting of the Company duly convened and held at Banners Gate Counselling Centre on Tuesday 28th November 2017, we the undersigned being all members and Trustees of the Company, duly passed the following resolution as a special resolution.

Special Resolution

THAT the articles of association contained in the document attached to this Resolution are hereby approved and adopted as the new articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association

DATED: 28th November 2017

SIGNED:



R Clackett (Name of 1st Member)
R CLACKETT

G Aldous (Name of 2nd Member)
G. ALDOUS.

[Signature] (Name of 3rd Member)
T Upkon.

A. J Phillipday (Name of 4th Member)

COMPANY NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

BANNERS GATE COUNSELLING CENTRE

PART A. INTRODUCTION

1. INTERPRETATION

1.1. In these Articles:

"the Act"	means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Company and any statutory modification or re-enactment thereof for the time being in force
"the Articles"	means these Articles of Association of the Charity
"the Board"	means the board of Trustees of the Charity and (where appropriate) includes a Committee and the Trustees acting by written resolution
"Board Meeting"	means a meeting of the Board
"Business Day"	means any day other than a Saturday, Sunday, bank holiday or public holiday
"Chair"	means (subject to the context) either the person elected as chair of the Charity under Article 27 or where the chair of the Charity is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
"the Charity"	means the charity intended to be regulated by the Articles
"Charity Commission"	means the Charity Commission for England and Wales
"Clear Days"	in relation to a period of 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
"Committee"	means a committee of the Board exercising powers

	delegated to it by the Board
"Companies House"	means the office of the Registrar of Companies
"General Meeting"	means a meeting of Members
"including"	means "including without limitation" and "include" and "includes" are to be construed accordingly
"Member"	means a member for the time being of the Charity who is admitted under Article 6
"the Memorandum"	means the Memorandum of Association of the Charity
"the Objects"	means the objects of the Charity set out in Article 3
"Observers"	means those persons (other than Trustees) present under Article 29 at a Board Meeting
"Registered Office"	means the registered office of the Charity
"Secretary"	means the secretary of the Charity including a joint, assistant or deputy secretary
"Trustees"	means any trustee of the Charity who is appointed under Article 19
"United Kingdom"	means Great Britain and Northern Ireland
"Working Party"	means a body established by the Board to make recommendations to the Board but without decision-making powers

1.2. In the Articles:

- 1.2.1. terms defined in the Act are to have the same meaning;
- 1.2.2. references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa;
- 1.2.3. references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships;
- 1.2.4. references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;
- 1.2.5. references to articles are to those within the Articles; and
- 1.2.6. headings are not to affect the interpretation of the Articles.

1.3. For the avoidance of doubt the system of law governing the Articles is the law of England and Wales.

1.4. None of the model articles in the Companies (Model Articles) Regulations 2008 applies to the Charity.

2. NAME

The name of the Charity is Banners Gate Counselling Centre.

3. OBJECTS

The Charity's objects ("the Objects") are:

- 3.1.to promote safeguard and protect the mental and physical health and well being of people of all ages through the provision of confidential counselling services to persons having difficulties in their personal lives whether through bereavement, marital difficulties, retirement, redundancies, stress or any other situation which give rise to anxiety and distress
- 3.2.to establish and maintain counselling centres and to promote education and research into all issues relating to coping with personal and family responsibilities with a view to preventing poverty hardship and distress
- 3.3.to promote and provide education and training for those involved in counselling and to advance education of the public in the part that counselling can play to increase the provisions of counselling support to the bereaved and to those who are mentally, physically and socially disabled

4. POWERS

In furtherance of the Objects but not otherwise the Charity may exercise the following powers:

- 4.1.to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments to operate bank accounts in the name of the Charity;
- 4.2.to raise funds and to invite and receive contributions: Provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- 4.3.to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- 4.4.subject to Article 5 below to employ such staff, who shall not be Trustees as are necessary for the proper pursuit of the Objects to make all reasonable and necessary provision for the payment of pensions and superannuation to staff, their dependants;
- 4.5.to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
- 4.6.to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and exchange information and advice with them;
- 4.7.to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
- 4.8.to pay any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) 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 Charity; Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any of them) knew or ought reasonably to have known was a breach of duty or breach of trust or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of duty or breach of trust or not;

4.9.to do all such other lawful things as are necessary for the achievement of the Objects;

5. APPLICATION OF FUNDS

The income and property 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: Provided that nothing in this document shall prevent any payment in good faith by the Charity;

- 5.1.of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his when instructed by the Charity 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;
- 5.2.of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a Trustee;
- 5.3.of interest on money lent by any member of the Charity or Trustee at a reasonable and proper rate *per annum* not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees;
- 5.4.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 1/100th part of the issued capital of that Charity;
- 5.5.of reasonable and proper rent for premises demised or let by any member of the Charity or a trustee;
- 5.6.to any Trustee of reasonable out-of-pocket expenses.

PART B. MEMBERSHIP

6. MEMBERS

The Members are:

6.1.the subscribers to the Memorandum; and

6.2.subject to Article 7.1 and Article 7.2, those persons admitted to membership of the Charity under the Articles.

7. ADMISSION OF MEMBERS

7.1.Upon appointment as a Trustee a person will automatically be admitted as a Member provided that:-

7.1.1. he has signed a written application to become a Member in such form as the Board requires (if any);

7.1.2. he is aged 18 or over; and

7.1.3. he would not immediately cease to be a Member under the Articles.

7.2.Only Trustees can be Members.

7.3.Company membership is personal and not transferable.

8. TERMINATION OF MEMBERSHIP

A person will cease to be a Member:-

8.1.on delivering written notice of resignation to the Registered Office;

8.2.if he ceases to be a Trustee; or

8.3.if he dies.

9. LIABILITY OF MEMBERS

9.1.The liability of the Members is limited.

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

PART C. GENERAL MEETINGS

10. GENERAL MEETINGS

10.1. The Board may call a General Meeting at any time, to be held at such time and place as the Board decides subject to Article 11.

10.2. On receiving a requisition from the percentage of Members required under the Act the Board must promptly convene a General Meeting.

11. NOTICE OF GENERAL MEETINGS

11.1. Every General Meeting must be called by at least 14 Clear Days' notice.

11.2. A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Members at the General Meeting.

11.3. The notice must specify:-

11.3.1. the time, date and place of the General Meeting;

11.3.2. the general nature of the business to be transacted; and

11.3.3. if a special resolution is proposed, the fact that the proposed resolution is a special resolution and the wording of the resolution.

11.4. Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.

11.5. Notice of a General Meeting must be given to all of the Members, the Trustees and the Charity's auditors (if any).

11.6. The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

12. QUORUM

12.1. No business may be transacted at a General Meeting unless a quorum is present.

12.2. The quorum for General Meetings is three or one-half of the Members (whichever is the greater number) for the time being present in person or by proxy.

12.3. A Member may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.

12.4. If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.

12.5. If at the adjourned meeting there are again insufficient Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then the meeting shall be dissolved.

12.6. Reasonable notice of an adjournment of a General Meeting because of a lack of

quorum and the time and place of the adjourned General Meeting must be given to all Members.

13. CHAIR AT GENERAL MEETINGS

13.1. The Chair is to chair General Meetings.

13.2. If the Chair is not present within 15 minutes from the time of the General Meeting the Members present must choose one of their number to chair the General Meeting.

14. ADJOURNMENT OF GENERAL MEETINGS

14.1. The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.

14.2. The Chair may also adjourn a General Meeting if it appears to the Chair that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.

14.3. The only business that may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting that was adjourned.

14.4. It is not necessary to give notice of a General Meeting which is adjourned under Article 14.1 or 14.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.

14.5. Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

15. VOTING AT GENERAL MEETINGS

15.1. Resolutions are to be decided on a show of hands unless a ballot is properly demanded. Subject to the provisions of these Articles or of any statute such a resolution may be passed by a simple majority of the votes cast at a General Meeting including proxy votes.

15.2. Each Member present in person or by proxy has one vote both on a show of hands and a ballot.

15.3. If there is an equality of votes on a show of hands or a ballot the Chair is not entitled to a second or casting vote and resolutions which fail to achieve the required majority will be lost.

15.4. An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.

15.5. A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

16. BALLOTS

16.1. A ballot may be demanded by the Chair or by any two Members before or on the declaration of the result of a show of hands.

- 16.2.A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 16.3.The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.
- 16.4.A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.
- 16.5.A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.
- 16.6.At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

17. PROXIES

- 17.1.A Member may validly appoint a proxy by notice in writing which
- 17.1.1. states the name and address of the member appointing the proxy;
 - 17.1.2. identifies the person appointed to be that member's proxy and the General Meeting in relation to which that person is appointed;
 - 17.1.3. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - 17.1.4. is delivered to the Charity in accordance with the articles and any instructions contained in the notice of the General Meeting to which they relate.
- 17.2.A proxy need not be a Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 38. A proxy may not appoint another proxy.
- 17.3.The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 17.4.A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 17.5.No document appointing a proxy will be valid for more than 12 months.
- 17.6.A vote given or ballot demanded by proxy is to be valid despite:-
- 17.6.1. the revocation of the proxy; or
 - 17.6.2. the death or insanity of the principal
- unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting

at which the proxy is used.

17.7.A proxy form will not be valid for any part of a General Meeting at which the Member who appointed the proxy is present.

18. MEMBERS' WRITTEN RESOLUTIONS

18.1.A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of eligible Members (provided that those Members *would constitute a quorum at a General Meeting*) is as valid as if it had been passed at a General Meeting provided that:

18.1.1. a copy of the proposed resolution has been sent to every eligible Member;

18.1.2. a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members have signified their agreement to the resolution; and

18.1.3. such agreement is contained in an authenticated document that has been received at the Registered Office within the period of 28 days beginning with the circulation date.

18.2.A resolution under Article 18.1 may consist of several documents in similar form each approved by one or more Members.

PART D. TRUSTEES

19. APPOINTMENT OF TRUSTEES

19.1. The minimum number of Trustees is three but there is no maximum.

19.2. Subject to Article 19.3 the Trustees are appointed by the Board.

19.3.

19.3.1. The number of Trustees must always be the same as the number of Members.

19.3.2. On or before the appointment of a person as a Trustees the person must confirm his consent to be appointed as a Trustee in whatever format the Board may require and provide the information necessary to register the person online at Companies House as a Trustee. The appointment of any person as a Trustee, who has not complied with the requirements of this Article 19.3.2 within one month of appointment, is to lapse unless the Board resolves that there is good cause for the delay.

19.3.3. A person may not be appointed as a Trustee:

19.3.3.1. unless he is 18 or over; or

19.3.3.2. if he would immediately cease to hold office under the Articles.

19.4. A Trustee appointed under Article 19.2 shall be appointed for a term of three years after which he may be re-appointed.

19.5. A Trustee may not appoint an alternative Trustee or anyone to act on his behalf at Board Meetings.

20. OBLIGATIONS OF TRUSTEES

20.1. The Board must set out in writing the principal obligations of every Trustee to the Board and to the Charity. The statement of Trustee' obligations is not intended to be exhaustive and the Board may review and amend it from time to time.

20.2. The statement of the obligations of the Trustees to the Charity must include:-

20.2.1. a commitment to its values and objectives including equal opportunities;

20.2.2. an obligation to contribute to and share responsibility for the Board's decisions;

20.2.3. an obligation to read Board papers and to attend meetings, training sessions and other relevant events;

20.2.4. an obligation to declare relevant interests;

20.2.5. an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board;

20.2.6. an obligation to comply with statutory and fiduciary duties, including:-

20.2.6.1. to act in the best interests of the Charity;

20.2.6.2. to declare any interests a Trustee may have in matters to be discussed at Board meetings and not put himself in a position where his personal interest or a duty owed to another conflicts with the duties owed to the Charity;

20.2.6.3. to secure the proper and effective use of the Charity's property;

20.2.6.4. to act personally;

20.2.6.5. to act within the scope of any authority given;

20.2.6.6. to use the proper degree of skill and care when making decisions particularly when investing funds; and

20.2.6.7. to act in accordance with the Articles; and

20.2.7. a reference to obligations under the general law.

20.3. A Trustee must sign and deliver to the Board a statement confirming he will meet his obligations to the Board and to the Charity within one month of his appointment.

21. RETIREMENT AND REMOVAL OF TRUSTEES

21.1. A Trustee will cease to hold office if he:-

21.1.1. dies;

21.1.2. ceases to be a director under the Act or is prohibited by law from being a director or is disqualified from acting as a charity trustee under the Charities Act 2011;

21.1.3. in the reasonable opinion of the Board, becomes incapable of fulfilling his duties and responsibilities as a Trustee because of illness or injury and the Board resolves that he be removed as a Trustee;

21.1.4. is declared bankrupt or makes any arrangement or composition with his creditors;

21.1.5. is in the opinion of the Board guilty of conduct detrimental to the interests of the Charity and the Board resolves by a 66% majority of the Trustees present and voting at a properly convened Board Meeting that he should be removed provided that the Trustee concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Trustee;

21.1.6. resigns by written notice to the Charity at the Registered Office;

21.1.7. is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 66% majority of the Trustees present and voting at a properly convened Board Meeting) that he should cease to be a Trustee;

21.1.8. fails to sign a statement of his obligations under Article 20 within one month of his appointment and the Board resolves that he be removed;

21.1.9. reaches the end of his term of office and is not re-appointed; or

21.1.10. ceases to be a Member.

22. CONFLICTS OF INTEREST

22.1. Declaration of interests

- 22.1.1. If a Trustee is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Charity, he must declare the nature and extent of that interest to the other Trustees.
- 22.1.2. In accordance with the Act, the declaration may be made at a Board Meeting or by written notice.
- 22.1.3. If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.
- 22.1.4. Any required declaration of interest must be made before the Charity enters into the transaction or arrangement.
- 22.1.5. A declaration is not required in relation to an interest of which the Trustee is not aware or where the Trustee is not aware of the transaction or arrangement in question. For this purpose a Trustee is treated as being aware of matters of which he ought reasonably to be aware.
- 22.1.6. A Trustee need not declare an interest:-
 - 22.1.6.1. if it cannot reasonably be regarded as likely to give rise to a conflict of interests; or
 - 22.1.6.2. if, and to the extent that, the other Trustees are already aware of it (and for this purpose the other Trustees are treated as being aware of anything of which they ought reasonably to be aware).

22.2. Authorisation of direct conflicts of interest

A Trustee may enter into a transaction or arrangement with the Charity only if and to the extent that such an arrangement is authorised by Article 5.

22.3. Authorisation of indirect conflicts of interest

- 22.3.1. Where, for whatever reason, a Trustee has any form of indirect interest in relation to a transaction or arrangement with the Charity (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Trustees not having a conflict provided that:-
 - 22.3.1.1. the Trustees with the conflict (and any other interested Trustee) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and
 - 22.3.1.2. the Trustees who do not have a conflict in relation to the matter in question consider it is in the best interests of the Charity to authorise the transaction.
- 22.3.2. The Trustees who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Trustee with the conflict and/or any other interested Trustee should absent himself from

the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

22.4. Complaints about conduct

22.4.1. If the Chair receives a written complaint identifying the complainant and alleging conduct by a Trustee that in his reasonable opinion is detrimental to the interests of the Charity and suggests that there is a prima facie case for the complaint to be investigated in accordance with the provisions of this Article he may suspend the Trustee concerned.

22.4.2. Conduct detrimental to the interests of the Charity includes:

22.4.2.1. any breach of a Trustee's obligations as set out in the statement of obligations of Trustees signed by him under Article 20 or otherwise; and

22.4.2.2. conviction of any offence which has or is likely to bring the Charity into disrepute.

22.4.3. The Trustees whose conduct is complained of must immediately be notified in writing either by the Secretary (if any) or by the Chair of the complaint and of any suspension which if exercised under Article 22.4.1 will be effective from the date of the notice. During the period of any suspension the Trustee must not:

22.4.3.1. participate in a Board Meeting;

22.4.3.2. authorise or incur expenditure on behalf of the Charity;

22.4.3.3. make use of any property belonging to or in use by the Charity in his capacity as a Trustee;

22.4.3.4. hold himself out as a Trustee of the Charity; or

22.4.3.5. seek to commit the Charity to any obligation.

22.4.4. On receipt of a complaint under Article 22.4.1 the Chair must immediately refer the matter for a fair process of investigation, which may be carried out by a panel established for the purpose, an independent person or persons, or such other body as the Chair acting reasonably shall appoint, including under such procedure for dealing with complaints as the Board may from time to time approve.

PART E. BOARD MEETINGS

23. FUNCTIONS OF THE BOARD

The Board must direct the Charity's affairs in such a way as to promote the Objects. Its functions include:-

- 23.1. defining and ensuring compliance with the values and objectives of the Charity;
- 23.2. establishing policies and plans to achieve those objectives;
- 23.3. approving each year's budget and accounts before publication;
- 23.4. establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 28) and employees with proper systems of control;
- 23.5. monitoring the Charity's performance in relation to its plans budget controls and decisions;
- 23.6. appointing (and if necessary removing) employees;
- 23.7. satisfying itself that the Charity's affairs are conducted in accordance with generally accepted standards of performance and propriety; and
- 23.8. ensuring that appropriate advice is taken on the items listed in Articles 23.1 to 23.7 and in particular on matters of legal compliance and financial viability.

24. POWERS OF THE BOARD

- 24.1. Subject to the Act and the Articles, the business of the Charity is to be managed by the Board who may exercise all of the powers of the Charity.
- 24.2. An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

25. BOARD MEETINGS

- 25.1. Subject to the Articles, the Board may regulate Board Meetings as it wishes.
- 25.2. There shall be at least three Board Meetings a year.
- 3.
- 25.3. Board Meetings may be called by any Director or the Secretary (if appointed).
- 25.4. 7 days' notice of Board Meetings must be given to each of the Trustees but it is not necessary to give notice of a Board Meeting to a Trustee who is out of the United Kingdom.
- 25.5. A Board Meeting which is called on shorter notice than required under Article 25.4 is deemed to have been duly called if at least two Trustees certify in writing that because of special circumstances it ought to be called as a matter of urgency.
- 25.6. Matters arising at a Board Meeting are to be decided by a simple majority of votes and, subject to Article 25.7, each Trustee is to have one vote.
- 25.7.

25.8.A technical defect in the appointment of a Trustee or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

26. QUORUM FOR BOARD MEETINGS

26.1.The quorum for Board Meetings is three or one-half of the Trustees (whichever is the greater number) for the time being.

26.2.A Trustee may be part of the quorum at a Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.

26.3.The Board may act despite vacancies in its number but if the number of Trustees is less than three then the Board may act only to admit Trustees under Article 19.2.

26.4.At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Trustees present may act only to:-

26.4.1. adjourn it to such other time and place as they decide; or

26.4.2. call a General Meeting.

26.5.If at the adjourned Board Meeting there are again insufficient Trustees present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then those Trustees who are present (provided that they number at least two) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

27. CHAIR

27.1.The Charity must have a Chair who is to be elected by the Board. The term of office for the Chair is two years.

27.2.The Chair may resign from the position of Chair at any time (without necessarily resigning as a Trustee at the same time).

27.3.Where there is no Chair the first item of business at a Board Meeting must be to elect a Chair in accordance with Article 27.1.

27.4.The Chair may be removed only at a Board Meeting called for the purpose at which a resolution with a majority in favour is passed. The Chair must be given an opportunity to say why he should not be removed.

27.5.The Chair is to chair all Board Meetings and General Meetings at which he is present unless he does not wish or is not able to do so.

27.6.If the Chair is not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Trustees who is present to chair the Board Meeting.

27.7.The functions of the Chair are:-

27.7.1. to act as an ambassador for the Charity and to represent the views of the Board to the general public and other organisations;

- 27.7.2. to ensure that Board Meetings and General Meetings are conducted efficiently;
- 27.7.3. to give all Trustees an opportunity to express their views;
- 27.7.4. to establish a constructive working relationship with and to provide support for employees and/or volunteers;
- 27.7.5. where necessary (and in conjunction with the other Trustees) to ensure that, where the post of any volunteer or employee is or is due to become vacant, a replacement is found in a timely and orderly fashion;
- 27.7.6. to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Charity to be carried on effectively between Board Meetings;
- 27.7.7. to ensure that the Board monitors the use of delegated powers; and
- 27.7.8. to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee or volunteer.

28. COMMITTEES AND WORKING PARTIES

28.1. The Board may:-

- 28.1.1. establish Committees consisting of those persons whom the Board decide;
- 28.1.2. delegate to a Committee any of its powers; and
- 28.1.3. revoke a delegation at any time.

28.2. The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.

28.3. The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.

28.4. Each member of a Committee or Working Party (including the chair) is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board from the Committee or Working Party.

28.5. The Board must determine the quorum for each Committee and Working Party it establishes.

28.6. The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.

28.7. Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

29. OBSERVERS

29.1. Subject to Article 29.4, the Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms the Board decides.

29.2. Observers may not vote but may take part in discussions with the prior consent of the Chair.

29.3. The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.

29.4. The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered.

30. TRUSTEES' WRITTEN RESOLUTIONS

30.1. A written resolution approved by all of the Trustees entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.

30.2. A written resolution approved by a simple majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.

30.3. A resolution under Articles 30.1 or 30.2 may consist of several documents in similar form each approved by one or more of the Trustees or Committee Members.

PART F. OFFICERS

31. THE SECRETARY

31.1. The Board may decide whether or not a Secretary is appointed.

31.2. Where appointed, a Secretary may be removed by the Board at any time.

31.3. If a Trustee is appointed as Secretary he may not receive any remuneration for acting in that capacity.

32. INDEMNITIES FOR OFFICERS AND EMPLOYEES

32.1. The Charity may indemnify any officer or employee (other than a Trustee) against any liability incurred by him in his capacity as such except when that liability is due to his own dishonesty or gross negligence.

32.2. Subject to the Act (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 32.3, the Charity may indemnify any Trustee against any liability incurred by him in his capacity as such.

32.3. The indemnity provided to a Trustee in accordance with Article 32.2 may not include any indemnity against liability:-

32.3.1. to the Charity or a company associated with it;

32.3.2. for fines or penalties; or

32.3.3. incurred as a result of his unsuccessful defence of criminal or civil proceedings.

32.4. The indemnity provided to a Trustee in accordance with Article 32.2 may include the provision of funds to cover his legal costs as they fall due on terms that the Trustee in question will repay the funds if he is unsuccessful in his defence of the criminal or civil proceedings to which these costs relate

32.5. In respect to its auditor the Charity may:-

32.5.1. purchase and maintain insurance for his benefit against any liability incurred by him in his capacity as such; and

32.5.2. indemnify him against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or in connection with any application under Section 1157 of the Act or any section of any other statute amending or replacing Section 1157 in which relief is granted to him by the Court.

PART G. STATUTORY AND MISCELLANEOUS

33. MINUTES

- 33.1. The Board must arrange for minutes to be kept of all General Meetings and Board Meetings. The names of the Trustees present must be included in the minutes.
- 33.2. Copies of the draft minutes of Board Meetings must be distributed to the Trustees as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 33.3. Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 33.4. The Board must keep minutes of all of the appointments made by the Board.

34. ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

- 34.1. The Charity must comply with the Act and the Trustees must comply with their obligations as charity trustees under the Charities Act 2011 in:-
 - 34.1.1. preparing and filing an annual Trustees' report and annual accounts and sending them to the Charity Commission; and
 - 34.1.2. making an annual return to the Registrar of Companies and the Charity Commission.
- 34.2. The Charity must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires).
- 34.3. The annual Trustees' report and accounts must contain:-
 - 34.3.1. revenue accounts and balance sheet for the last accounting period;
 - 34.3.2. the auditor's report on those accounts (if applicable); and
 - 34.3.3. the Board's report on the affairs of the Charity.
- 34.4. The accounting records of the Charity must always be open to inspection by a Trustee.

35. BANK AND BUILDING SOCIETY ACCOUNTS

- 35.1. All bank and building society accounts must be controlled by the Board and must include the name of the Charity.
- 35.2. A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

36. EXECUTION OF DOCUMENTS

Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

36.1. two Trustees;

36.2. one Trustee and the Secretary (where appointed); or

36.3. one Trustee in the presence of a witness who attests the Trustee's signature.

37. NOTICES

37.1. Except for notices calling Board Meetings (which may be in writing but do not have to be) notices under the Articles must be in writing. In this Article writing includes facsimile transmission or email.

37.2. A Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.

37.3. The Charity may give a notice to a Member, Trustee or auditor either:

37.3.1. personally;

37.3.2. by sending it by post in a prepaid envelope;

37.3.3. by facsimile transmission;

37.3.4. by leaving it at his address; or

37.3.5. by email.

37.4. Notices under Article 37.3.2 to 37.3.5 may be sent:-

37.4.1. to an address in the United Kingdom which that person has given the Charity;

37.4.2. to the last known home or business address of the person to be served; or

37.4.3. to that person's address in the Charity's register of Members.

37.5. Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.

37.6. Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.

37.7. A copy of the notification from the system used by the Charity to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.

37.8. A notice may be served on the Charity by delivering it or sending it to the Registered Office.

37.9. The Board may make standing orders to define other acceptable methods of delivering notices.

38. STANDING ORDERS

38.1. Subject to Article 38.4;

38.1.1. the Board may from time to time make, alter, add to or repeal standing orders for the proper conduct and management of the Charity; and

38.1.2. the Charity in General Meeting may alter, add to or repeal the standing orders.

38.2. The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Members.

38.3. Standing orders are binding on all Members and Trustees.

38.4. No standing order may be inconsistent with or may affect or repeal anything in the Articles.

39. WINDING UP

39.1. If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as imposed on the Charity by Article 5, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.