

Company No: 5115594

**The Companies Act 1985 and 1989**

**The Companies Act 2006**

**Company Limited by Guarantee  
and not having a Share Capital**

**Articles of Association**

**of**

**Folkestone Academy**

**(to be renamed Oldfaat Limited)**

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**THE COMPANIES ACTS 1985 and 1989**  
**THE COMPANIES ACT 2006**  
**Company Limited by Guarantee and not having a Share Capital**

**ARTICLES OF ASSOCIATION**  
**OF**  
**FOLKESTONE ACADEMY**  
**(to be renamed Oldfaat Limited)**

**1 NAME**

- 1.1 The name of the company is Folkestone Academy (the "**Charity**").

**2 REGISTERED OFFICE**

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

**3 OBJECTS**

- 3.1 The objects of the Charity are (the "**Objects**"), to advance for the public benefit education in the United Kingdom, in particular, but without prejudice to the generality of the foregoing, by establishing, maintaining, carrying on, managing and developing a school offering a broad curriculum with emphases on particular specialisms (the '**Academy**').

- 3.2 This Article 3 may be amended by special resolution but only with the prior written consent of the Commission.

**4 POWERS**

The Charity has the following powers, which may be exercised only in promoting the Objects. In furtherance of the above the Objects but not further or 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, and to operate bank accounts in the name of the Charity;
- 4.2 to raise funds (but not by means of carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Objects, unless the income of the Charity from that trade or business is exempt from tax by reason of any legislation or concession from time to time in force) and to invite and receive contributions whether in cash or in kind;
- 4.3 to acquire or hire property of any kind and any interests in or rights over property of any kind;
- 4.4 to sell, dispose of, let, mortgage or charge any property (including intangible property) of the Charity and to grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Charity (subject to such consents as may be required by law);
- 4.5 to employ such staff, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants;
- 4.6 to establish or support, whether financially or otherwise, any charitable trusts, associations or institutions formed for all or any of the Objects;

- 4.7 to consult, advise, co-operate with or assist others (whether local or national authorities, educational institutions, voluntary organisations or other persons or bodies) in any ventures or initiatives or any other matters which promote, directly or indirectly, any or all of the Objects;
- 4.8 to pay out of funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
- 4.9 to establish maintain carry on manage and develop the Academy;
- 4.10 to offer scholarships, exhibitions, prizes and awards to pupils and former pupils, and otherwise to encourage and assist pupils and former pupils;
- 4.11 to provide educational facilities and services to students of all ages and the wider community for the public benefit;
- 4.12 to carry out research including, without limitation, into the development and application of new techniques in education and the Academy's approach to curriculum development and delivery and to publish the results of such research and to develop means of benefiting from application of the experience of industry, commerce, other schools and the voluntary sector, to the education of pupils in academies;
- 4.13 subject to such consents as may be required by law to borrow and raise money for the furtherance of the Objects in such manner and on such security as the Charity may think fit;
- 4.14 to deposit or invest the monies of the Charity not immediately required for its operations in any manner as may be thought fit (including but not limited to the establishment of trading or other subsidiaries of any kind), subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 4.15 to delegate the management of investments to an individual, company or firm who is an authorised person or exempted person within the meaning of the Financial Services and Markets Act 2000 (a '**Financial Expert**'), on such terms as the Trustees think fit;
- 4.16 to arrange for investments or other trusts to be held in the name of a nominee and the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.17 to provide indemnity insurance to cover the liability of Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which 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 knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees;
- 4.18 to establish subsidiary companies to further any of the Objects or to assist or act as agents for the Charity;
- 4.19 to act as trustee of special purpose trusts within the Objects;
- 4.20 to set aside funds for special purposes or as reserves against future expenditure;
- 4.21 to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Objects.

**5 BENEFITS AND CONFLICTS FOR MEMBERS AND TRUSTEES**

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 the 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 or hers, 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 the published base lending rate of a clearing bank to be selected by the Trustees from time to time;
- 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 one per cent of the issued capital of that company;
- 5.5 of reasonable and proper rent (as determined by an independent valuer appointed by the charity) 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;
- 5.7 of any premium in respect of any indemnity insurance to cover the liability of the Trustees which, by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity: Provided that any such insurance shall not extend to any claim arising from any conduct which the Trustees knew or must be assumed to have known, was not in the interests of the Charity, or which the Trustees did not care was in the interests of the Charity or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending legal proceedings resulting from a criminal prosecution for an offence arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees.

## **6 MEMBERSHIP**

- 6.1 The Charity must maintain a register of the names and address of the Members.
- 6.2 The Members of the Charity shall be:
  - 6.2.1 the Trustees; and
  - 6.2.2 any person who:
    - (a) consents in writing to become a Member;
    - (b) is interested in furthering the Objects;
    - (c) applies to the Charity in the form approved by the Trustees; and
    - (d) is approved by the Trustees.
- 6.3 The Trustees may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to refuse the application. The Trustees must inform the applicant in writing of the reasons for the refusal within twenty one Clear Days of the decision. The Trustees must consider any written representations the applicant may make within 14 Clear Days of being notified about the decision. The Trustees' decision

following any written representations must be notified to the applicant in writing but shall be final.

**6.4 Membership is terminated if the Member concerned:**

6.4.1 gives written notice of resignation to the Charity unless, after the resignation, there would be less than two members;

6.4.2 dies or, if it is an organisation, ceases to exist;

6.4.3 is removed from Membership by resolution of the Trustees 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 fourteen Clear Days after receiving notice); or

6.4.4 (in the case of a Trustee) ceases to be a Trustee.

**6.5 Membership of the Charity is not transferable.**

**7 LIABILITY OF MEMBERS AND GUARANTEE**

The liability of Members is limited to a sum not exceeding £1, 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, she or it is a Member or within one year after he, she or it ceases to be a Member for:

7.1.1 payment of those debts and liabilities of the Charity incurred before he, she or it ceased to be a Member;

7.1.2 payment of the costs, charges and expenses of winding up the Charity; and

7.1.3 the adjustment of rights of contributors among themselves.

**8 GENERAL MEETINGS OF MEMBERS**

**8.1 Attendance**

8.1.1 Members are entitled to attend general meetings.

8.1.2 A Trustee or Secretary shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any general meeting.

8.1.3 Nothing in these Articles is to be taken to preclude the holding and conducting of a general meeting by such suitable Electronic Means as the Trustees may decide which provide for all Members who are not present together at the same place to be able to communicate with all the other participants simultaneously, to speak and to vote during the general meeting.

**8.2 Notice**

8.2.1 A general meeting may be called at any time by the Trustees and must be called on a request from at least five percent of the Members having the right to vote at general meetings of the Charity if the request is issued in accordance with the Act.

8.2.2 Subject to Article 8.2.3, general meetings are called on at least fourteen Clear Days notice (unless the Act requires a longer notice period) specifying:

(a) the time, date and place of the meeting;

(b) the general nature of the business to be transacted;

(c) the terms of any proposed special resolution; and

(d) notifying Members of their right to appoint a proxy under section 324 of the Act and Article 8.8.

8.2.3 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.

8.2.4 Notice of general meetings should be given to every Member and Trustee, and to the Charity's auditors.

8.2.5 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

### **8.3 Quorum**

8.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person or by proxy or by the duly authorised representative of an organisation, is at least three.

8.3.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.

### **8.4 Chairperson of the Meeting**

8.4.1 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee elected by the board of Trustees presides at a general meeting.

8.4.2 If no Trustee is willing to act as chairperson, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairperson.

### **8.5 Adjournment**

The chairperson may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. If the meeting is adjourned for less than fourteen days it shall not be necessary to give any such notice.

### **8.6 Voting General**

8.6.1 Except where otherwise provided by the Articles or the Act, every issue is decided by an ordinary resolution.

8.6.2 On a poll or a show of hands, votes may be given either personally or by the duly authorised representative of an organisation or by proxy in accordance with the provisions of Article 8.8.

8.6.3 On a show of hands or a poll every Member who (being an individual) is present in person or by proxy or (being an organisation) is present by a duly authorised representative or by proxy,] shall have one vote, unless the proxy (in either case) or the duly authorised representative is a Member in their own right entitled to vote in which case they shall be entitled to a vote in their own right and a vote as a proxy.

8.6.4 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such deputy, registered attorney, curator bonis or other person may, on a

show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the Charity's registered office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty eight hours (excluding public holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

8.6.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson whose decision shall be final and conclusive.

## **8.7 Poll Voting**

8.7.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

- (a) by the chairperson; or
- (b) by at least five Members having the right to vote at the meeting; or
- (c) by a Member or Members representing not less than ten percent of the total voting rights of all the Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member, or as the duly authorised representative of a Member (being an organisation) or as proxy for a duly authorised representative of an organisation, shall be the same as a demand by the Member.

8.7.2 Unless a poll is duly demanded a declaration by the chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

8.7.3 A demand for a poll may be withdrawn if the poll has not yet been taken; and the chairperson consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

8.7.4 A poll shall be taken as the chairperson directs and he or she 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.

8.7.5 A poll demanded on the election of a chairperson or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairperson 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.

8.7.6 No notice need be given of a poll not taken immediately 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.

## **8.8 Proxy Voting**

8.8.1 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Trustees which shall without limitation:

- (a) state the name and address of the Member, or the duly authorised representative of an organisation, appointing the proxy;
- (b) identify the person appointed to be that Member's, or the duly authorised representative of an organisation's, proxy and the general meeting in relation to which that person is appointed;
- (c) be executed by or on behalf of the Member, or the duly authorised representative of an organisation, appointing the proxy; and
- (d) be delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.

8.8.2 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:

- (a) in the case of an instrument in Hard Copy Form be deposited at the Charity's registered 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 forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:

- (i) in the notice convening the meeting, or
- (ii) in any instrument of proxy sent out by the Charity in relation to the meeting, or
- (iii) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Charity in relation to the meeting,

be received at such address not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (c) in the case of a poll taken more than forty eight hours (excluding public holidays and weekends) after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than twenty four hours (excluding public holidays and weekends) before the time appointed for the taking of the poll; or
- (d) where the poll is not taken immediately but is taken not more than forty eight hours (excluding public holidays and weekends) after it was demanded, be delivered at the meeting at which the poll was demanded to the chairperson or to the Secretary or to any Trustee;

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

8.8.3 An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it received by the Charity at its registered office or at such other place at which the instrument of proxy was duly



deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote to which it relates 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.

8.8.4 A vote given or poll demanded by the duly authorised representative of an organisation or by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was effective in accordance with Article 8.8.3.

## **8.9 Written Resolutions**

Subject to the provisions of the Act:

8.9.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.

8.9.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution.

8.9.3 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.

8.9.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.

8.9.5 A Member indicates his or her agreement to a written resolution when the Charity receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:

- (a) by the Member's signature if the document is in Hard Copy Form; or
- (b) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Charity, accompanied by a statement of the Member's identity which the Charity has no reason to doubt, if the document is in Electronic Form;

and a written resolution signed by the duly authorised representative of a Member (being an organisation), shall be as valid as a written resolution signed by the Member.

8.9.6 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.

## **9 THE TRUSTEES**

9.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.

9.2 Trustees shall be appointed as subsequently laid out in these Articles. No one may be appointed as a Trustee if he or she would be disqualified from acting under the provisions of Article 9.8.

9.3 The minimum number of Trustees shall be three but (unless otherwise determined by ordinary resolution) there shall be no maximum number of Trustees that may be appointed. If any Trustee is a corporate body it must act through a named representative whose contact details are notified to the Trustees and there must be at least one individual Trustee.

9.4 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she is eligible to act as a Trustee and/or vote at any meeting of the Trustees.

- 9.5 A Trustee's term of office automatically terminates if:
- 9.5.1 he or she dies;
  - 9.5.2 he or she is disqualified under the Charities Act from acting as a Charity Trustee;
  - 9.5.3 a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
  - 9.5.4 he or she is absent without permission of the Trustees from three consecutive meetings and is asked by a majority of the Trustees to resign;
  - 9.5.5 he or she ceases to be a Member;
  - 9.5.6 he or she resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
  - 9.5.7 he or she is removed by resolution passed by the Members present and voting 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.
- 9.6 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee.
- 9.7 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.
- 9.8 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.
- 10 **PROCEEDINGS OF TRUSTEES**
- 10.1 The Trustees must hold at least two meetings each year.
- 10.2 The Chairperson may at any time, and two Trustees jointly may at any time, call a meeting of the Trustees.
- 10.3 Notice of every meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.
- 10.4 A quorum at a meeting of the Trustees is three, excluding any Conflicted Trustee who has not been authorised to participate in discussions or a vote under Article 5.7.
- 10.5 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 simultaneously.
- 10.6 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 10.7 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by all of the Trustees is as valid as a resolution passed at a meeting provided that:
- 10.7.1 a copy of the resolution is sent to or submitted to all the Trustees eligible to vote; and
  - 10.7.2 all of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Charity's registered office within the period of 28 days beginning with the circulation date.
- 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.

- 10.8 Except for the chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 10.9 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared; and a Trustee must comply with the requirements of Article 5.
- 10.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **11 POWERS OF TRUSTEES**

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 11.1 to appoint (and remove) a Chairperson, Secretary, treasurer and other honorary officers from among their number on such terms as they shall think fit;
- 11.2 to invite observers to attend meetings of the Trustees, and to pay their reasonable expenses out of the Charity's funds. For the avoidance of doubt, such observers are not Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when the Trustees vote on a matter;
- 11.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees). The Trustees may:
- 11.3.1 impose conditions when delegating, including the conditions that:
- (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
  - (b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees;
- 11.3.2 revoke or alter a delegation;
- 11.4 to delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including the payment of a salary) as they think fit;
- 11.5 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 11.6 to make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity. Such rules or bye laws may regulate the following matters but are not restricted to them:
- 11.6.1 the admission of Members (including the admission of organisations to membership) and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;
- 11.6.2 the conduct of Members in relation to one another and to the Charity's employees and volunteers;
- 11.6.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
- 11.6.4 the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or these Articles;
- 11.6.5 generally, all such matters as are commonly the subject matter of company rules;

provided that:

11.6.6 the Charity in general meeting has the power to alter, add to or repeal the rules or bye laws;

11.6.7 the Trustees adopt such means as they think sufficient to bring the rules and bye laws to the notice of the Members;

11.6.8 no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles;

and

11.6.9 the rules or bye laws shall be binding on all Members;

11.7 to establish procedures to assist the resolution of disputes within the Charity; and

11.8 to exercise any powers of the Charity which are not reserved to the Members.

## **12 RECORDS & ACCOUNTS**

12.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

12.1.1 annual reports;

12.1.2 annual returns; and

12.1.3 annual statements of account.

12.2 The Trustees must keep records of:

12.2.1 all proceedings at general meetings;

12.2.2 all proceedings at meetings of the Trustees;

12.2.3 all reports of committees; and

12.2.4 all professional advice obtained.

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

12.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

## **13 MEANS OF COMMUNICATION TO BE USED**

(In this Article "Document" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

13.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.

13.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.

13.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.

13.4 The Charity may deliver a Document to a Member:

13.4.1 by delivering it by hand to the postal address recorded for the Member on the register;

13.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;

13.4.3 by fax (except a guarantee certificate) to a fax number notified by the Member in writing;

13.4.4 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing;

13.4.5 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing; or

13.4.6 by advertisement in at least two national newspapers.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

13.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

13.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:

13.6.1 forty eight hours after it was posted, if first class post was used; or

13.6.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:

13.6.3 properly addressed; and

13.6.4 put into the post system or given to delivery agents with postage or delivery paid.

13.7 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered at the time it was sent.

13.8 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

13.9 If a Document is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

13.10 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.

13.11 A Member present in person, by duly authorised representative of an organisation or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.

13.12 A Member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

14 **EXCLUSION OF MODEL ARTICLES**

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008) are hereby expressly excluded.

15 **INDEMNITY**

Subject to the provisions of the Act every Trustee or other officer or Trustee or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of Charity in relation to the affairs of the Charity.

16 **DISSOLUTION**

If the Charity is wound up or dissolved and after all its debts and liabilities (including any under section 483 of the Education Act 1996) 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 is imposed on the Charity by clause 5 and this clause 8, 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.

17 **ALTERATION OF THESE ARTICLES**

No alteration or addition shall be made to or in the provisions of the articles of association which would have the effect (a) that the Charity would cease to be a company to which Section 30 of the Companies Act 1985 applies; (b) which is inconsistent with the provisions of Section 64 to the Charities Act 1993; or (c) that the Charity would cease to be a charity.

18 **INTERPRETATION**

- 18.1 References to an act of parliament are references to that act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 18.2 In these Articles expressions not otherwise defined which are defined in the Act have the same meaning.
- 18.3 In these Articles words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 18.4 In these Articles:

<b>"Act"</b>	means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity;
<b>"Address"</b>	means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity;
<b>"AGM"</b>	means an annual general meeting of the Charity;
<b>"these Articles"</b>	means these articles of association;
<b>"Chairperson"</b>	means the Trustee appointed by the Trustees to act as Chairperson under Article 11.1;
<b>"the Charities Act"</b>	means the Charities Act 2011
<b>"Charity Trustee"</b>	has the meaning prescribed by section 177 of the Charities Act;

<b>“Circulation Date”</b>	has the meaning prescribed by section 290 of the Act;
<b>“Clear Day”</b>	in relation to the period of notice means a period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<b>“the Commission”</b>	means The Charity Commission for England and Wales or any body which replaces it;
<b>“Conflicted Trustee”</b>	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
<b>“Connected Person”</b>	means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act;
<b>“document”</b>	<i>includes, unless otherwise specified, any document sent or supplied in electronic form;</i>
<b>“EGM”</b>	means an extraordinary general meeting of the Charity;
<b>“Electronic Form” and “Electronic Means”</b>	have the meanings respectively prescribed to them in the Act;
<b>“Eligible Member”</b>	has the meaning prescribed by the Companies Act 2006;
<b>“executed”</b>	includes any mode of execution;
<b>“firm”</b>	includes Limited Liability Partnership;
<b>“Hard Copy Form”</b>	has the meaning prescribed by the Companies Act 2006;
<b>“material benefit”</b>	means a benefit, direct or indirect, which may not be financial but has monetary value
<b>“Member” and “Membership”</b>	refer to company membership of the Charity;
<b>“Memorandum”</b>	<i>means the Charity’s memorandum of association;</i>
<b>“month”</b>	means calendar month;
<b>“Objects”</b>	“Objects” means the Objects of the Charity as defined in Article 3;
<b>“Secretary”</b>	means any person appointed to perform the duties of the secretary of the Charity;
<b>“Trustee”</b>	means a director of the Charity and “Trustees” means the

directors;

**“written” or “in writing”**

means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by, Hard Copy Form, Electronic Means or otherwise; and

**“year”**

means calendar year ending 31<sup>st</sup> August.