

Memorandum & Articles of  
The Companies Act 2006  
*Company Limited by Guarantee and not having a Share Capital*

**Articles of Association of Age Cymru Sir Gâr**

**Preliminary**

The Company shall be bound by the regulations contained in the Companies (Model Articles) Regulations 2008 schedule 2 except where modified by these Articles. In the case of any variation or inconsistency between these Articles and the Model Articles, these Articles shall prevail.

**1. The Name**

The name of the Company (hereinafter called "the Charity") is Age Cymru Sir Gâr

**2. Interpretation**

2.1 In these Articles, if not inconsistent with the subject or context:

**'the 1985 Act'** means the Companies Act 1985.

**'the 2006 Act'** means the Companies Act 2006.

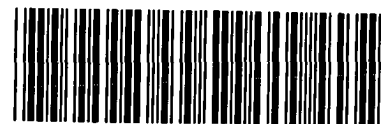
**'the charity'** means the charity intended to be regulated by the articles.

**'Age Cymru Sir Gâr'** a registered company limited by guarantee whose registered address is 5-11, 100 Lower Trostre Rd, Llanelli SA15 2EA (registered company number: 5207722 and registered charity number: 1106321).

**'address'** means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or a text message number in each case registered with the Charity.

**'the area or area of benefit'** means Wales

**'the articles'** means the Charity's articles of association.



**'employee'** means a person employed by the Charity.

**'executed'** includes any mode of execution.

**'the commission'** means the Charity Commission for England and Wales.

**'the secretary'** means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary.

**'AGM'** an Annual General Meeting of the Members.

**'General Meeting'** a general meeting of the Members.

**'Clear Days'** in relation to the period of a notice means 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.

**'Member'** a collective for any person admitted as a member of the Charity from time to time in accordance with these Articles (and "Members" meaning more than one Member).

**'Associate Member'** is an organisation or individual who is in sympathy with the Objects of the Charity and has been admitted to membership of the Charity by the trustees but without the right to vote at General or Annual General Meetings.

**'Trustees'** means any members who are Trustees of the Charity who shall be the only directors of the Charity and the Trustees of the Charity as defined by section 97(1) of the Charities Act 1993 (and each one a "Trustee"). These members and only these members have the right to vote at General and Annual General Meetings.

**'Directors'** means the Trustees of the Charity as above.

**'the Board'** means the Board of Trustees of the Charity which has the general control and management of the administration of the Charity and forms the body of Trustees as defined by Section 97 of the Charities Act 1993.

**'month'** means calendar month.

**'the Office'** means the registered office of the Charity.

**'the United Kingdom'** means Great Britain and Northern Ireland.

**'in writing'** means written, printed or lithographed or partly one and partly another, and other modes of representing or reproducing words in a visible form.

2.2 Words importing the singular only shall include the plural, and vice versa.

2.3 Words importing the feminine only shall include the masculine, and vice versa.

2.4 Words importing persons shall include corporations.

2.5 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the 1985 Act or the 2006 Act but excluding any statutory modification thereof not in force when these Articles become binding on the Charity.

2.6 Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

### **3. Registered Office**

The registered office of the Charity shall be situated in England and Wales.

#### **4. Objects**

The Objects for which the Charity (the "Objects") is established and to which it is specifically restricted are to promote the relief of older people in any manner which now or hereafter may be deemed by law to be charitable in Wales (hereinafter called 'the area of benefit').

#### **5. Powers**

The Charity shall have the following powers exercisable in furtherance of its said Objects but not further or otherwise, namely:

##### **Activities**

5.1 to encourage, promote and organise direct services appropriate to the needs of individual older people or groups of older people and if thought fit to make reasonable charges for any services provided hereunder.

5.2 to promote and organise co-operation in the achievement of the above Objects and to that end to support, join in with and co-operate with other charities, voluntary bodies, statutory authorities and other organisations operating in furtherance of the Objects or of similar charitable purposes and to exchange information and advice with them.

5.3 to establish, support, undertake or execute any charitable trusts, associations or institutions formed for all or any of the Objects.

5.4 to establish or acquire subsidiary companies to assist or act as agents for the Charity.

5.5 to promote and carry out, or assist in promoting and carrying out, surveys, investigations and research.

5.6 to provide food, drink and refreshments as appropriate but only for persons participating in the activities of the Charity.

5.7 to arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes and training courses.

5.8 to publish books, pamphlets, reports, leaflets, journals, films, videos, tapes and other material.

5.9 to appoint and constitute such advisory committees as the Board of Trustees (hereafter referred to as "the Board" and as further described in Article 2 of the Articles of Association) may think fit.

### **Property**

5.10 to purchase, take on lease or in exchange hire or otherwise acquire any property and build, improve maintain and equip any building or buildings which may be necessary for any of the purposes of the Charity.

5.11 to sell, lease or otherwise dispose of all or any part of the Charity's property, subject to complying with Sections 36 and 37 of the Charities Act 1993 as amended by the Charities Act 2006.

## **Finance**

5.12 to obtain, collect and receive funds by means of contributions, donations, subscriptions, investment, deeds of covenant, legacies, the sale of donated goods or of those goods produced by older people in direct furtherance of the Objects of the Charity, grants, loans or any other lawful method and to receive gifts of property of any description and to trade in direct furtherance of its Objects, including the sale of goods produced by older people and to sell donated goods and otherwise to carry on trade which is temporary or ancillary to the objects of the Charity, but otherwise the Charity shall not undertake any substantial permanent trading activities in raising funds for the Objects of the Charity.

5.13 to borrow money for the purposes of the Charity on such terms and on such security as may be thought fit including mortgaging all or any part of the Charity's property as security for repayment of the money borrowed subject to complying with Sections 38 and 39 of the Charities Act 1993 as amended by the Charities Act 2006.

5.14 to make grants, loans of money and to give guarantees.

5.15 to operate a bank or building society account or accounts in the name of the Charity.

5.16 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.

## **Employment, etc.**

5.17 to engage or employ such persons (whether as employees consultants advisers or however) as may be requisite to the promotion of the purposes of the Charity and on such reasonable terms and at such reasonable remuneration as may be thought fit and to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their dependents.

## **Investment**

5.18 to (in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000):

5.18.1 deposit or invest funds;

5.18.2 employ a professional fund-manager or financial expert; and

5.18.3 arrange for the investment or other property of the Charity to be held in the name of a nominee.

5.19 to delegate the management of investments to a professional fund-manager or financial expert, but only terms that:

5.19.1 require the professional fund-manager or financial expert to comply with the investment policy (and any revision of that policy) set down in writing for the financial expert or fund-manager by the Trustees;

5.19.2 require the professional fund-manager or financial expert to report transactions to the Trustees at such interval as the Trustees consider appropriate;

5.19.3 require the professional fund-manager or financial expert to review the performance of the investments with the Trustees regularly;

5.19.4 entitle the Trustees to cancel the delegation arrangement at any time;

5.19.5 require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a year;

5.19.6 require all payments to the professional fund-manager or the financial expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt;

5.19.7 prohibit the professional fund-manager or financial expert from doing anything outside the powers of the Trustees.

## **Insurance**

5.20 to apply monies in insuring any buildings being the property of the Charity at their full value.

5.21 to insure and arrange insurance cover for and to indemnify the officers, servants and voluntary workers of the Charity and its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit.

## **Copyright, etc.**

5.22 to acquire copyrights, trade marks and other rights and privileges for the purposes of the Charity and grant licences conferring the right to use the name of the Charity or such other copyrights, trade marks, rights and privileges of the Charity whether subject to a royalty or not and whether exclusive or non-exclusive or subject to other limitations.

## **Merger**

5.23 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity.

5.24 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves.

## **General**

5.25 to do all such other lawful things as shall further the attainment of the above Objects.

## **6. Application of income and property**

6.1 Benefits and payments to charity trustees and connected persons

(1) General provisions

No charity trustee or connected person may:

(a) buy or receive any goods or services from the charity on terms



preferential to those applicable to members of the public;

(b) sell goods, services or any interest in land to the charity;

(c) be employed by, or receive any remuneration from, the charity;

(d) receive any other financial benefit from the charity; unless the payment is permitted by sub-clause (2) of this clause, or authorised by the court or the Charity Commission ('the Commission').

In this clause, a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

**(2) Scope and powers permitting trustees' or connected persons' benefits**

(a) A charity trustee or connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity provided that a majority of the trustees do not benefit in this way.

(b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the charity where that is permitted in accordance with, and subject to the conditions in, section 185 of the Charities Act 2011.

(c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by the charity trustee or connected person.

(d) A charity trustee or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).

(e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

(f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.

**(3) Payment for supply of goods only – controls**

The charity and its charity trustees may only rely upon the authority provided by sub-clause 2(c) of this clause if each of the following conditions is satisfied:

(a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity and the charity trustee or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the charity.

(b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

(c) The other charity trustees are satisfied that it is in the best interests of the charity to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.

(d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity.

(e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.

(f) The reason for their decision is recorded by the charity trustees in the minute book.

(g) A majority of the charity trustees then in office are not in receipt of remuneration or payments.

(4) In sub-clauses (2) and (3) of this clause:

(a) 'the charity' includes any company in which the charity:

(i) holds more than 50% of the shares; or

(ii) controls more than 50% of the voting rights attached to the shares; or

(iii) has the right to appoint one or more trustees to the board of the company.

## **7. Conflict of Interest**

7.1 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in these Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

7.1.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

7.1.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting;

7.1.3 the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interest in the circumstances applying.

7.2 In this article a conflict of interest arising because of a duty of loyalty owed to another organisation or person only refers to such conflict which does not involve a direct or indirect benefit of any nature to a Trustee.

## **8. Alterations to this Article**

No alteration to Article 4 and Article 5 above or Article 11 below or any other alteration within Section 64(2A)(c) of the Charities Act 1993 as amended by the Charities Act 2006 shall be made without the prior approval of the Charity Commissioners or the High Court.

## **9. Limited Liability**

The liability of the Members is limited.

## **10. Guarantee**

All Members of the Charity undertake to contribute to the assets of the Charity, in the event of the same being wound up while they are a Member, or within one year after they cease to be a Member, for payment of the debts and liabilities of the Charity contracted before they cease to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding one pound.

## **11. Dissolution**

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 of this Charity, which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on this Charity by Article 6 above, to be chosen by the Members of the Charity at or before the time of dissolution in consultation with Age Cymru and if that cannot be done, then to some other charitable object.

## **Membership**

### **12. Members**

**12.1** The Membership of the Charity shall consist of:

**12.1.1** the subscribers to the Memorandum of Association. These members shall be the Trustees of the Charity who may admit to membership:

**12.1.2** any person who has attained the age of sixteen years and who is in agreement with the objects of the Charity, without discrimination between persons by reference to wealth, politics, race, religion, sex or disability: and

**12.1.3** any society, charity, local authority or unincorporated association which is in agreement with the objects of the charity.

**12.2** Membership shall be open on such terms and conditions as the Charity may from time to time determine in General Meetings, or as determined by the Board subject to review by the Charity at a General Meeting.

**12.3** Organisations or individuals being in sympathy with the Objects of the Charity may apply to be Associate Members of the Charity on such terms and conditions as the Board may determine from time to time. Associate members of the charity will not be entitled to a vote at General or Annual General Meetings.

### **13. The Board:**

**13.1** 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.

**13.2** must inform the applicant in writing of the reasons for refusal within twentyone days of the decision.

13.3 must consider any written representations the applicant may make about the decision. The directors' decision following any written representations must be notified to the applicant in writing but shall be final.

14. Membership is not transferable.

### **Termination of Membership**

15. Membership is terminated if:

15.1 the member dies, or if it is an organisation, ceases to exist;

15.2 the member resigns by written notice to the Charity unless after the resignation, there would be less than two Members;

15.3 any sum due from the Member to the Charity is not paid in full within six months of it falling due.

16. The Board shall have the right for any good and sufficient reason to terminate the membership of any member or refuse renewal of any existing membership PROVIDED ALWAYS that the member concerned shall have a right to be heard by the Board before a final decision is made and that there shall be a right of appeal against a decision to terminate membership at a General Meeting of the Charity.

17. The Charity shall keep a register of members in accordance with the 2006 Act, and every member of the Charity shall sign a written consent to become a member.

### **18. General Meetings**

18.1 The Charity shall hold a General Meeting in every calendar year as its AGM at such time and place (subject to Article 19 below) as may be determined by the Charity.

18.2 Every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and so long as the Charity holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

18.3 The Board may call a General Meeting at any time.

18.4 Subject to Articles 18.1 to 18.3 inclusive, General Meetings may be convened on a members' requisition as provided by the 2006 Act.

18.5 The minimum periods of notice required to hold a general meeting of the Charity are:

18.5.1 twenty-one clear days for an Annual General Meeting or a General Meeting called to pass a Special Resolution (as defined by the 2006 Act).

18.5.2 fourteen clear days for all other General Meetings. PROVIDED THAT a General Meeting shall be called by shorter notice if it is so agreed in the case of:

18.5.3 an Annual General Meeting, by 90% of the Members entitled to attend and vote at that meeting; and

18.5.4 any other meeting by such proportion of them as is prescribed by the 2006 Act or determined by the Charity in accordance with the 2006 Act.

18.6 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and in the case of an Annual General Meeting, shall specify the meeting as such. The notice must also contain a statement setting out the right of Members to appoint a proxy under Section 324 of the 2006 Act and Article 20 below. The notice shall be given to all the members and to the members of the Board and auditors.

18.7 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## **19. Proceedings at General Meetings**

19.1 The business to be transacted at an Annual General Meeting shall include:

19.1.1 the consideration of audited or independently examined accounts of the Charity;

19.1.2 the reports of the Board and of the auditors or independent examiners;

19.1.3 the election of Members of the Board (when appropriate), and

19.1.4 the appointment of, and the fixing of the remuneration of, the Auditors or Independent Examiners.

19.2 No business shall be transacted at any General Meeting unless a quorum is present. Unless otherwise decided by the Members in General Meeting one fifth of the members present in person or by proxy shall be a quorum.

19.3 If such a quorum is not present within half an hour from the time appointed for the General 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 Board may determine.

19.4 If no quorum is present at the re-convened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or in proxy at the time shall constitute the quorum for the meeting.

19.5 The Chair of the Board shall preside as Chair at every General Meeting, and shall have the right to attend all meetings of committees and other task groups or advisory groups. If at any meeting the Chair shall not be present within fifteen minutes after the time appointed for the meeting, or shall be unwilling to preside, and if the Vice/Deputy Chair (if any) is not present or is unwilling to preside, the Members of the Board present shall choose some member of the Board to act as Chair and if only one member



of the Board is present and willing to act, that Member shall be Chair. If no such Member of the Board be present, or if all the Members of the Board present decline to take the Chair, the members of the Charity present shall choose one of their number to preside.

19.6 The Chair may, with the consent of any 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. No business shall be transacted at an adjourned meeting other than business which might 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 of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

## **19.7 Resolutions**

19.7.1 A resolution put to the vote of the meeting shall be decided on a show of hands, unless before or upon the declaration of the result of the show of hands, a poll is duly demanded.

19.7.2 Subject to the provisions of the 2006 Act, a poll may be demanded by:

19.7.2.1 the Chair, or

19.7.2.2 at least three Members having the right to vote at the meeting, or

19.7.2.3 a Member or Members representing not less than one tenth 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 shall be the same as a demand by the Member.

19.7.3 Unless a poll is duly demanded a declaration by the Chair 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 that resolution.

19.7.4 The demand for a poll may only be withdrawn before the poll is taken with the consent of the Chair.

19.7.5 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.

19.7.6 No poll shall be demanded on the election of a Chair of a meeting, or on any question of adjournment.

19.8 A poll shall be taken at such time and place, and in such manner, as the Chair directs not being more than thirty days after the poll is demanded. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

19.9 The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question on which the poll was demanded.

19.10 A resolution in writing agreed by the Members who would have been entitled to vote upon it had it been proposed at a General Meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and, in the case of an Ordinary Resolution (as defined by the 2006 Act), a simple majority has signified its agreement to the resolution and in the case of a Special Resolution, a 75% majority has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Members have signified their agreement. In the case of a Member that is an organisation, its authorised representative may signify its agreement.

## **20. Votes of Members**

20.1 Subject as hereinafter provided, every Member shall have one vote which may be given either personally or by proxy. A Member may appoint more than one proxy to attend on the same occasion. An Associate Member shall not be entitled to vote.

20.2 Save as herein expressly provided, no Member other than a Member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Charity in respect of membership, shall be entitled to vote either in person or by proxy on any question at any General Meeting.

20.3 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

20.4 The appointment of a proxy shall be executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):

"[Name of Company]

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

Signed on ....."

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

"[Name of Company]

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

This form is to be used in respect of the resolution[s] mentioned below as follows:

Resolution No. 1 \*for \*against

Resolution No. 2 \*for \*against

\* ~~Strike out whichever is not desired.~~

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

Signed on ....."

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

20.6.1 in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting not less than 48 hours before the time for holding the meeting at which the person named in the instrument proposes to vote; or

20.6.2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications in:

20.6.2.1 the notice convening the meeting, or

20.6.2.2 any instrument of proxy sent out by the company in relation to the meeting, or

20.6.2.3 any invitation contained in an electronic communication to appoint a proxy issued by the company in relation to the meeting, it must be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

20.6.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

20.6.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chair 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.

20.7 A vote given or poll demanded by proxy or by the duly authorized representative of a Member which is an organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at:

20.7.1 its registered office, or

20.7.2 at such other place at which the instrument of proxy was duly deposited or,

20.7.3 (where the appointment of the proxy was contained in an electronic communication), at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

## **Board of Trustees**

### **21. Composition of the Board**

21.1 The first Trustees shall be the subscribers to the Memorandum of Association who shall hold office until the conclusion of the first Annual General Meeting.

21.2 The number of the Members of the Board shall never be less than three.

21.3 After the first Annual General Meeting, the Board shall consist of:

21.3.1 the Chair of the Charity elected under Article 22.1 below;

21.3.2 six persons elected by the members at an Annual General Meeting, under the provisions of Article 22 below, or such other number as may be determined in accordance with Article 22.11 below.

21.3.3 persons co-opted under the provisions of Article 22.9 and 22.10 below.

21.4 The senior paid employee of the Charity may at the discretion of the Board have the right to attend, to comment, advise and make recommendations but not to vote at meetings of the Board, and may also have access to information and papers relevant to the business of the Board. Any such staff member shall not be considered a member of the Board as defined in Article 2.

## **22. Appointment of the Board**

22.1 Elections for the Chair and members of the Board appointed in accordance with Article 21.3.1 and 21.3.2 shall take place at the Annual General Meeting at least once every three years. The Annual General Meeting may provide for the rules governing an election if the Board has made no Regulations in accordance with Article 24.4 below.

22.2 The persons elected as Chair and to the Board may serve for three years from the date of their election and are eligible for re-election save that the Chair may serve for a maximum of six consecutive years.

22.3 Persons elected as Chair and to the Board need not be Members of the Charity at the time of their election but will automatically become Members from the time of their election, subject to the provisions of Article 17.

22.4 Any voting member may nominate a person for election as Chair or as a member of the Board. In the event of no nominations being received in advance, nominations may be accepted from the floor at the Annual General Meeting at which voting is to take place. All nominations must be seconded and, if submitted before the meeting, be in writing.

22.5 The Board may nominate a person or persons as Chair or Members of the Board but in this case such nomination must be sent to Members of the Charity at the same time as the notice of the meeting at which voting for the Chair or the Members of the Board is to take place.

22.6 If nominations exceed vacancies, an election shall take place by ballot among the Members of the Charity. The Board will have power to decide whether this ballot should be postal, or held at the meeting called for the purpose, or a combination of the two.

22.7 The Board may appoint persons to fill any casual vacancies which occur during the year amongst the elected Members of the Board, such appointments to terminate at the end of the term for which the original Member was elected.

22.8 The Board may invite any person to attend and speak at its meetings as an adviser or observer but such person shall not be entitled to vote and shall not be considered a member of the Board as defined in Article 2.

22.9 The Board may co-opt any person, whether or not a Member of the Charity, to membership of the Board until the conclusion of the Annual General Meeting next following, provided that the number of co-opted persons shall not exceed one-third of the total number of Members elected under Article 21.

22.10 A person whose co-opted membership of the Board has terminated shall be eligible for co-option again at any time.

22.11 Subject to the provisions of these Articles, the Charity may from time to time at a General Meeting increase the number of Members of the Board and may make the appointments necessary for effecting any such increase.

### **23. Honorary Officers**

23.1 The honorary officers of the Charity shall consist of a Chair, elected by the Members at the Annual General Meeting and such other Honorary Officers (such as a Deputy Chair or Honorary Financial Adviser) elected by the Board as it thinks fit from amongst its own Members.

23.2 Except for the Charity's first Honorary Officers (who shall be, or be appointed by, the first members of the Board until the first Annual General Meeting), all Honorary Officers except the Chair shall be elected at the first Board meeting next following the Annual General Meeting and shall hold office until the conclusion of the Annual General Meeting at which they retire or must seek re-election.



23.3 The Board may appoint persons to fill any casual vacancies for Honorary Officers which occur during the year, such appointments to terminate at the conclusion of the Annual General Meeting next following.

## **24. Powers of the Board**

24.1 The business of the Charity shall be managed by the Board subject to the provisions of the 1985 Act or the 2006 Act, and the Articles and to any directions given by Special Resolution. No alteration of the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.

24.2 The Board may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Charity as it thinks fit.

24.3 A meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.

24.4 The Board shall have power to make, repeal and amend Regulations for any matter concerned with the administration of the affairs of the Charity and in particular for the conduct of meetings, the nomination of Members of the Charity and the Board and the method of election to the Board provided they are not inconsistent with these Articles. Such Regulations, and any repeals and amendments, shall have effect until set aside by the Board or at a General Meeting.

24.5 The Member or Members for the time being of the Board may act notwithstanding any vacancy in their body; but if the number of Members of the Board shall at any time be less than the minimum prescribed by or in accordance with these Articles, they may act as the Board only for the purpose of admitting persons to membership of the Charity, filling vacancies or calling a General Meeting.

## **25. Secretary (*Optional*)**

The Secretary (if any) shall be appointed by the Board for such time, at such remuneration (if any) and upon such conditions as it may think fit. Any Secretary so appointed may be removed by the Board. The Board may

from time to time by Ordinary Resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

## **26. The Seal (*Optional*)**

The common seal of the Charity (if any) shall only be used by the authority of the Board or of a sub-committee of the Board authorised by the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a member of the Board and by the secretary or by a second member of the Board.

## **27. Disqualification and removal of members of the Board**

27.1 The office of a member of the Board shall be vacated if that Member:

27.1.1 ceases to be a Member of the Board by virtue of any provision of the 1985 Act or the 2006 Act or becomes prohibited by law from being a member of the Board; or

27.1.2 becomes bankrupt or makes any arrangement or composition with creditors generally; or

27.1.3 becomes incapable by reason of mental disorder, illness or injury of managing or administering his or her own affairs; or

27.1.4 is disqualified from acting as a trustee by virtue of Section 72 of the Charities Act 1993 or as amended by future legislation; or

27.1.5 resigns as a member of the Board by notice to the Charity; or

27.1.6 fails without reasonable excuse to attend three consecutive meetings of the Board and the Board resolves that the office of that Member be vacated.

27.2 In addition and without prejudice to the provisions of Section 168 of the 2006 Act, the Charity may by Special Resolution remove any member of the Board before the expiration of that Member's period of office.

27.3 The Charity may by an Ordinary Resolution appoint another qualified Member instead; but any person so appointed shall retain office until the end of the calendar year in which he/she was appointed.

## **28. Proceedings of the Board**

28.1 The Board may regulate its proceedings as it thinks fit subject to the provisions of these Articles. It may determine the quorum necessary for the transaction of business, provided that the quorum for meetings of the Board shall never be less than one quarter or three of the members of the Board (whichever is the greater number). Board members may be present for the purposes of forming a quorum if they are present by suitable electronic means agreed by the Board in which a participant or participants may communicate with all the other participants.

28.2 A meeting may be held by suitable electronic means agreed by the Board in which each participant may communicate with all the other participants.

28.3 The Board shall prepare, adopt and regularly review policies on equal opportunity, health and safety, confidentiality, handling complaints, and financial management, and such other policies as recommended from time to time by the federation.

28.4 A member of the Board may, and on the request of a member of the Board the Secretary shall, call a meeting of the Board by giving notice to all members of the Board; but a member of the Board who is absent from the United Kingdom shall not be entitled to notice of a meeting.

28.5 Fourteen days' notice of any meeting of the Board shall be given by the Secretary to all members of the Board save that if any three members of the Board decide that it is necessary to call a meeting of the Board on shorter notice such a meeting may be called on four days' notice.

28.6 The Chair and Deputy Chair of the Charity shall be the Chair and Deputy Chair of the Board respectively. If at any meeting the Chair (or Deputy Chair) is not present within five minutes after the time appointed for the meeting or is unwilling to preside, the members of the Board present shall choose one of their number to be Chair of the meeting.

28.7 Subject to Articles 6.6.5 and 19.12 all members of the Board shall be entitled to vote, and any matters arising shall be determined by a simple majority of those present and voting. In case of an equality of votes the Chair shall have a second or casting vote.

## **28.8 Committees**

28.8.1 The Board may appoint a Finance Committee and such other Special or Standing Committees as it may deem necessary from time to time and shall determine their terms of reference, powers, duration, quorum and membership provided that:

28.8.1.1 no committee appointed under this Article shall be given power to co-opt more than one-quarter of its total membership.

28.8.1.2 no such committee shall have power to spend or commit the assets of the Charity without the prior approval of more than one-half of its members being voting members of the Board.

28.8.1.3 the proceedings of all such committees shall be minuted and reported to the meeting next following of the Board.

28.8.2 The Board shall establish a Committee (called the Liaison Committee or some other appropriate name) to:

28.8.2.1 bring together in discussion those appointed to represent the Charity on other bodies, and representatives of other bodies in membership of the Charity.

28.8.2.2 receive written reports from its members and to conduct its business as determined by the Board in accordance with Article 53 (1) and (3)] and the (Liaison) Committee shall meet at least twice a year, prior to ordinary meetings of the Charity.

28.8.3 Regulations may from time to time determine the number of days' notice of the meetings of any such committees. In the event that the regulations make no provision at all for such notice as aforesaid, fourteen days' notice of any committee meetings shall be given by the secretary of the committee to all members of the committee, save that if any four members of the committee decide that it is necessary to call a committee meeting on shorter notice such a meeting may be called on four days' notice.

28.9 All acts done in good faith by any meeting of the Board or by any committee of the Board, or by any person acting as a member of the Board, shall, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuation in office of any such member or person acting as aforesaid, or that any of them were disqualified from holding office or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and had continued in office and was qualified to be a member of the Board and had been entitled to vote.

29.10 A resolution in writing or electronic form agreed by a simple majority of Members for the time being of the Board or of any committee of the Board who are entitled to receive notice of a meeting of the Board or of such committee shall be as valid and effectual as if it had been passed at a duly convened and constituted meeting of the Board or of such committee (as the case may be) provided:

29.10.1 a copy of the resolution is sent or submitted to all the Trustees eligible to vote; and

29.10.2 a simple majority of trustees has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within a period of 28 days beginning with the circulation date. A resolution in writing may consist of several documents in the like form each signed by one or more members of the Board.

29.11A Trustee must declare the nature and extent of any interest, direct or indirect, which s/he 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. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

## **29.12 Conflict of Interest**

29.12.1 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted trustees may authorise such a conflict of interests where the following conditions apply:

29.12.1.1 the conflicted Trustee is absent from any part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

29.12.1.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and

29.12.1.3 the unconflicted directors consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.

29.12.2 In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a trustee or connected person

## **30. Minutes**

30.1 The Board shall cause proper minutes to be made of:

30.1.1 all appointments of officers made by the Board; and

30.1.2 all proceedings at meetings of the Charity and of the Board and of committees of the Board, including the names of the Members of the Board present at such meetings and the decisions made at the meetings of the Charity and the Board and where appropriate the reasons for such decisions.

30.2 Any such minutes of any meeting, if purporting to be signed by the Chair of that meeting, or by the Chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

## **Accounts and Reports**

### **31. Accounts**

31.1 The Board shall cause proper accounts to be kept, audited and made available to the Members of the Charity in accordance with the provisions of the 1985 Act or the 2006 Act.

31.2 In addition to the above, the honorary financial adviser, or the Chair in the absence of the honorary financial adviser, shall present to each meeting of the Board a written statement of accounts which gives Members a full and fair description of the Charity's financial position.

31.3 Bank or building society accounts shall be opened in the name of the Charity on such terms as the Board shall decide. The Board shall decide which of its Members and staff may sign cheques on behalf of the Charity. Every cheque in excess of £100 must be signed by two persons, one of whom shall be a Member of the Board, unless the Board agrees to vary this sum in which case this variation must be reported to the next following Annual General Meeting.

### **31.4 Records**

31.4.1 The accounting records and other books or documents of the Charity shall be kept at the registered office or at such other place or places as the Board shall think fit, and shall always be open to the inspection of the members of the Board.

31.4.2 No member (other than a member of the Board) shall (as such) have any right of inspecting any of the accounting records and other books or

documents of the Charity except as conferred by statute or authorised by the Board or by the Charity in General Meeting.

## **32. Annual Report and Return and Register of Charities**

32.1 The Trustees must comply with the requirements of the Charities Act 1993 with regard to:

32.1.1 transmission of the statement of account to the Charity;

32.1.2 preparation of an Annual Report and its transmission to the Charity Commission;

32.1.3 preparation of the annual return and its transmission to the Commission

32.2 The Trustees must notify the Charity Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

## **33. Notices**

33.1 Any notice to be given to or by any person pursuant to these Articles:

33.1.1 shall be in writing ; or

33.1.2 shall be given using electronic communications except that a notice calling a meeting of the Board need not be in writing.

33.2 A notice may be served by the Charity upon any member, either personally or by sending it through the post in a prepaid envelope addressed to the registered address of the Member as appearing in the register of Members or by leaving it at that address; or by giving it using electronic communications to the Members' address.

33.3 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.



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

33.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

33.6 Proof that a notice contained in an electronic communication was sent shall be conclusive where the Charity can demonstrate that it was properly addressed and sent in accordance with section 1147 of the 2006 Act.

33.7 A notice shall be deemed to be given:

33.7.1 48 hours after the envelope containing it was posted; or

33.7.2 in the case of an electronic communication, 48 hours after it was sent.

## **34 Indemnity**

34.1 The Charity shall indemnify any Trustee of the Charity against any liability incurred by him or her in that capacity to the extent permitted by sections 232 to 234 of the 2006 Act

34.2 The Charity may indemnify an auditor or independent examiner against any liability incurred by him, her or it:

34.2.1 in defending proceedings(whether civil or criminal) in which judgement is given in his, her or its favour or he, she or it is acquitted; or

34.2.2 in connection with an application under section 1157 of the 2006 Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.