

COMPANY NO. 05245818

THE COMPANIES ACTS 1985 TO 2006

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

ARTICLES OF ASSOCIATION

of

DEPAUL INTERNATIONAL

(adopted by special resolution dated 19 March 2010)¹

¹ Amended by special resolution dated 30 June 2010



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NAME

1 The name of the company is Depaul International, a company limited by guarantee and registered in England and Wales under company number 5245818 (and in these Articles it is called the “Company”)

INTERPRETATION

2 (a) In these Articles the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context

WORDS

MEANINGS

The Act

The Companies Act 1985 including any statutory modification or re enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force

The Articles

These Articles of Association as from time to time altered or added to

The Charities Act 1993

The Charities Act 1993 (as amended by the Charities Act 2006) including any statutory modification or re enactment thereof for the time being in force

The Commission

The Charity Commission for England and Wales

Conflict Situation

A situation in which a Trustee has, or can have, a direct or indirect interest, or a duty, that conflicts, or possibly may conflict, with the interests of, or his duty to, the Company

The Council

The Council of Trustees for the time being of the Company

Depaul Group

The group of Companies comprising the Company and the Depaul Group

	Subsidiaries
The Depaul Group Subsidiaries	Depaul UK, Depaul Ireland, Depaul Northern Ireland, Depaul USA, Depaul Slovensko and Depaul Kharkiv together with all other companies which may at any time be or become subsidiaries of the Company
The Direct Depaul Group Subsidiaries	The Depaul Group Subsidiaries excluding the Indirect Depaul Group Subsidiaries
Friends	Persons admitted to membership by the Council pursuant to Article 21
Group Agreement	The Group Agreement dated 9 December 2009 entered into between the Company and each Direct Depaul Group Subsidiary as may be amended from time to time
Independent Trustees	Trustees who may from time to time be appointed to the Council of Trustees in a general meeting of the Company by a majority in number of the members of the Company entitled to vote in a general meeting, or elected by the Council under Article 61
The Indirect Depaul Group Subsidiaries	Companies which are or become Depaul Group Subsidiaries by being or becoming subsidiaries of other Depaul Group Subsidiaries, but are not themselves parties to the Group Agreement. At the date of the Group Agreement, Depaul Northern Ireland is the only active Indirect Depaul Group Subsidiary as a

	subsidiary of Depaul Ireland
Month	Calendar Month
The Office	The registered office of the Company
Patron	Any individual on whom the Council confers the title of Patron of the Company pursuant to Articles 48 and 76(1)
President	Any individual who is appointed to the office of President pursuant to Article 48
Sponsor Organisations	<p>Such organisations as may from time to time be invited to become Sponsor Organisations of the Company by the Council and which, having accepted, are appointed to that role by the Council</p> <p>Currently they consist of the following charitable organisations</p> <p>The Congregation of the Mission (known as the Vincentian Fathers and Brothers) of Via dei Capasso 30, 00164 Roma, Italy,</p> <p>The Daughters of Charity of St Vincent de Paul of 140 rue du Bac, 75340 Paris, France,</p> <p>The Executive Board of the Association Internationale des Charités of Rampe des Ardennais 23, B-1348 Louvain-La-Neuve, Belgium, and</p> <p>The International Confederation of the Society of St Vincent de Paul, International General Council, of 6 rue de Londres, 75009 Paris, France</p>

The Seal	The Common Seal of the Company
The Secretary	The secretary of the Company
Trustees	The trustees of the Company as defined by section 97 of the Charities Act 1993
The United Kingdom	Great Britain and Northern Ireland
Vice-President	Any individual who is appointed to the office of Vice-President pursuant to Article 48
In Writing	Written, printed or lithographed, or produced partly by one and partly another method, and any other modes of representing or reproducing words in a visible form

- (b) Words importing the singular number only shall include the plural number and vice versa
- (c) Words importing the masculine gender only shall include the feminine gender
- (d) Words importing persons shall include corporations
- (e) Unless the context otherwise requires, words or expressions contained in these Articles have the same meaning as in the Act but excluding any statutory modification not in force when this constitution becomes binding on the Company
- (f) 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 The Company is established for the purposes expressed in these Articles and the number of members with which the Company proposes to be registered shall not exceed 30 nor be less than five but the Company may from time to time register an increase in numbers

OBJECTS

4 The objects of the Company are

- (a) the relief of poverty, homelessness and financial hardship,
- (b) the advancement of education, and
- (c) such other exclusively charitable objects or exclusively charitable purposes as the Trustees may from time to time decide can usefully be pursued for the public benefit,

nationally and internationally and by such exclusively charitable means as the Trustees may determine (the "Objects")

POWERS

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

- (a) to promote or carry out research and development work into any aspect of the objects of the Company and to disseminate the useful results of such research,
- (b) to arrange and provide for, or to join in arranging and providing for, the holding of meetings, lectures, training courses, seminars and conferences,
- (c) to provide advice,
- (d) to publish or distribute information,
- (e) to co-operate with other bodies,
- (f) to support, administer or set up other charities and undertake and execute charitable trusts,
- (g) to make grants or loans of money and to give guarantees,
- (h) to raise funds (but not by means of taxable trading),
- (i) to take and accept any gift of money property or other assets whether subject to any special trusts or not,
- (j) to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993),
- (k) to acquire or hire property rights or privileges of any kind and to construct restore improve maintain and alter such property,
- (l) to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993),
- (m) to pay any rent and other outgoings and expenses and execute and do all such other instruments acts and things as may be requisite in connection with the use maintenance upkeep expansion alteration or improvement of such property,
- (n) to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Company,
- (o) to set aside funds for special purposes or as reserves against future expenditure,
- (p) to draw make accept endorse discount negotiate execute and issue promissory notes bills cheques and other instruments and to operate bank accounts,

- (q) to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification),
- (r) to delegate the management of investments to a financial expert, but only on terms that
 - (i) the investment policy is set down in writing for the financial expert by the Trustees,
 - (ii) every transaction is reported promptly to the Trustees,
 - (iii) the performance of the investments is reviewed regularly with the Trustees,
 - (iv) the Trustees are entitled to cancel the delegation arrangement at any time,
 - (v) the investment policy and the delegation arrangement are reviewed at least once a year,
 - (vi) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt,
 - (vii) the financial expert must not do anything outside the powers of the Trustees,
- (s) to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required,
- (t) to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required,
- (u) to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,
- (v) subject to Articles 6 to 10 (*Benefits to Members and Trustees*), to employ paid or unpaid agents, staff or advisers,
- (w) to provide and contribute to superannuation or pension funds for the officers and servants of the Company or any of them or otherwise to assist such officers and servants their widows and children,
- (x) to enter into contracts to provide services to or on behalf of other bodies,
- (y) to arrange for the amalgamation of the Company with any charitable organisation the purposes of which in their opinion are similar to the purposes of the Company either alone or as amalgamated,

- (z) to establish subsidiary companies to assist or act as agents for the Company,
- (aa) to pay the reasonable and proper costs of forming and administering the Company,
- (bb) to do anything else within the law which promotes or helps to promote the Objects

BENEFITS TO MEMBERS AND TRUSTEES

6 The property and funds of the Company must be used only for promoting the Objects and do not belong to the members of the Company but

- (a) members (including Trustees) may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied provided that no more than one half of the Trustees are subject to such a contract in any financial year,
- (b) members (including Trustees) may be paid interest at a reasonable rate on money lent to the Company, and
- (c) members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Company

7 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except

- (a) as mentioned in Articles 5(u), 6 or 8,
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company,
- (c) an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings),
- (d) payment to any company in which a Trustee has no more than a 1% shareholding,
- (e) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)

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

- (a) the goods or services are actually required by the Company,
- (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 9,
- (c) no more than one half of the Trustees are subject to such a contract in any financial year

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

- (a) declare an interest at or before discussion begins on the matter,
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information,
- (c) not be counted in the quorum for that part of the meeting,
- (d) withdraw during the vote and have no vote on the matter

10 Articles 6 to 10 (*Benefits to Members and Trustees*) may not be amended without the prior written consent of the Commission

LIMITED LIABILITY

11 The liability of members is limited

GUARANTEE

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

DISSOLUTION

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

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,
- (b) directly for the Objects or charitable purposes within or similar to the Objects,
- (c) in such other manner consistent with charitable status as the Commission approves in writing in advance

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

MEMBERS AND MEMBERSHIP

15 Membership of the Company shall consist of

- (a) such single representatives of Sponsor Organisations (who may also be appointed as Trustees) as may from time to time be appointed by such Sponsor Organisations,
- (b) any other persons or organisations who apply to the Council in such form as the Council may from time to time specify and who have been approved by the Council, including the Independent Trustees for so long as they are Trustees, and
- (c) such other persons as may from time to time be appointed by the members in general meeting of the Company

- 16 The rights of a member shall not be transferable or transmissible
- 17 Every member of the Company shall either sign a written application or consent in writing to become a member or sign the Register of Members on becoming a member
- 18 The Secretary shall keep an accurate Register of Members of the Company
- 19 A member shall cease to be a member of the Company if
- (a) the member dies or if it is an organisation, ceases to exist,
 - (b) the member gives notice in writing to the Secretary of his resignation,
 - (c) any sum due from the member to the Company is not paid in full within six months of it falling due,
 - (d) the member fails to attend, or respond to invitations to attend, two successive general meetings, and the Council so resolve,
 - (e) the member's appointment is revoked by the Sponsor Organisation appointing him and written notification of the revocation is given by such Sponsor Organisation to the Company,
 - (f) the member is removed from membership by a resolution of the Council that it is in the best interests of the Company that his membership is terminated A resolution to remove a member from membership may only be passed if
 - (i) the member has been given at least twenty-one days' notice in writing of the meeting of the Council at which the resolution will be proposed and the reasons why it is to be proposed,
 - (ii) the member or, at the option of the member, the member's representative (who need not be a member of the Company) has been allowed to make representations to the meeting,

provided that the number of members shall not fall below five and persons ceasing to be members shall remain liable for any moneys due, or which may become due, by them to the Company under these Articles

20 Subject to the right of Sponsor Organisations to appoint their representatives as members, the sole right of admission to membership shall be vested in the Council who may without showing cause refuse to admit any person as a member of the Company In the event, however, that a prospective member, who has complied with all the requirements both of these Articles and of any rules made by the Company from time to time in respect of its membership, is aggrieved at a refusal by the Council to admit him or her to membership the matter may be considered in general meeting and a special resolution passed at such meeting to the effect that the Council shall be obliged to reconsider its refusal, whereupon the Council shall review its decision

21 The Council may provide for the admission of such persons as they think fit to be Friends of the Company and for the rights, duties and liabilities (if any) of such Friends

Such persons shall not, by virtue only of having been admitted as Friends, become members of the Company Accordingly they may, if invited, attend but shall not have the right to speak or vote at general meetings

PROCEEDINGS AT GENERAL MEETINGS.

22 All business shall be deemed special that is transacted at a general meeting with the exception of the consideration of the accounts, balance sheets, and the reports of the Council and Auditors, the election of Trustees in the place of those retiring and the appointment of, and the fixing of the remuneration of Auditors

23 Members are entitled to attend general meetings personally General meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights

24 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted

25 A general meeting may be called at any time by the Trustees

26 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business, save as herein otherwise provided, the quorum necessary for the transaction of business at any general meeting shall be two members or one-half of the members entitled to vote in general meetings, whichever is greater

27 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Council may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum

28 The Chair of the Council shall preside as Chair at every general meeting of the Company or if there is no such Chair or if he or she shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the Trustees present shall elect one of their number to be Chair of the meeting

29 If at any meeting no Trustee is willing to act as Chair or if no Trustee is present within fifteen minutes after the time appointed for the holding of the meeting the members present shall choose one of their number to be Chair of the meeting

30 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, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting

31 Except where otherwise provided by the Act or these Articles, every issue is decided by a majority of the votes cast

32 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded

- (a) by the Chair, or
- (b) by at least three members present in person or by proxy, or
- (c) by a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all members having the right to vote on the resolution

Unless a poll be so demanded, a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number of proportions of the votes recorded in favour of or against such resolution

33 (a) A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chair

(b) 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

34 Except as provided in Article 31, if a poll is duly demanded it shall be taken in such manner as the Chair directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

35 A poll demanded on the election of a Chair, or on the adjournment of the meeting, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chair of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll

WRITTEN RESOLUTIONS

36 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible member and a simple majority (or in the case of a special resolution a majority not less than 75%) of members has signified its agreement to the resolution in an authenticated document which has been received at the 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

VOTES OF MEMBERS

37 Every member shall have one vote 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

38 Each member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company

39 The instrument appointing a proxy shall be in writing under the hands of the appointer or of his attorney duly authorised in writing, or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised A proxy need not be a member of the Company

40 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting not less than

- (a) in the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting or adjourned meeting,
- (b) in the case of a poll taken more than 48 hours after it was demanded, 24 hours before the time appointed for the taking of the poll,
- (c) in the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded,

and in default the instrument of proxy shall not be treated as valid

41 Unless otherwise indicated in the notice of the general meeting for which the proxy is being appointed, an instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit

“DEPAUL INTERNATIONAL

I/We, _____ of _____ in the County of _____ being a member/members of the above-named Company hereby appoint _____ of _____ or failing him, _____ of _____ as my/our proxy to vote for me/us on my/our behalf at the General Meeting of the Company to be held on the ____ day of _____ 20__, and at any adjournment thereof

Signed this ____ day of _____ 20__ ”

42 Where it is desired to afford members an opportunity of voting for or against a resolution in the instrument appointing a proxy, such instrument shall be in the following form or a form as near thereto as circumstances admit

“DEPAUL INTERNATIONAL

I/We, _____ of _____ in the County of _____ being a member/members of the above-named Company hereby appoint _____ of _____ or failing him, _____ of _____ as my/our proxy to vote for me/us on my/our behalf on the resolution(s) listed (and as indicated) below at the General Meeting of the Company to be held on the ____ day of _____ 20__, and at any adjournment thereof

Signed this ____ day of _____ 20__

Resolution: _____.

[In favour of] [Against] [Vote withheld] [Unless otherwise instructed, the proxy will vote as he thinks fit]* ”

*Strike out whichever are not desired

43 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll

44 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given

45 A notice revoking a proxy appointment only takes effect if it is deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting not less than

- (a) in the case of a meeting or adjourned meeting, 48 hours before the time for holding the meeting or adjourned meeting,
- (b) in the case of a poll taken more than 48 hours after it was demanded, 24 hours before the time appointed for the taking of the poll,
- (c) in the case of a poll taken not more than 48 hours after it was demanded, the time at which it was demanded

46 A member in respect of whom an order has been made by a court or official having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised for that purpose appointed by that court or official That receiver, curator bonis or other person may, on a show of hands or on a poll, vote by proxy The right to vote shall be exercisable only if evidence satisfactory to the Council of the authority of the person claiming to exercise the right to vote has been delivered to the Office, or another place specified in accordance with these Articles for the delivery of proxy appointments, within the time limits prescribed by Article 40

ORGANISATIONS ACTING BY REPRESENTATIVES AT MEETINGS

47 Any organisation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company The person so authorised by the organisation shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual member of the Company provided that the organisation gives prior written notice to the Company of the name of its representative

HONORARY OFFICERS

48 It shall be lawful for the Company in general meetings to provide for the creation of the office of President and (one or more) Vice-Presidents and Patrons of the Company, for the admission and retirement of persons to such offices or body as for the powers, rights, duties and liabilities (if any) of such persons or body but so that such persons shall not by virtue only of having been admitted to the Honorary Officers be members of the Company and that such rights shall not include a right to speak or vote at general meetings or meetings of the Council

COUNCIL OF TRUSTEES

49 The Council of Trustees shall consist of no fewer than five nor more than 21 Trustees comprising

- (a) such single representatives of Sponsor Organisations (who may also be appointed as members of the Company) as may from time to time be appointed by such Sponsor Organisations,

- (b) chairs of Direct Depaul Group Subsidiaries, and
- (c) any Independent Trustees

TRUSTEES' POWERS TO AUTHORISE CONFLICTS OF INTEREST

50 Subject to Article 51, the Trustees may, in accordance with the requirements set out in Articles 52 to 56, authorise any matter proposed to them by any Trustee which would, if not authorised, involve the Trustee breaching his duty under section 175 of the Companies Act 2006 to avoid a Conflict Situation

51 Without prejudice to Articles 6 to 10 (*Benefits to Members and Trustees*), Article 50 shall not permit the Trustees to authorise a Conflict Situation that involves a direct or indirect benefit of any kind to the Trustee concerned or a connected person (as defined in the Charities Act 1993) except where such benefit is permitted by and subject to the conditions in sections 73A to 73C of the Charities Act 1993

52 Any authorisation of a Conflict Situation pursuant to the power contained in Article 50 will be effective only if

- (a) the matter in question shall have been proposed by any Trustee for consideration at a meeting of the Trustees in the same way that any other matter may be proposed to the Trustees under the provisions of these Articles or in such other manner as the Trustees may determine,
- (b) any requirement as to the quorum at the meeting of the Trustees at which the matter is considered is met without counting the Trustee in question, and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted

53 Any authorisation of a Conflict Situation under Articles 50 to 56 may (whether at the time of giving the authorisation or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict Situation so authorised,
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the Trustees may determine,
- (c) be terminated or varied by the Trustees at any time

This will not affect anything done by the Trustee prior to such termination or variation in accordance with the terms of the authorisation

54 In authorising a Conflict Situation the Trustees may decide (whether at the time of giving the authorisation or subsequently) that if a Trustee has obtained any information through his involvement in the Conflict Situation otherwise than as a Trustee of the Company and in respect of which he owes a duty of confidentiality to another person the Trustee is under no obligation to

- (a) disclose such information to the Trustees or to any Trustee or other officer or employee of the Company,
- (b) use or apply any such information in performing his duties as a Trustee,

where to do so would amount to a breach of that confidence

55 Where the Trustees authorise a Conflict Situation they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the Trustee

- (a) is excluded from discussions (whether at meetings of the Trustees or otherwise) related to the Conflict Situation,
- (b) is not given any documents or other information relating to the Conflict Situation,
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of the Trustees in relation to any resolution relating to the Conflict Situation

56 Where the Trustees authorise a Conflict Situation

- (a) the Trustee will be obliged to conduct himself in accordance with any terms imposed by the Trustees in relation to the Conflict Situation,
- (b) the Trustee will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the Trustees impose in respect of its authorisation

BORROWING POWERS

57 The Council may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property whether real or personal (including Deeds of Covenant entered into with the Company) or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

DISQUALIFICATION OF TRUSTEES

58 The office of Trustee shall be vacated in the following circumstances

- (a) if a Trustee becomes bankrupt or makes any arrangement or composition with his creditors generally,
- (b) if a Trustee ceases to be or is prohibited from being a Trustee of the Council by virtue of any provision of the Act relating to the disqualification of directors or is prohibited by law from being a director,
- (c) if a Trustee becomes of unsound mind,
- (d) if a Trustee resigns his office by notice in writing to the Company (but only if at least five Trustees will remain in office when the notice of resignation is to take effect),

- (e) if a Trustee is convicted of any criminal proceedings (other than under the Road Traffic Act),
- (f) if a Trustee has been absent without leave of the other Trustees for more than three consecutive meetings of the Council,
- (g) if a Trustee undertakes an activity or so conducts himself in such a way as in the unanimous opinion of all the other Trustees, the interests of the Company would be prejudiced,
- (h) if a Trustee undertakes an activity or so conducts himself in such a way as in the opinion of the majority of the members, the interests of the Company would be prejudiced,
- (i) if a Sponsor Organisation, in consultation with the Chair, notifies the Company of the withdrawal of its approval of any Trustee appointed by it, and following receipt of such notification from the concerned Sponsor Organisation, the Trustee appointed shall tender his resignation as a Trustee, or
- (j) if a Trustee is disqualified from acting as a trustee by virtue of Section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision),

provided that neither paragraph (vi) nor paragraph (vii) above shall take effect until the Chair shall have served notice on the Trustee concerned

ROTATION OF TRUSTEES

59 The rotation of Trustees is governed by the Group Agreement

60 No person shall, unless recommended by the Council, be eligible for election to the office of Trustee at any general meeting, unless, not less than three or more than twenty one days before the date appointed for the meeting, there shall have been left at the Office notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected

61 In addition to, but not by way of derogation from the powers of appointing Trustees vested in Sponsor Organisations, the Council shall also have power, at any time and from time to time, to elect any person either to fill a vacancy or as an addition to the existing Trustees, but so that the total number of Trustees shall not at any time exceed the number fixed in accordance with these Articles, and any Trustee so appointed shall hold office until he is removed in accordance with Article 58

PROCEEDINGS OF COUNCIL OF TRUSTEES

62 The Trustees must hold at least two meetings each year

63 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

64 The Trustees may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit and otherwise in accordance with these Articles Every Trustee has one vote on each issue Questions arising at any meeting shall be decided by a majority of votes In the case of an equality of votes, the Chair shall be entitled to a casting vote

65 A Trustee may, and the Secretary on the requisition of a Trustee shall, at any time summon a meeting of the Council Notice of such a meeting shall be given in accordance with Articles 83 to 88

66 The quorum necessary for the transaction of the business of the Council shall be three Trustees or one third of the Trustees, whichever is the greater

67 The continuing Trustees may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Council, the continuing Trustees or Trustee may act for the purpose of increasing the number of Trustees to that number or of summoning a general meeting, but for no other purpose

68 (a) The Council shall elect a Chair and a Vice-Chair of their meeting and determine the period for which they are to hold office, but, if at any time there is no Chair or Vice-Chair present within fifteen minutes after the time appointed for holding any meeting the Trustees present may choose one of their number to be the Chair of the meeting The Council shall also elect a Treasurer of the Company

(b) The Chair and Vice-Chair elected by the Council under the provisions of Article 68(a) shall be ex officio members of all executive committees, sub-committees and branch management committees

69 The Council from time to time may appoint one or more of its Trustees and if necessary such other persons as it shall think fit to form a committee or committees for discharging in such manner and subject to such rules as the Council prescribes such of the functions of the Council in writing as relate to the day to day administration and management of the Company provided that all acts and proceedings of any such committee shall be reported in due course to the Council and recorded in the minute books

70 The Council from time to time may appoint such of its Trustees and if necessary such other persons as it thinks fit to form a sub-committee or sub-committees and may delegate to any such sub-committee subject to such rules as the Council prescribes in writing the exercise of all or any of the duties, powers and discretions of the Council provided that all acts and proceedings of any such sub-committee shall be reported as soon as possible to the Council

71 All acts done by any meeting of the Council or of any committee of Trustees shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every other person had been duly appointed and was qualified to be a Trustee or member of a committee of Trustees

72 (a) A resolution in writing agreed by a simple majority of all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees and to vote upon

the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held provided that

- (i) a copy of the resolution is sent or submitted to all the Trustees eligible to vote, and
 - (ii) a simple majority of Trustees has signified its agreement to the resolution in an authenticated document or documents which are received at the Office within the period of 28 days beginning with the circulation date
- (b) The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement

POWERS AND DUTIES OF TRUSTEES

73 The business of the Company shall be managed by the Council, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act, these Articles, or any special resolution required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulations being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Council which would have been valid if that regulation has not been made

74 The Council shall not be bound in any case to act personally but shall be at full liberty to employ any agent or servant or transact all or any business whatever nature required to be done in furthering the purposes of the Company and shall be entitled to be allowed and paid all out of pocket charges and expenses incurred by them in the administration thereof provided that all undertakings of such agents and servants are reported back to the Council as soon as possible

75 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Council shall from time to time by resolution determine

76 The Trustees have the following powers in the administration of the Company

- (a) to appoint (and remove) any person (who may be a Trustee) to act as Secretary to the Company in accordance with the Act,
- (b) to appoint a Chair, Treasurer and other honorary officers from among their number,
- (c) to delegate any of their functions to committees consisting of two or more individuals appointed by them in accordance with Article 69 and sub-committees in accordance with Article 70,
- (d) to make Standing Orders consistent with these Articles and the Act to govern proceedings at general meetings,

- (e) to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees,
- (f) to make regulations consistent with these Articles and the Act to govern the administration of the Company and the use of its seal (if any),
- (g) to establish procedures to assist the resolution of disputes within the Company,
- (h) to exercise any powers of the Company which are not reserved to a general meeting, and
- (i) to confer upon any individual the title of Patron

BRANCHES

- 77 (a) The Council may authorise the formation of branches of the Company at any place approved by it (each a "Branch")
- (b) Branches shall consist of at least three persons authorised in writing by the Council to constitute themselves as a Branch to undertake all or any of the objects of the Company in the Branch area in conformity with the model rules for branches prescribed by the Council with such variations as the Council may prescribe or approve from time to time ("the Rules") provided that no variation of the Rules either generally or in any particular case shall permit or purport to permit any Branch to do anything that would not be competent for the Company or the Council to do lawfully within the Company's objects and provided that every Branch shall itself be in charitable form and that the Council shall not prescribe or approve any variation in the Rules which would cause any Branch to cease to be a charity at law
 - (c) The Company may charge and Branches shall pay to the Treasurer of the Company on their formation and thereafter annually such administration fees as shall be determined by the Council from time to time
 - (d) The Council may in relation to any Branch from time to time
 - (i) limit the area or scope within which its work is to be done, and/or
 - (ii) by written direction at any time dismiss all or any of the members for the time being of a Branch (including but not limited to its officers, managers or directors) and appoint persons (being members of the Company or otherwise) in the place of all or any of the member or members so dismissed
 - (e) The Council may by resolution duly proposed and passed by a majority of not less than two-thirds of its Trustees present and voting at a Council meeting dissolve a Branch and assume and carry on such of the activities of any such Branch as it shall in its discretion determine

SECRETARY

- 78 Subject to the provisions of the Act, the Trustees may decide from time to time whether the company should have a secretary and, if they so decide, the Secretary shall be appointed by the Trustees for such term, at such remuneration and upon such conditions as

they may think fit, and any Secretary so appointed may be removed by them. In these Articles references to the Secretary shall be construed accordingly.

THE SEAL

79 If the Company has a seal it must only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

MINUTES

80 The Trustees must keep minutes of all

- (a) appointments of officers, Friends and Honorary Officers made by the Council,
- (b) proceedings at meetings of the Company,
- (c) meetings of the Trustees and committees or sub-committees of Trustees including
 - (i) the names of the Trustees present at the meeting,
 - (ii) the decisions made at the meetings, and
 - (iii) where appropriate, the reasons for the decisions

ACCOUNTS

- 81 (a) The Trustees must prepare for each financial year accounts as required by the Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- (b) The Trustees must keep accounting records as required by the Act.

ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES

- 82 (a) The Trustees must comply with the requirements of the Charities Act 1993 with regard to
- (i) the transmission of the statements of account to the Company,
 - (ii) the preparation of an Annual Report and its transmission to the Commission,
 - (iii) the preparation of an Annual Return and its transmission to the Commission
- (b) The Trustee must notify the Commission promptly of any changes to the charity's entry on the Central Register of Charities.

NOTICES

83 In these Articles 83 to 88

- (a) "notice" includes any invoice or document being served,

- (b) “relevant address” in the case of the Company means the address of its Office, in the case of a member the address registered with the Company of that member (provided that, if a member does not register an address with the Company, that member shall not be entitled to receive notices from the Company) and, in the case of any other person including Trustees and officers, such address as they may have notified in writing to the Company or (if none) their last known address,
- (c) “electronic communication” includes transmission by facsimile or e-mail, and
- (d) “working days” exclude weekends and public holidays in the territory in which the relevant address is situated

84 Any notice to be given by or to any person under these Articles

- (a) must be in writing, or
- (b) must be given using electronic communication

85 Any notice may be served

- (a) in the case of an individual personally,
- (b) by sending it by post in a prepaid envelope addressed to the party to be served at the relevant address,
- (c) by leaving it at the relevant address, or
- (d) by electronic communication to the relevant address

86 A member present in person or by duly authorised representative or proxy at any meeting of the Company shall be deemed to have received notice of that meeting and of the purposes for which it was called

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

88 A notice shall be deemed to be given

- (a) in the case of delivery by hand, at the time it was given to an addressee who is an individual personally or left at the relevant address,
- (b) in the case of postal delivery from within the United Kingdom or Republic of Ireland to a relevant address within the United Kingdom or Republic of Ireland, on the second working day after the envelope containing it was posted,
- (c) in the case of postal delivery otherwise than from within the United Kingdom or Republic of Ireland to a relevant address within the United Kingdom or Republic of Ireland, on the tenth working day after the envelope containing it was posted, and
- (d) in the case of electronic communication, one working day after it was sent

INDEMNITY²

89 The Company may indemnify a relevant Trustee against any liability incurred by him or her or it in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006

In this Article a 'relevant Trustee' means any Trustee or former Trustee of the Company

90 The Company may indemnify an auditor against any liability incurred by him or her or it

- (a) in defending proceedings (whether civil or criminal) in which judgement is given in his or her or its favour or he or she or it is acquitted, or
- (b) in connection with an application under section 1157 of the Companies Act 2006 (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

² Articles 89 and 90 were adopted by the Company by special resolution on 30 June 2010