

COMPANY NUMBER: 05615995

CHARITY NUMBER: 1128354



THE BRAIN TUMOUR CHARITY

("the Company")

Minutes of a meeting of the board of trustees of the Company held on [23] November 2012
at [1:30 am/pm]

1 Purpose of agenda item

- 1 1 The Chairperson reported that the meeting had been convened to consider and, if thought fit, approve and authorise certain transactions and matters relating to the Company, and to authorise certain individuals to approve, negotiate, execute, sign and deliver the related documentation
- 1 2 It was reported that the transactions to be considered related to the change of membership of the Company whereby TBTF, a charitable company limited by guarantee, becomes the sole member of the Company with effect from 23 November 2012 (the "Completion Date") (the "Merger")

2. Disclosure of interests

- 2 1 It was noted that no trustees had any interests in the matters to be dealt with at the meeting which it was necessary to disclose pursuant to section 177 of the Companies Act 2006 and/or the Articles of Association of the Company

3. Documents presented

- 3 1 Drafts of the following documents were presented to the meeting as follows

3 1 1 application for membership,

3 1 2 resignations of five trustees,

3 1 3 resignation of members

(together the "Documents")

- 3 2 Each of the Documents was noted

4. Approvals

The trustees considered the terms of the Documents After due and careful consideration IT WAS RESOLVED

- 4 1 to accept the resignations of four current trustees as directors and trustees of the Company with effect from Completion, those trustees being Gavin St Pier, Shirley Barnfield, Aidan Lisser and Lady Alison Bridget Wakeham,

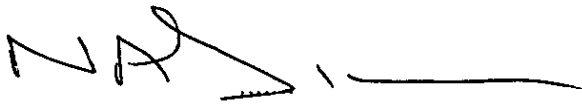
4 2 to accept the resignation of the current members of the Company with effect from Completion, and

4 3 that it was in the best interests of the Company to admit TBTF as the sole corporate member of the Company

5. Written Resolution

It was noted that the current members of the Company, following the resignations referred to in 4 2 above, passed a written resolution to amend the Articles of the Company to allow admission of TBTF as the sole member Thereafter the board admitted TBTF as the sole member

6. The Company Secretary is to update the register of members and directors and make filings at Companies House and the Charity Commission

A handwritten signature in black ink, appearing to be 'NAD', followed by a long horizontal line.

Chairperson

The Companies Acts 1985 to 2006 Company Limited by Guarantee and Not
Having a Share Capital

Memorandum
and
Articles of Association
of
The Brain Tumour Charity

The Companies Acts 1985 to 2006 Company Limited by
Guarantee and not Having a Share Capital

**Memorandum of Association
of
The Brain Tumour Charity**

Name

- 1 The name of the company is The Brain Tumour Charity. In this Memorandum and the company's Articles of Association it is called the "Charity"

Registered office

- 2 The registered office of the Charity is to be situated in England and Wales

Objects

- 3 The objects of the Charity are
- 3 1 To promote research into the causes and treatment of brain cancer with particular reference to childhood brain tumours on terms that the results of such research are published, and
- 3 2 the relief of sufferers of brain cancer by providing support services to them and their families

Powers

- 4 To further its objects the Charity may
- 4 1 provide and assist in the provision of money, materials or other help,
- 4 2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities,
- 4 3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media,
- 4 4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available,
- 4 5 provide or procure the provision of counselling and guidance,
- 4 6 provide or procure the provision of advice,
- 4 7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions and the development and implementation of appropriate policies,

including (but not limited to) in relation to raising public awareness of brain cancer and related subjects, provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English and Welsh charity may properly undertake,

- 4 8 enter into contracts to provide services to or on behalf of other bodies,
- 4 9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities,
- 4 10 subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit,
- 4 11 subject to any consent required by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds,
- 4 12 set aside funds for special purposes or as reserves against future expenditure,
- 4 13 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property,
- 4 14 delegate the management of investments to a financial expert or experts provided that
 - 4 14 1 the investment policy is set down in writing for the financial expert or experts by the Trustees,
 - 4 14 2 every transaction is reported promptly to the Trustees,
 - 4 14 3 the performance of the investments is reviewed regularly by the Trustees,
 - 4 14 4 the Trustees are entitled to cancel the delegation arrangement at any time,
 - 4 14 5 the investment policy and the delegation arrangements are reviewed at least once a year,
 - 4 14 6 all payments due to the financial expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and
 - 4 14 7 the financial expert or experts may not do anything outside the powers of the Trustees,
- 4 15 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (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 or experts acting under their instructions and pay any reasonable fee required,
- 4 16 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company,

- 4 17 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments,
- 4 18 subject to the restriction in clause 4 20 raise funds by way of subscription, donation or otherwise,
- 4 19 accept (or disclaim) gifts of money and any other property,
- 4 20 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits,
- 4 21 incorporate subsidiary companies to carry on any trade,
- 4 22 subject to clause 5
 - 4 22 1 engage and pay employees, consultants and professional or other advisers, and
 - 4 22 2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants,
- 4 23 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes,
- 4 24 become a member, associate or affiliate of or act as Trustee or appoint Trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects),
- 4 25 undertake and execute charitable trusts,
- 4 26 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity,
- 4 27 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them,
- 4 28 pay out of the funds of the Charity the costs of forming and registering the Charity,
- 4 29 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity,
- 4 30 provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity, including without limitation any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of

4 30 1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not,

4 30 2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her, or

4 30 3 in relation to any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation,

and

4 31 do all such other lawful things as shall further the Charity's objects

Limitation on private benefits

4 32 The income and property of the Charity shall be applied solely towards the promotion of its objects

4 33 Except as provided below no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of benefit to the members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity This shall not prevent any payment in good faith by the Charity of

4 33 1 any payments made to any member, Trustee or Connected Person in their capacity as a beneficiary of the Charity,

4 33 2 reasonable and proper out of pocket expenses of the Trustees,

4 33 3 reasonable and proper remuneration to any Trustee for any goods or services supplied to the Charity where that is permitted in accordance with, and subject to the conditions in, section 73 of the Charities Act 1993

- 4 33 4 reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Charity (including services performed under a contract of employment with the Charity) provided that
- (a) if such person is a Connected Person the procedure described in Article 63 of the Articles (Conflicts of Interest) must be followed by relevant Trustee in relation to any decisions regarding such Connected Person, and
 - (b) this provision together with clause 4 33 3 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee),
- 4 33 5 interest on money lent by any member, Trustee or Connected Person at a reasonable and proper rate,
- 4 33 6 any reasonable and proper rent for premises let by any member, Trustee or Connected Person,
- 4 33 7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4 30 of this Memorandum,
- 4 33 8 any payments made to any Trustee or officer under the indemnity provisions set out at Article 81,
- 4 34 The restrictions on benefits and remuneration conferred on members of the Charity and on the Trustees by clause 4 33 of this Memorandum and the exceptions to such restrictions in clauses 4 33 1 to 4 33 8 inclusive of this Memorandum shall apply equally to benefits and remuneration conferred on members of the Charity and on the Trustees by any Subsidiary Company, and for this purpose references to the charity in clauses 4 33 3 and 4 33 4 shall be treated as references to the Subsidiary Company and references to a Trustee in 4 33 3 shall be treated as references to a director of the Subsidiary Company
- 4 35 For any transaction authorised by clause 4,33, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of clause 4 33 have been complied with

Limited liability

- 5 The liability of the members is limited
- 6 Every member of the Charity undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during his or her membership or within one year afterwards
- 6 1 1 for payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member,
 - 6 1 2 for the costs, charges and expenses of winding up,

6 1 3 for the adjustment of the rights of the contributories among themselves

Winding up

- 7 If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity, but must be given to some other institution or institutions with similar objects which is or are regarded as charitable under the law of every part of the United Kingdom. The institution or institutions to benefit shall be chosen by the Trustees at or before the time of winding up or dissolution.

Definitions

- 8 Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Charity unless the context otherwise requires.

Articles of Association

of

The Brain Tumour Charity

Interpretation

- 1 In these Articles and the Memorandum the following terms shall have the following meanings

Term	Meaning
1.1 "address"	includes a number or address used for the purposes of sending or receiving documents by electronic means,
1.2 "annual retirement meeting"	has the meaning given to it in Article 9,
1.3 "Articles"	these Articles of Association of the Charity,
1.4 "Charity"	The Brain Tumour Charity,
1.5 "circulation date"	in relation to a written resolution, has the meaning given to it in the Companies Acts,
1.6 "clear days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,
1.7 "Companies Acts"	has the meaning given to it in section 2 of the Companies Act 2006,
1.8 "Connected Person"	any person falling within one of the following categories and where payment to that person might result in the Trustee obtaining benefit (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, or (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship, or (c) any company or firm of which a Trustee is a paid director, partner or employee, or shareholder holding more than 1% of the capital,

- 1 9 **"electronic form" and "electronic means"** have the meanings respectively given to them in the Companies Act 2006,
- 1 10 **"financial expert"** an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000,
- 1 11 **"hard copy" and "hard form"** have the meanings respectively given to them in the copy Companies Act 2006,
- 1 12 **"Hour"** any full period of an hour but not including any part of a day that is a Saturday, Sunday or Bank Holiday in England,
- 1 13 **"Memorandum"** the Memorandum of Association of the Charity,
- 1 14 **"Secretary"** the secretary of the Charity (if any),
- 1 15 **"Subsidiary Company"** any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company, and
- 1 16 **"Trustee" and "Trustees"** the Trustee and Trustees as defined in the Companies Acts

2 In these Articles and the Memorandum

- 2 1 Subject to Article 2 2, any reference in these Articles or the Memorandum to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it
- 2 2 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles became binding on the Charity,
- 2 3 The provisions of the Memorandum to the extent that they could have been contained in the Articles shall take effect as though repeated in the Articles

Members

- 3 The sole member of the Charity shall be TBTF, a company limited by guarantee (Company No 8266522) The member stops being a member if it ceases to exist, whereupon the Trustees shall automatically become the members Membership shall not be transferable

Associate Members

- 4 The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the

obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make provided that no such associate members shall be members of the Charity for the purposes of the Articles or the Companies Acts

Patrons

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

Trustees

Number of Trustees

- 6 There shall be at least three Trustees

Appointment, retirement, removal and disqualification of Trustees

- 7 Trustees shall be appointed by resolution of the Trustees
- 8 Each Trustee shall retire from office at the third annual retirement meeting following the commencement of his or her term of office. The retirement takes effect at the conclusion of the meeting
- 9 The annual retirement meeting shall be the meeting of the Trustees at which the accounts of the Charity are adopted
- 10 Retiring Trustees may be reappointed
- 11 If the retirement of a Trustee under Article 8 causes the number of Trustees to fall below that set out in Article 6 then the retiring Trustee shall remain in office until a new appointment is made
- 12 No person may be appointed as a Trustee
- 12 1 unless he or she has attained the age of 18 years, or
- 12 2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of the Articles
- 13 The office of a Trustee shall be vacated if
- 13 1 he or she ceases to be a Trustee by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a Trustee,
- 13 2 he or she is disqualified under the Charities Act 1993 from acting as a Trustee,
- 13 3 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally,

- 13 4 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office,
- 13 5 he or she resigns by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect),
- 13 6 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason,
- 13 7 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees, or
- 13 8 he or she ceases to be a member of the Charity

Powers of Trustees

- 14 Subject to the Companies Acts, the Memorandum and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees
- 15 The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees
- 16 All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee
- 17 Subject to the Articles the Trustees may regulate their proceedings as they think fit

Chair

- 18 The Trustees may appoint one of their number to be the chair of the Trustees and may at any time remove him or her from that office

Delegation of Trustees' powers

- 19 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine
- 20 The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs

of the Charity to any person or committee in accordance with the conditions set out in these Articles

Delegation to committees

- 21 In the case of delegation to committees
 - 21 1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number),
 - 21 2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify,
 - 21 3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary,
 - 21 4 all delegations under this Article shall be variable or revocable at any time,
 - 21 5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit, and
 - 21 6 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees
- 22 For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee
- 23 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any regulations made by the Trustees

Delegation of day to day management powers

- 24 In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers
 - 24 1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget,
 - 24 2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority, and

- 24 3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts sufficient to explain the financial position of the Charity,

Meetings

Trustees' meetings

- 25 Two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a Trustees' meeting at any time

Members' general meetings

- 26 Any two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a members' general meeting at any time

Length of notice

- 27 Subject to Article 28, a members' general meeting shall be called by at least 14 clear days' notice unless the Companies Acts require a longer notice period
- 28 A members' general meeting may be called by shorter notice if it is so agreed by a majority of the members having a right to attend and vote at that meeting Any such majority shall together represent at least 90% of the total voting rights at that meeting of all the members
- 29 A Trustees' meeting shall be called by at least seven clear days' notice unless either -
- 29 1 all the Trustees agree, or
- 29 2 urgent circumstances require shorter notice

Contents of notice

- 30 Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a Trustees' or members' general meeting, and the general nature of the business to be transacted If a special resolution is to be proposed at a members' general meeting, the notice shall include the proposed resolution and specify that it is proposed as a special resolution
- 31 In every notice calling a members' general meeting of the Charity there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a members' general meeting

Service of notice

- 32 Notice of meetings shall be given to each Trustee and in the case of members' general meetings notice shall also be given to any patron(s) and to the auditors of the Charity

Manner of serving notice

- 33 Notice of meetings shall be given in accordance with Articles 76 to 80

Quorum

- 34 No business shall be transacted at any meeting unless a quorum is present
- 34 1 At Trustees' meetings three people present in person and entitled to vote shall be a quorum
- 34 2 At members' meetings the member present in person or by proxy and entitled to vote shall be a quorum
- 35 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum

Chair

- 36 The chair, if any, of the Trustees or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each meeting (For the avoidance of doubt a proxy holder who is not a Trustee shall not be entitled to be appointed chair)

Adjournment

- 37 The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place
- 38 When a members' general meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted Otherwise it shall not be necessary to give any such notice

Voting at Trustees' meetings

- 39 At a Trustees' meeting every person present in person and entitled to vote shall have one vote
- 40 A resolution put to the vote of a Trustees' meeting shall be decided on a show of hands
- 41 Questions arising at a Trustees' 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 in addition to any other vote he or she may have

Voting at members' general meetings

- 42 A resolution put to the vote of a members' general meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded Subject to the Companies Acts, a poll may be demanded

- 42 1 by the chair, or
- 42 2 by any person who, by virtue of being appointed proxy for one or more members entitled to attend and vote at the meeting, holds two or more votes, or
- 42 3 by a member or members present in person or by proxy representing at least one-tenth of the total voting rights of all the members having the right to vote at the meeting
- 43 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 the resolution
- 44 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made
- 45 A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 46 A poll demanded on the election of the chair or on a question of adjournment shall be taken forthwith A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than 30 days after the poll is demanded The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made
- 47 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken
- 48 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the chair whose decision shall be final and binding
- 49 On a show of hands every person and entitled to vote shall have a maximum of one vote On a poll, every member present in person or by proxy shall have one vote In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall not be entitled to a casting vote in addition to any other vote he or she may have

- 50 The appointment of a proxy shall be in such form as is usual or which the Trustees may approve
- 51 Unless the appointment of a proxy indicates otherwise, it must be treated as
- 51 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- 51 2 appointing that person as a proxy in relation to any adjournment of the members' general meeting to which it relates as well as the meeting itself
- 52 The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may
- 52 1 in the case of an instrument in writing be deposited at the registered office of the Charity or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting at least 48 Hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
- 52 2 in the case of an appointment sent by electronic means, where an address has been specified for the purpose of receiving documents or information by electronic means
- 52 2 1 in the notice convening the meeting, or
- 52 2 2 in any instrument of proxy sent out by the Charity in relation to the meeting, or
- 52 2 3 in any invitation to appoint a proxy issued by the Charity in relation to the meeting which is sent by electronic means,
- 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,
- 52 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 at least 24 Hours before the time appointed for the taking of the poll, or
- 52 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 (if any) or to any Trustee,
- and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid
- 53 An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates Attendance by a member in person at a meeting automatically revokes any appointment of a proxy by that member

Virtual meetings of Trustees

- 54 A Trustees' meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants

Decisions without a meeting

Written members' resolutions

- 55 Subject to Article 56, a written resolution of the members of the Charity passed in accordance with these Articles 55 to 60 shall have effect as if passed by the Charity in a members' general meeting
- 55 1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members
- 55 2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members A written resolution is not a special resolution unless it states that it was proposed as special resolution
- 55 3 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution
- 56 A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution
- 57 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts
- 58 A member signifies their agreement to a proposed written resolution when the Charity receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution
- 58 1 If the document is sent to the Charity in hard copy form, it is authenticated if it bears the member's signature
- 58 2 If the document is sent to the Charity by electronic means, it is authenticated if it bears the member's signature or if it is from an email address specified by the member to the Charity for the purposes of receiving documents or information by electronic means
- 59 A written resolution is passed when the required majority of eligible members have signified their agreement to it

- 60 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date

Trustees' decision-making

- 61 The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.
- 62 A decision which is made in accordance with Article 61 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 62.1 Approval from each Trustee must be received by one person being either such person as all the trustees shall have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees,
- 62.2 Following receipt of response from all of the Trustees, the recipient shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with Article 61,
- 62.3 The date of the decision shall be the date of the communication from the Recipient confirming formal approval,
- 62.4 The Recipient shall prepare a minute of the decision in accordance with Article 74

Conflicts of interest

- 63 Whenever a Trustee has an interest in a matter (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) and that interest is reasonably likely to give rise to a conflict of interest, he or she must,
- 63.1 declare an interest before discussion begins on the matter,
- 63.2 remain only for such part of the meeting as is in the view of the Trustees necessary to inform the debate,
- 63.3 not be counted in the quorum for that part of the meeting, and
- 63.4 withdraw during the vote and have no vote on the matter
- 64 Article 63 shall apply to any matter to be discussed at a general meeting or a Trustees' meeting or in relation to which a decision is proposed to be made in accordance with Article 61
- 65 If any question arises whether a Trustees' interest can reasonably be regarded as likely to give rise to a conflict of interest, the question shall be decided by a majority decision of the unconflicted Trustees

- 66 Where a Trustee is in a position of conflict, he or she will not be in breach of his or her duties to the Charity if he or she withholds confidential information from the Charity

Trustees' power to authorise a conflict of interest

- 67 The Trustees may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law
- 67 1 any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which s/he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Charity and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties),
- 67 2 the manner in which a conflict of interest arising out of any Trustee's office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises,
- provided that for this purpose the Trustee in question and any other interested Trustee are not counted in the quorum at any board meeting at which such matter, or such office, employment or position, is approved and it is agreed to without their voting or would have been agreed to if their votes had not been counted
- 68 If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 67 then
- 68 1 the Trustee shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to Charity if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him or her in relation to or in connection with that matter, or that office, employment or position, and
- 68 2 the Trustee may absent him or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed
- 69 A Trustee shall not, by reason of his or her office, be accountable to the Charity for any benefit which s/he derives from any matter, or from any office, employment or position, which has been approved by the Trustees pursuant to Article 67 (subject in any such case to any limits or conditions to which such approval was subject)
- 70 Articles 67 to 69 operate without prejudice to the operation of Article 63

Register of Trustees' interests

- 71 The Trustees shall cause a register of Trustees' interests to be kept A 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

Irregularities

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

General

Secretary

- 73 A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary
- 73 1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity, and
- 73 2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees

Minutes

- 74 The Trustees shall cause minutes to be made in books kept for the purpose
- 74 1 of all appointments of officers made by the Trustees,
- 74 2 of all resolutions of the Charity and of the Trustees, and
- 74 3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,
- and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings. The minutes must be kept for at least ten years from the date of the meeting, resolution or decision

Records and accounts

- 75 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of
- 75 1 annual reports,

75 2 annual returns,

75 3 annual statements of account

Communications by and to the Charity

76 Subject to the provisions of the Companies Acts and these Articles

76 1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form or in electronic form,

76 2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement

76 3 Any document or information (including any notice) sent to a member under the Articles may be sent to the member's postal address as shown in the Charity's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member

77 Any document to be served on the Charity or on any officer of the Charity under the Articles may only be served

77 1 in the case of documents in hard copy form, by sending or delivering them to the Charity's registered office or delivering them personally to the officer in question, or

77 2 in the case of documents in electronic form, by sending them by electronic means

77 2 1 to an address notified to the members for that purpose, and

77 2 2 from an address previously notified to the Charity by the member for the purpose of sending and receiving documents and information

78 A member present 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 purpose for which it was called

79 Where a document or information is sent or supplied under the Articles

79 1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted

79 2 Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed

- 80 Where any document or information has been sent or supplied by the Charity by electronic means and the Charity receives notice that the message is undeliverable
- 80 1 if the document or information has been sent to a member and is notice of a members' general meeting of the Charity or a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so, and
- 80 2 in all other cases, the Charity will send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person
- 80 3 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies

Indemnity

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

Trustees' indemnity insurance

- 82 The Trustees shall have power to resolve pursuant to clause 4 30 of the Memorandum to effect Trustees' indemnity insurance, despite their interest in such policy

Winding-up

- 83 The provisions of clauses 6 and 7 of the Memorandum relating to the winding-up or dissolution of the Charity shall have effect and be observed as if the same were repeated in the Articles

Exclusion of model articles

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