

Company Number : 5777484
Charity Number : 1117185

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

Articles of Association
of
Social Investment Business Foundation

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Interpretation

1. In these Articles the following terms shall have the following meanings:

Term	Meaning
1.1 “Act”	the Companies Act 1985 including any statutory modification or re-enactment for the time being in force
1.2 “address”	in relation to electronic communications includes any number or address used for the purpose of such communication
1.3 “Articles”	these Articles of Association of the Charity
1.4 “Board”	the Board of Trustees of the Charity
1.5 “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
1.6 “Charity”	Social Investment Business Foundation
1.7 “Connected Person”	(a) any spouse, 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 director,

	partner or employee, or shareholder holding more than 1% of the capital
1.8 “electronic communication”	has the meaning ascribed to it in the Electronic Communications Act 2000
1.9 “Founder”	Locality
1.10 “Founder Trustees”	the Trustees appointed by the Founder in accordance with Article 6
1.11 “in writing”	written or printed including writing transmitted by electronic communication and “written” shall have a corresponding meaning
1.12 “Locality”	Locality (formerly The Development Trusts Association) Registered Charity No: 1036460 Registered Office: 33 Corsham St, London N1 6DR
1.13 “Memorandum”	the Memorandum of Association of the Charity
1.14 “Non Founder Trustees”	the Trustees appointed by the Board in accordance with Article 11 who shall not be trustees or employees of the Founder.
1.15 “Secretary”	the secretary of the Charity
1.16 “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
1.17 “Trustee and Trustees”	the director and directors as defined in the Act

2. In these Articles:
 - 2.1 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Charity;
 - 2.2 Subject to Article 2.1 any reference in these Articles 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.

Members

- 3.1 Each of the Founder and the Non-Founder Trustees shall be members of the Charity. The last remaining member shall have the power to appoint other persons to serve as members.
- 3.2 The acceptance by a Trustee of his or her appointment shall be deemed to be an agreement by that Trustee to become a member and be entered into the register of members. The vacation by a Trustee of his or her office, by whatever means, or the revocation of his or her appointment, shall be deemed to include an agreement by that Trustee to be removed from the register of members.
- 3.3 The Founder shall be represented at meetings of the Charity by the Founder Trustee appointed by the relevant Founder or, if none, the Chief Executive for the time being of the relevant Founder, ex officio, or such other person as the relevant Founder shall specify in writing.
- 3.4 Membership shall not be transferrable. However, upon the sale or transfer by the Founder to a transferee (the 'Transferee') of the whole of the Founder's business or assets on solvent winding up or reconstruction or amalgamation and subject to the prior written approval of the Trustees (which may be given or withheld in their absolute discretion), the Founder shall cease to be a member and the Transferee may be registered as a Founder in its place. In any other case, upon transfer of membership or on winding up or dissolution of the Founder, the Founder shall cease to be a member.

Patrons

4. 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 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

5. There shall be at least three Trustees.

Appointment, retirement, removal and disqualification of Trustees

6. The Founder may appoint one Trustee. Such appointment shall be made by written notice sent to the Secretary at the Charity's registered office. The Founder may revoke an appointment by similar notice.
7. The Founder may, by written notice sent to the Secretary at the Charity's registered office, waive its entitlement to appoint a Trustee. A waiver, once given, shall be irrevocable.
8. If the Founder has not appointed a Trustee in accordance with Article 6 or, having revoked the appointment of the Trustee appointed by it, the Founder has not appointed a replacement Trustee, the Charity may by notice sent to the Founder's registered office require that a Trustee (or replacement Trustee) is appointed by a specified date, being not less than one month after the date of the notice. If the Founder does not appoint a Trustee (or replacement Trustee) by the specified date, it shall be deemed on that date to have waived its entitlement to appoint a Trustee, in accordance with Article 6.
9. Upon the Founder waiving or being deemed to have waived its rights to appoint a Trustee (or replacement Trustee) pursuant to Article 6 or 7, it shall no longer be a Founder for the purposes of these Articles.
10. Except where the Founder has waived or been deemed to have waived its rights to appoint a Trustee (or replacement Trustee) pursuant to Article 6 or 7, no alteration to the rights of the Founder in Articles 6-8 shall be effective unless and to the extent that the prior written consent of the Founder has been given.
11. Up to twelve Trustees may be appointed including any Trustees appointed by the Founder. Save for the Trustees appointed by the Founder, the Trustees shall be appointed by Trustees. The Trustees shall serve for such period as the Trustees shall determine. In exceptional circumstances, the extension of members' terms of office, currently 2 terms of 4 years each, for a further term(s) of up to 6 months, to be reviewed at the end of that period, subject to the Board member's agreement to continue in post. In exercising their power of appointment the Board shall seek to ensure the Board has represented on it an appropriate range of skills, qualifications and experience.

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 Act 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 in writing 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 being a Founder Trustee his or her appointment is revoked by the Founder under Article 6.

Powers of Trustees

14. Subject to the Act 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 Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
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 the Trustees 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 and may include other persons who are not Trustees;
 - 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 or corporate body ("manager"):
- 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 shall at the request of two Trustees) call a Trustees' meeting.

Annual general meetings¹

26. Subject to the Act the Charity may but need not hold an annual general meeting.

Other general meetings

¹ Elective resolution dated 30 November 2013 agreed to dispense with annual general meetings

27. All general meetings other than annual general meetings shall be called general meetings. Any two Trustees may (and the Secretary shall at the request of two Trustees) call a general meeting at any time.

Length of notice

28. A general meeting shall be called by at least 14 clear days' written notice unless the Act requires a longer notice period.
29. A Trustees' meeting shall be called by at least seven clear days' notice unless urgent circumstances require shorter notice.
30. When a 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.
31. A meeting may be called by shorter notice if it is so agreed by everyone entitled to attend and vote at it.

Contents of notice

32. Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a Trustees', general or annual general meeting, and the general nature of the business to be transacted. If a special resolution is to be proposed at a general meeting, the notice shall include the proposed resolution and specify that it is proposed as a special resolution.

Service of notice

33. Notice of meetings shall be given to each Trustee and in the case of general meetings notice shall also be given to any patron(s) and to the auditors of the Charity.

Quorum

- 34.1 No business shall be transacted at any meeting unless a quorum is present.
- 34.2 Two members present shall be a quorum for a members' meeting.
- 34.3 Two Trustees present shall be a quorum for Trustees' meetings.
- 34.4 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

35. 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.

Adjournment

36. 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.

Voting

37. Every person present and entitled to vote shall have one vote. A resolution put to the vote of a meeting shall be decided on a show of hands.
38. 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.
39. Except where otherwise required by the Act, questions arising at a 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.

Irregularities

40. The proceedings at any meeting 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 such specification is a requirement of the Act.
41. 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.

Conflicts of interest

42.

42.1 To the extent required by law every Trustee shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict including any direct or indirect interest in a proposed or existing transaction.

42.2 Where the duty of a Trustee to avoid a situation in which he has or can have a direct or indirect interest or duty that conflicts or possibly may conflict with the interests of the Charity including a wish or duty to exploit any property, information or opportunity (as specified by section 175(1) of the Companies Act 2006) would otherwise be infringed in relation to a particular situation, transaction or arrangement, the duty is not infringed if the procedure set out below is followed:

42.2.1 the matter in relation to which that duty exists has been proposed to the Trustees at a meeting of the Trustees and has been authorised by them; and

42.2.2 any requirement as to the quorum of such meeting is met without counting the Trustee in question, or any other interested Trustee, subject to Articles 42.3 and 42.4; and

42.2.3 the matter was agreed to without any such Trustee voting, or would have been agreed to if the vote of any such Trustee had not been counted, subject to Articles 42.3 and 42.4.

42.3 In such a conflict of interest situation (including any authorisation of non-disclosure of information), where there are insufficient unconflicted Trustees present at the meeting to constitute a quorum, the unconflicted Trustees present shall be deemed to constitute a quorum for the purposes of authorising the conflict under Article 42.2 and the manner of dealing with the conflict, provided that:

42.3.1 they may only give such authorisation where they are satisfied that the conflicted Trustee or Trustees will not receive any direct or indirect benefit other than one permitted by these Articles; and

42.3.2 the total number of Trustees at the meeting (whether conflicted or unconflicted) is equal to or higher than the quorum of the Board.

42.4 In the event that all of the Trustees present at the Board meeting are conflicted in respect of a particular conflict of interest situation, the conflicted Trustees present at a meeting may authorise the conflict and the manner of dealing with the conflict and shall constitute a quorum for the purposes of such authorisation, provided that they satisfy the requirements set out in Article 42.3.1 and 42.3.2 above.

- 42.5 The duty to deal with conflicts referred to in Article 42.2 applies in the case of the exploitation of property, information or opportunity even if the Charity is not taking, or could not take, advantage of the opportunity.
- 42.6 The Trustees shall observe the other duties and rules in the Act, and such other rules as the Board adopts, as to the management of conflicts of duty or interest.
- 42.7 The Board may by resolution passed in the manner set out in this Article, authorise a Trustee not to disclose to the Board confidential information relating to a conflict of interest provided that it may not authorise the withholding of information relating to a direct or indirect personal benefit for the Trustee.
- 42.8 Nothing contained in this Article shall authorise a Trustee to receive any benefit not permitted elsewhere in these Articles.

Written resolutions of Members and Trustees

43.

Members Written Resolution

- 43.1 Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term, members may pass a valid resolution without a meeting being held. But for the resolution to be valid:
- 43.1.1 in the case of a special resolution it must be stated on the resolution that it is a special resolution, and it must be signed by at least 75 per cent. of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
- 43.1.2 in the case of an ordinary resolution it must be signed by a majority of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;

Trustees Written Resolutions

- 43.2 A resolution of Trustees may be passed in writing if signed by each person who would have been entitled to vote upon it if it had been proposed at a meeting of Trustees at which he or she was present and shall be as valid and effectual as if it had been passed at a meeting duly convened and held.

43.3 The following conditions shall apply to written resolutions:

- 43.3.1 notice of all proposed written resolutions shall be given to all persons who would have been entitled to receive notice of the meeting, except for any patron(s) and the auditors of the Charity;
- 43.3.2 a written resolution will not be valid unless it is signed by at least as many persons as would have been needed to form a quorum if the resolution had been put to a meeting;
- 43.3.3 a written resolution must be in writing and may consist of several instruments in like form each signed by or on behalf of one or more persons; and
- 43.3.4 a written resolution is passed when the required majority of eligible persons have signified their agreement to it.

Email approval of resolutions

44. Email confirmation of the approval of a Trustee resolution received in accordance with this Article 44 from each Trustee who would have been entitled to vote upon it if it had been proposed at a meeting at which he or she was present shall be as valid and effectual as if it had been passed at a meeting duly convened and held. The following conditions shall apply to resolutions approved by email in accordance with this Article 44:

- 44.1 notice of all proposed resolutions shall be given to all Trustees;
- 44.2 a resolution will not be valid unless it is approved by at least as many Trustees as would have been needed to form a quorum if the resolution had been put to a meeting;
- 44.3 any email confirmation shall consist of several instruments in the like form, one sent by each Trustee entitled to give his or her approval and in each case received by such person as all the Trustees shall have nominated in advance for that purpose ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;
- 44.4 no email confirmation from a Trustee shall be valid unless it is sent from an email address previously notified by that Trustee to the other Trustees as intended for use by that Trustee for the purpose of sending such email confirmations (for the avoidance of doubt, no notification given by a Trustee to the other Trustees in accordance with this Article 44.4 shall be effective if sent from the email address which is the subject of such notification);

- 44.5 following receipt of a response on any resolution from each of the Trustees entitled to give his or her approval, the Recipient shall circulate a further email to all of the Trustees confirming whether the resolution has been formally approved by the Trustees in accordance with the terms of this Article 44;
- 44.6 the date of a resolution shall be the date of the email from the Recipient confirming formal approval.

Virtual meetings

45. A 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.

General

Secretary

46. The Secretary shall 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.

Minutes

47. The Trustees shall cause minutes to be made in books or other records kept for the purpose:
- 47.1 of all appointments of officers made by the Trustees; and
- 47.2 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;
- 47.3 and any such minute, if purported to be signed 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.

Records and accounts

48. The Trustees shall comply with the requirements of the Act 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 Commissioners of:
- 48.1 annual reports;
 - 48.2 annual returns;
 - 48.3 annual statements of account.

Notices

49. Subject to Article 50, any notice to be given to or by any person pursuant to the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the Trustees need not be in writing.
50. The Charity may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address or by leaving it at that address or by electronic communication to an address provided for that purpose or posted on a website where the recipient has been notified of such posting in a manner agreed by him or her.
51. A person present 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.
52. Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication has been transmitted to the proper address shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication at the expiration of 48 hours after the time it was transmitted.

Indemnity

53. Subject to the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity:
- 53.1 against all costs charges expenses or liabilities incurred by him or her:

- 53.1.1 In defending any civil or criminal proceedings in which judgment is given in his or her favour or in which he or she is acquitted; and
- 53.1.2 in connection with any application in which relief from liability is granted to him or her by the court;
- 53.2 where such proceedings or application arise as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the Charity; and
- 53.3 against all costs, charges, losses, expenses or liabilities incurred by him or her in the proper execution and discharge of his or her duties or in relation to the Charity.

Trustees' indemnity insurance

- 54. The Trustees shall have power to resolve pursuant to paragraph 4.30 of the Annex to these Articles to effect trustees' indemnity insurance, despite their interest in such policy.

Winding-up

- 55. The provisions of paragraphs 7 and 8 of the Annex to these Articles 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

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

ANNEX

IMPORTANT NOTE

Further to changes to company law brought in by the Companies Act 2006, from 1 October 2009 the provisions set out in this Annex shall be part of the Articles of Association of the Charity. Accordingly, all references to “Memorandum” and “Memorandum of Association” in this Annex shall be construed as references to this Annex.

Company Number 5777484

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

Memorandum of Association of Social Investment Business Foundation

Name

1. The name of the company is Social Investment Business Foundation. 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 situated in England and Wales.

Objects

3. The objects of the Charity are to promote for the public benefit all purposes as are recognised as charitable under the laws of England and Wales including but not limited to:
 - 3.1 Supporting community organisations in areas of social need that are charities and the charitable activities of other community organisations, including by provision of advice, support and assistance; and/or
 - 3.2 the making and the promotion of social investments by means of loans, grants, guarantees, equity, near equity or other financial interventions or

assistance to charities or for charitable purposes, including but not limited to supporting community organisations operating in areas of social need; and/or

- 3.3 promoting the efficient and effective application of charitable resources by those charities and for charitable purposes by the provision of financial advice, support and related assistance to charities and for charitable projects in relation to such loans, grants, guarantees, equity, near equity or other financial interventions and social investments.

Powers

4. To further its objects the Charity may:
- 4.1 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;
 - 4.2 make social investments by means of loans, grants, guarantees, equity, near equity or other financial interventions or assistance;
 - 4.3 provide and assist in the provision of money, materials or other help;
 - 4.4 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
 - 4.5 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
 - 4.6 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
 - 4.7 provide or procure the provision of advice;
 - 4.8 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies 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;
 - 4.9 enter into contracts to provide services to or on behalf of other bodies;
 - 4.10 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;
 - 4.11 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;

- 4.12 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;
- 4.13 set aside funds for special purposes or as reserves against future expenditure;
- 4.14 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.15 delegate the management of investments to a financial expert provided that:
 - 4.15.1 the financial expert is an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
 - 4.15.2 the investment policy is set down in writing for the financial expert by the Trustees;
 - 4.15.3 every transaction is reported promptly to the Trustees;
 - 4.15.4 the performance of the investments is reviewed regularly by the Trustees;
 - 4.15.5 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.15.6 the investment policy and the delegation arrangements are reviewed at least once a year;
 - 4.15.7 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; and
 - 4.15.8 the financial expert may not do anything outside the powers of the Trustees;
- 4.16 arrange for investments or other property of the Charity 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 a financial expert acting under their instructions and pay any reasonable fee required;
- 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 5.1:
 - 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: 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; or

- 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;

and

- 4.31 do all such other lawful things as shall further the Charity's objects.

Limitation on private benefits

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

- 5.2 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:

- 5.2.1 any payments made to any member, Trustee or Connected Person in their capacity as a beneficiary of the Charity;

- 5.2.2 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 42 of the Articles (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and
- (b) this provision and clause 5.2.8 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);

- 5.2.3 interest on money lent by any member, Trustee or Connected Person at a reasonable and proper rate;

- 5.2.4 any reasonable and proper rent for premises let by any member, Trustee or Connected Person;

- 5.2.5 fees, remuneration or other benefits in money or money's worth to a company of which a member, Trustee or Connected Person holds less than 1% of the capital;

- 5.2.6 reasonable and proper out-of-pocket expenses of Trustees;

- 5.2.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.30 of this Memorandum;
- 5.2.8 reasonable and proper remuneration to any Trustee for any goods or services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that:
- (a) the procedure described in Article 42 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision; and
 - (b) this provision and clause 5.2.2 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); and
- 5.2.9 reasonable and proper remuneration to the chair of Trustees for acting as chair of Trustees provided that the procedure described in Article 42 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the chair and in relation to any other decisions regarding the remuneration authorised by this provision; and
- 5.2.10 with the prior written consent of the Charity Commission, reasonable and proper remuneration to any of the Trustees for acting as a Trustee provided that the procedure described in Article 42 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision; and
- 5.2.11 all and any Trustees may receive and retain reasonable and proper remuneration or other benefits for acting as a director, being an employee of, or providing services to The Social Investment Business Limited (Registered Company No. 6490609) provided that:
- (a) the procedure described in Article 42 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration or benefits authorised by this provision;
 - (b) any decision regarding remuneration or benefit authorised by this provision shall be subject to the recommendation of a panel of persons (Remuneration Panel) appointed by the Board or a committee of the Board comprising Trustees and/or other persons who in each case are not entitled to remuneration or other benefits for acting as a director of The Social Investment Business Limited pursuant to this provision

or to any remuneration for acting as a Trustee or as chair of Trustees pursuant to clauses 5.2.9 or 5.2.10 respectively; and

- (c) the Remuneration Panel shall, before making any recommendation regarding remuneration, take steps to benchmark or otherwise determine that such recommendation is reasonable and proper and takes due regard of the charitable status of the Company;
- (d) provided the procedure referred to in clause 5.2.10 is followed, the decision of the Trustees shall take due account of but not be bound or limited by the recommendation of the Remuneration Panel;
- (e) any remuneration paid to a Trustee for acting as a director of The Social Investment Business Limited shall be disclosed in the audited accounts of the Charity, in addition to remuneration (if any) paid to such person for acting as a Trustee or as chair of Trustees pursuant to clauses 5.2.9 or 5.2.10.

5.3 The restrictions on benefits and remuneration conferred on members of the Charity and on the Trustees by clause 5.2 of this Memorandum and the exceptions to such restrictions in clauses 5.2.1 to 5.2.11 inclusive of this Memorandum shall, subject to clause 5.2.11 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 5.2.2 and 5.2.8 shall be treated as references to the Subsidiary Company.

Limited liability

- 6. The liability of the members is limited.
- 7. 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:
 - 7.1 for payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member;
 - 7.2 for the costs, charges and expenses of winding up;
 - 7.3 for the adjustment of the rights of the contributories among themselves.

Winding up

- 8. 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

charitable institution or institutions with similar objects. The institution or institutions to benefit shall be chosen by the Trustees at or before the time of winding up or dissolution.

Definitions

9. 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.