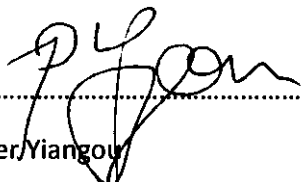


**Company Number: 06144314**  
**Charity registered in England and Wales with Number: 1122517**

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**SPECIAL RESOLUTION**  
**of**  
**THE OXFORD MINDFULNESS FOUNDATION (the "Company")**

THAT the Articles of Association attached at Schedule 1 to this resolution be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association.

Duly passed as a special resolution at an Extraordinary General Meeting of the Company on 6 April 2017.

  
.....  
Peter Yiangou  
Chairman



**THE COMPANIES ACT 2006  
CHARITY LIMITED BY GUARANTEE  
ARTICLES OF ASSOCIATION  
OF  
OXFORD MINDFULNESS FOUNDATION**

As adopted by Special Resolution dated            6 April            2017

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**CHARITY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**OXFORD MINDFULNESS FOUNDATION**

**PART 1 - PRELIMINARY**

**1 NAME AND STATUS**

- 1.1 The name of the Charity is "**OXFORD MINDFULNESS FOUNDATION**".
- 1.2 The Charity is registered under the Companies Act as a charitable company limited by guarantee in England and Wales.

**2 DISAPPLICATION OF MODEL ARTICLES**

The Articles alone shall constitute the regulations of the Charity. The regulations contained in The Model Articles for Private Companies Limited by Guarantee (contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229)) shall not apply to the Charity.

**3 DEFINITIONS AND INTERPRETATION**

- 3.1 In these Articles, the following expressions have the following meanings and interpretations unless the context indicates another meaning:

"**AGM**" means an annual general meeting of the Charity.

"**Articles**" means the Charity's articles of association, and "**Article**" refers to a particular article.

"**Board**" means the board of Trustee Directors.

"**Chairman**" means the chairman of the Trustee Directors.

"**Charitable Purposes**" means those purposes which are charitable under the laws of England & Wales from time to time.

"**Charities Act**" means the Charities Act 2011 and any successor legislation.

"**Charity**" means the Charity governed by these Articles.

"**Clear Day**" does not include the day on which notice is served or deemed to be served or the day for which it is given or on which it is due to take effect.

"**Companies Act**" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force.

"**Commission**" means the Charity Commission for England & Wales or any successor body to it from time to time.

**"Conflicted Trustee Director"** means a Trustee Director in respect of whom a conflict of interest arises or may reasonably arise because that Trustee Director or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for Indemnity Insurance) from the Charity, or has some separate interest or duty in a matter to be decided by the Charity, or in relation to information which is confidential to the Charity.

**"Connected Person"** means in relation to a Trustee Director, either: a member of the Trustee Director's family or household; a person or body who is a business associate of the Trustee Director or the Trustee Director's family; an institution that is controlled by the Trustee Director, his or her family or his or her business associate; or any body corporate where the Trustee Director, the Trustee Director's family or business associate has an interest that consists of more than 20% of the share capital of the body or controls more than 20% of the voting rights at a general meeting of the body.

**"Custodian"** means a person or body who undertakes safe custody of assets or of documents or records relating to them.

**"Electronic Means"** refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference.

**"Financial Expert"** means an individual, Charity or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000.

**"Financial Year"** means the Charity's financial year being 1<sup>st</sup> April to 31<sup>st</sup> March unless otherwise varied.

**"Firm"** includes a limited liability partnership.

**"General Meeting"** means any meeting of the Members of the Charity other than an AGM.

**"Indemnity Insurance"** means insurance against personal liability incurred by any Trustee Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty.

**"Interested Party"** means partner, employee, consultant, Trustee Director or shareholder.

**"Locality"** means the geographical area within which the Charity operates as defined by the Members from time to time.

**"Material Benefit"** means a benefit, direct or indirect, which may or may not be financial but which in any event has a monetary value.

**"Meeting"** means any General Meeting or AGM.

**"Member"** means an individual or organisation who has been appointed as a Member of the Charity – and **"Membership"** of the Charity shall be construed accordingly.

**"Memorandum"** means the Charity's memorandum of association, which for the avoidance of doubt shall incorporate any amendments deemed to be made pursuant to the Companies Act.

**"Month"** means calendar month.

**"Nominee Charity"** means a corporate body registered or having an established place of business in England and Wales which holds title to property for another.

**"Objects"** means the objects of the Charity as defined in Article 4.

**"Ordinary Resolution"** means a resolution agreed by a simple majority of the Members present and eligible to vote at a meeting of the Members or in the case of a Written Resolution by Members who together hold a simple majority of the voting power.

**"Special Resolution"** means a resolution agreed by a 75% majority of the Members present and eligible to vote at a meeting of the Members or in the case of a Written Resolution by Members who together hold 75% of the voting power.

**"Taxable Trading"** means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax.

**"Trustee Director"** means any duly appointed Charity Trustee Director of the Charity from time to time.

**"Written or in Writing"** refers to a legible document on paper or a document sent by Electronic Means which is capable of being printed out on paper.

**"Written Resolution"** refers to an Ordinary Resolution or a Special Resolution which is in Writing.

3.2 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

3.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

## **PART 2 — OBJECTS AND POWERS OF THE CHARITY**

### **4 OBJECTS**

4.1 The Objects of the Charity are to advance education and the mental health of the public by (but without limitation):

- (a) promoting research into (1) preventing depression and enhancing human potential across the lifespan and (2) reducing suffering, promoting resilience and the realisation of human potential across the lifespan through mindfulness; and/or
- (b) training mental health practitioners and other professionals in mindfulness practice with a view to them applying it in their own professional lives so as to achieve public benefit by:
  - teaching it to members of the public and/ or

- enhancing effective ethical medical practice in the management of their organisations; and/or
  - providing therapy for users of mental health services; and/or
- (c) holding and administering funds for permanent and temporary teaching posts in mindfulness studies at Oxford University; and/or
- (d) the administration of teaching and research activities in mindfulness studies undertaken at Oxford University; and/or
- (e) agreeing arrangements for collaboration in respect of mindfulness studies teaching and research with Oxford University (and Colleges, Faculties and Departments within it) and with other organisations involved with such work; and/or
- (f) to do all such other things as are incidental or conducive to the attainment of these Objects.
- 4.2 The Charity is not established or conducted for private gain: all profit and assets of the Charity shall be used, by way of reinvestment or otherwise, principally for the benefit of the Charity's Objects.

## 5 **POWERS**

The Charity has the power to do anything which is calculated to further its Objects or is conducive or incidental to so doing whether in the UK or worldwide. In particular, but without limitation, the Charity has power to:

- (a) assist in the development, organisation and implementation of programmes and activities of whatever kind;
- (b) co-operate with other authorities, agencies or bodies whether international, national or local, whether for profit or non- profit, in any way, including the exchange of information and advice, joint working arrangements and joint ventures;
- (c) prepare, edit, print, publish, issue, acquire and distribute information in any media format (or commission other bodies or individuals to do so);
- (d) provide, promote and sponsor conferences, lectures, discussions, exhibitions, training courses, case studies and other like events;
- (e) hold, develop, license and deal with any form of intellectual property recognised in any part of the world;
- (f) make any kind of donation, grant or loan, and provide sponsorship or otherwise support projects or initiatives;
- (g) draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
- (h) give guarantees;
- (i) give security for loans or other obligations;

- (j) purchase, take on, lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges and construct, maintain and alter buildings, structures and/or infrastructures;
- (k) pay outgoings and expenses and execute documents and do all things required in connection with the use, maintenance, upkeep, expansion, alteration or improvement of any such property;
- (l) sell, manage, let or mortgage, charge, dispose of or turn to account all or any of the property or assets of the Charity, subject to such consents as may be required by law;
- (m) lend, borrow or raise funds for the Objects of the Charity on such terms as to security as may be thought fit by the Trustee Directors from time to time;
- (n) receive and accept any gift of money, property or other assets whether subject to any special trust or not;
- (o) deposit or invest its funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustee Directors consider necessary and having regard to the suitability of investments and the need for diversification);
- (p) delegate the management of investments to a Financial Expert, but only on terms that:
  - (i) the investment policy is set down in Writing for the Financial Expert by the Trustee Directors;
  - (ii) timely reports of all transactions are provided to the Trustee Directors;
  - (iii) the performance of the investments is reviewed regularly with the Trustee Directors;
  - (iv) the contractual terms of the appointment of the Financial Expert are set out in Writing and at least include a term which entitles the Trustee Directors to cancel the delegation arrangement (whether on provision of notice or otherwise);
  - (v) the investment policy and the delegation arrangement are reviewed at least once a year; and
  - (vi) all charges due to be made by the Financial Expert are on a scale or at a level which is agreed in advance.
- (q) arrange for investments or other property of the Charity to be held in the name of a Nominee Charity acting under the direction of the Trustee Directors or controlled by a Financial Expert acting under their instructions, and pay any reasonable fee required;
- (r) deposit documents and physical assets with any Charity registered or having a place of business in England or Wales as Custodian, and pay any reasonable fee required;

- (s) insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity and its officers, staff and voluntary workers when required;
- (t) subject to Article 6, employ or engage paid or unpaid agents, staff or advisors and to make all reasonable and necessary provisions towards the payment of pensions and superannuation to or on behalf of staff;
- (u) enter into contracts to provide services to or on behalf of other bodies or, otherwise, as necessary to further the business of the Charity;
- (v) establish and/or acquire subsidiary or associated companies or entities of whatever kind and/or participate in such entities;
- (w) pay out of the funds of the Charity the costs, charges and expenses incurred in relation to the formation of the Charity;
- (x) provide Indemnity Insurance to cover the liability of any Member or Trustee Director, in accordance with these Articles; and
- (y) do anything else within the law which promotes or helps to promote the Objects.

## **6 APPLICATION OF INCOME AND PROPERTY**

- 6.1 The income and property of the Charity shall be applied solely towards the promotion of its Objects. No portion of that income or property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to Members.
- 6.2 The Charity shall be permitted in good faith to make, and a Member and Trustee Director shall be permitted to receive and retain, any payment:
  - (a) of interest on money lent by a Member or Trustee Director of the Charity at a reasonable and proper rate per annum;
  - (b) to any Member or Trustee Director of reasonable out-of-pocket expenses (including travel and hotel expenses) actually incurred in the exercise of his or her duties as a Member or Trustee Director;
  - (c) of fees, remuneration or other benefit in money or money's worth to a Charity, partnership or limited liability partnership of which a Trustee Director may be an Interested Party so long as the Trustee Director discloses his or her interest in any such arrangement;
  - (d) of reasonable and proper rent for premises demised or let by any Member or any Trustee Director;
  - (e) of reasonable and proper remuneration to any Trustee Director for the purchase or supply of goods for value; and
  - (f) of reasonable and proper remuneration to any Trustee Director or Connected Person for performing services actually rendered and in particular by way of salary and employee benefits to a Trustee Director who is also an employee of the Charity in return for his or her services performed in that capacity.

- 6.3 For the purposes of this Article 6: "**Trustee Director**" shall be interpreted as the context requires to include Connected Persons.
- 6.4 The Trustee Directors may, in accordance with the requirements set out in the Articles, including Article 18 below, authorise any matter proposed to them by any Trustee Director which would, if not authorised, involve a Trustee Director breaching his or her duty under the Companies Act, including without limitation his or her duty under section 175 of the Companies Act to avoid conflicts of interest.
- 6.5 The Trustee Directors shall comply with the requirements of the Companies Act and the Articles in respect of any Conflicted Trustee Director.

## **7 WINDING UP OR DISSOLUTION**

If, upon the winding up or dissolution of the Charity, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other body or bodies having objects similar to the Objects of the Charity and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under or by virtue of Article 6 hereof, such body or bodies to be determined by the Members of the Charity.

## **PART 3 - MEMBERS**

### **8 MEMBERSHIP**

- 8.1 The Charity must maintain a register of Members.
- 8.2 The Trustee Directors may from time to time create classes of membership and may define the rights and obligations of any such membership class.
- 8.3 The primary membership class shall be the Trustee Directors from time to time.
- 8.4 Any subsequent change to the qualification criteria for the Membership Classes, to be set by the Board under Article 8.2, shall be approved by the existing Members (acting by a majority).
- 8.5 Each Member may belong to only one Membership Class.
- 8.6 The initial subscribers to the Memorandum of Association shall be the first Members of the Charity.
- 8.7 The minimum number of Members shall be four (4) Members.
- 8.8 No other person shall be admitted to membership of the Charity unless that person:
- 8.8.1 meets the qualification criteria for the relevant class of Membership;
  - 8.8.2 applies for membership in a form prescribed by the existing Members; and
  - 8.8.3 their application for membership is approved by the existing Members.
- 8.9 Membership is not transferable.

- 8.10 Membership of the Charity shall terminate if the Member:
- 8.10.1 ceases to satisfy the qualification criteria for the relevant Membership Class of which he is member;
- 8.10.2 is a Trustee Director and ceases to be a Trustee Director for whatever reason;
- 8.10.3 is a corporate body (including for the avoidance of doubt any corporation created by statute) and
- (a) is, or is deemed for the purposes of any law to be, unable to pay its debts as they fall due (without such inability to pay its debts having to be proved to the satisfaction of the court);
  - (b) any meeting of creditors (or any class or classes of creditors) of the Member is called;
  - (c) any step is taken in connection with any voluntary arrangement or any other compromise, assignment or any other arrangement for the benefit of any creditors of the Member (including a scheme or arrangement under part 26 of the Companies Act 2006);
  - (d) an application is made for an administration order by any person or the making of an administration order in relation to the Member;
  - (e) any notice is given of intention to appoint an administrator by any person, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Member;
  - (f) a receiver or manager or an administrative receiver is appointed in relation to any property or income of the Member;
  - (g) there is commenced a voluntary winding-up in respect of the Member, except a winding-up for the purpose of a bona-fide amalgamation or reconstruction;
  - (h) a petition for a winding-up order is presented, or a winding-up order is made in respect of the Member;
  - (i) an application for, or the appointment of, a provisional liquidator by any person in respect of the Member is made;
  - (j) the Member is struck from the Register of Companies (or equivalent register in the Member's jurisdiction of incorporation) or an application for the Member to be struck off is made;
  - (k) ceases to be recognised as a Charity under the law of the Member's governing jurisdiction (unless the Trustee Directors resolve otherwise); or
  - (l) any change of control of the Member takes place ("control" having the meaning given to it in section 840 of the Income and Corporation Taxes Act 1988);
- 8.10.4 the Member otherwise ceases to exist (except in the case of a successor organisation which entirely or substantially assumes the role and function of the Member);

- 8.10.5 the Member materially changes the nature of its business;
- 8.10.6 the Member disposes of all or substantially all of its respective assets to any person;
- 8.10.7 is an individual and becomes bankrupt, insolvent, or makes any arrangement or composition with his creditors generally;
- 8.10.8 in the opinion of the Members (acting by a majority) conducts himself / itself in such a manner as to render it undesirable that he / it should continue as a Member; or
- 8.10.9 resigns by notice to the Charity and such resignation has taken effect in accordance with its terms unless, after such resignation, there would be no remaining Members.

## **9 LIABILITY OF MEMBERS**

- 9.1 The liability of Members is limited.
- 9.2 Every Member promises, if the Charity is dissolved while he or she remains a Member or within one year after he or she ceases to be a Member, to pay up to £1 towards:
  - (a) payment of those debts and liabilities of the Charity incurred before he or she ceased to be a Member;
  - (b) payment of the costs, charges and expenses of winding up; and
  - (c) the adjustment of the rights of contributors among themselves.

## **10 MEETINGS OF MEMBERS**

- 10.1 The Charity may hold an AGM in each year. If held, not more than fifteen months shall elapse between AGMs.
- 10.2 Members are entitled to:
  - (a) receive the accounts of the Charity for the previous Financial Year;
  - (b) receive an annual Written report on the Charity's activities; and
  - (c) appoint reporting accountants or auditors for the Charity (unless such accountants or auditors are automatically deemed reappointed under the Companies Act).

## **11 NOTICE OF AND PROCEEDINGS AT MEETINGS OF MEMBERS**

- 11.1 Members are entitled to attend Meetings in person or by proxy (but only if the appointment of a proxy is in Writing and notified to the Charity before the commencement of the meeting).
- 11.2 Meetings are called on at least 14 and not more than 28 Clear Days' Written notice, unless the Members consent to a shorter period of notice in accordance with the Companies Act.

- 11.3 A notice of a Meeting shall set out the business to be discussed and the right of a Member to appoint a proxy, in accordance with the requirements of the Companies Act.
- 11.4 There is a quorum at a Meeting if the number of Members present in person or by proxy is at least four, or equal to or more than one-third of the Members whichever number shall be greater.
- 11.5 Members' meeting shall be chaired by:
- 11.5.1 the nominated Chair of the Board of Trustee Directors from time to time; or
- 11.5.2 in his absence within fifteen minutes of the time appointed for holding the Meeting, by any other Member elected by the Members present in person or by proxy in his or her personal capacity as a Member and not as proxy for another Member.
- 11.6 The person chairing the Meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) or where inquorate at his or her absolute discretion, adjourn the Meeting from time to time and from place to place, but no business shall be transacted at the adjourned Meeting other than business that might properly have been transacted at the Meeting had the adjournment not taken place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting unless a meeting is adjourned for fourteen days or more, in which case at least seven days' notice of the adjourned meeting shall be given.
- 11.7 Except where otherwise provided by the Articles or the Companies Act, every matter proposed at a Meeting is decided by Ordinary Resolution.
- 11.8 No Member shall be entitled to vote at any Meeting unless all monies then payable by him or her to the Charity have been paid. Otherwise, every Member present in person or by proxy has one vote on each matter.
- 11.9 Except where otherwise provided by the Articles or the Companies Act, a Written Resolution (whether an Ordinary Resolution or a Special Resolution) is as valid as an equivalent resolution passed at a General Meeting. For this purpose, the Written Resolution may be set out in more than one document.
- 11.10 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a General Meeting or a Written Resolution.

#### **PART 4 – TRUSTEE DIRECTORS**

##### **12 THE TRUSTEE DIRECTORS**

Subject to the provisions of the Companies Act, these Articles and to any directions given by Special Resolution of the Members, the Trustee Directors shall be responsible for the management and administration of the business of the Charity. However, no resolution passed by the Charity in General Meeting shall invalidate any prior act of the Trustee Directors which would have been valid if that resolution had not been passed.

**13 NUMBER OF TRUSTEE DIRECTORS**

The minimum number of Trustee Directors shall be four (4) and the maximum number of Trustee Directors shall be that as determined by the primary class of Members, namely the Trustee Directors from time to time.

**14 APPOINTMENT AND RETIREMENT OF TRUSTEE DIRECTORS**

14.1 Without prejudice to Article 14.3, a Trustee Director may not act as a Trustee Director unless he or she has signed a Written declaration of willingness to act as such. The form of such declaration shall be prescribed by the Trustee Directors.

14.2 Appointments to vacancies on the Board arising after the date of these Articles shall be decided by majority decision of the primary class of Members, namely the Trustee Directors from time to time.

14.3 No person may be appointed as a Trustee Director by the Members unless he or she:

(a) has attained the age of 16 years; and

(b) is willing to become a Member of the Charity.

14.4 A Trustee Director may retire by giving Written notice to the Charity at least four weeks prior to the due retirement date (provided that at least the minimum number of Trustee Directors as set out in Article 13 will remain in office when the resignation is to take effect), and such resignation has taken effect in accordance with its terms.

14.5 Subsequent to the date of adoption of these Articles, Trustee Directors appointed or reappointed by the Members shall be appointed for a four year term of office.

14.6 Subject to Article 14.7, any Trustee Director who retires in accordance with this Article 14 shall be eligible for reappointment.

14.7 No appointment or reappointment shall be permitted pursuant to Article 14.6 when the Trustee Director in question has held office for two or more successive terms of four years unless the continuing Trustee Directors resolve that there are exceptional circumstances requiring the reappointment of the Trustee Director in question, in which case the Trustee Director in question may be appointed for an unlimited number of further terms of four years, provided that each subsequent term of four years is approved at a meeting of the Members.

14.8 A technical defect in the appointment of a Trustee Director of which the Trustee Directors are unaware at the time does not invalidate decisions taken at a meeting.

**15 DISQUALIFICATION AND REMOVAL OF TRUSTEE DIRECTORS**

A Trustee Director's term of office shall automatically terminate if he or she:

(a) is but ceases to be a Member;

(b) is employed by the Charity as a senior executive and that employment ceases for whatever reason;

- (c) is disqualified under the Companies Act from acting as a Trustee Director of a Charity, which disqualification shall include but not exclusively, the Charity;
- (d) is incapable, whether mentally or physically, of managing his or her own affairs;
- (e) has a bankruptcy order made against him or her or makes any arrangement or composition with his or her creditors generally;
- (f) is absent without notice from three consecutive meetings of the Trustee Directors and is asked by a majority of the other Trustee Directors to resign;
- (g) is removed by the Members at a General Meeting under the Companies Act;
- (h) is removed by resolution passed by the Members on the grounds that he or she is guilty of conduct detrimental to, or of acting in any way that may undermine, the Objects or reputation of the Charity, save that he or she may exercise any statutory rights which he or she may have to protest against his or her removal;
- (i) dies; or
- (j) gives Written notice of resignation to expire no later than 3 months following the date of receipt by the Charity (provided that at least the minimum number of Trustee Directors as set out in Article 13 will remain in office after the resignation is to take effect).

## 16 **TRUSTEE DIRECTORS' PROCEEDINGS**

- 16.1 The Trustee Directors must hold sufficient meetings to ensure the proper management and administration of the Charity and in any event should hold at least four meetings per calendar year.
- 16.2 A quorum at a meeting of the Board is three (3) or one third in number of the Trustee Directors, whichever shall be greater.
- 16.3 A meeting of the Trustee Directors may be held either in person or by suitable Electronic Means agreed in advance by the Trustee Directors in which all participants may communicate with all the other participants.
- 16.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee Director chosen by the Trustee Directors present shall preside at each meeting of the Trustee Directors.
- 16.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in Writing agreed by all the Trustee Directors (other than any Conflicted Trustee Director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose, the resolution may be contained in more than one document.
- 16.6 Every Trustee Director has one vote on each issue, but, in case of equality of votes, the Chair of the Board shall have a casting vote.

- 16.7 A procedural defect of which the Trustee Directors are unaware at the time does not invalidate decisions taken at a meeting.
- 16.8 Subject to Article 16.9, if the number of Trustee Directors is less than the number fixed as the minimum number set out at Article 13, the continuing Trustee Directors or Trustee Director may act only for the purpose of filling vacancies or calling a General Meeting or taking any decision reasonably considered by the appointed Trustee Director/Trustee Directors to be urgent and necessary for the success or continued operation of the Charity.
- 16.9 If the number of Trustee Directors able to take a decision as a result of conflicts of interest under Article 18 is less than the number fixed as the quorum, the quorum shall be reduced to one Trustee Director and that Trustee Director may take the decision alone. Where appropriate, the Trustee Director in question may take professional advice on the relevant issue or issues at the Charity's expense. For the avoidance of doubt, in such circumstances a Written Resolution pursuant to Article 16.5 may be passed by a sole independent Trustee Director acting alone or the independent Trustee Directors acting together, as the case may be.
- 16.10 The Trustee Directors may invite any Member or third party to attend a meeting of the Board as an observer or advisor and may give permission to any such third party to speak at that meeting, provided that the third party shall take no part in any vote or decision taken by the Trustee Directors and agrees to be bound by obligations of confidentiality reasonably acceptable to the Charity and the Chairman of the Board.
- 17 **DELEGATION OF TRUSTEE DIRECTORS' POWERS**
- 17.1 The Trustee Directors may create or instigate the creation of governance frameworks, policies or regulations as they deem necessary or expedient for the proper conduct of the management and administration of the Charity and may delegate the day to day management of the Charity to any other person, as they see fit (subject to any conditions the Trustee Directors may impose).
- 17.2 In particular, but without limitation the Trustee Directors shall have power to delegate any of their functions to committees (whether or not the committee shall have a Trustee Director represented on it), provided that:
- (a) all proceedings and decisions of such committees must be reported promptly to the Board;
  - (b) no expenditure may be committed to or incurred by such a committee on behalf of the Charity except in accordance with a budget or expenditure limits previously agreed by the Board; and
  - (c) any representatives appointed to any such committee may be delegated such powers as the Trustee Directors see fit in order to carry out their duties, whether by contract, power of attorney or otherwise.
- 17.3 Where the Trustee Directors create committees, or sub-committees, in order to provide advice and to support the Board, then the Trustee Directors will be responsible for the title of, and creation of terms of reference for the regulation and operation of any such committees.
- 17.4 The meetings and proceedings of committees or sub-committees created by the Trustee Directors shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board (including in relation to

conflicts of interest), so far as applicable and so far as consistent with the terms of reference of any such committee from time to time, but not otherwise.

- 17.5 For the avoidance of doubt, except as expressly authorised from time to time in relation to specific matters, any such committees or sub-committees shall not have delegated power from the Board to bind the Charity or to represent themselves as having the capacity to do so.

## 18 **CONFLICTS OF INTEREST**

- 18.1 *The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members except that a Trustee Director may receive a Material Benefit (whether directly or indirectly) from the Charity but only:*

- (a) as described in Articles 6 or 22; or
- (b) in other exceptional cases (and, where required by the Companies Act, with the approval or affirmation of the Members).

- 18.2 Subject to Article 18.3, any Trustee Director who becomes a Conflicted Trustee Director in relation to any matter must:

- (a) declare the nature and extent of his or her interest before discussion begins on the matter;
- (b) withdraw from the meeting for that item after providing any information requested by the Trustee Directors;
- (c) not be counted in the quorum for that part of the meeting; and
- (d) be absent during the vote and have no vote on the matter.

- 18.3 When any Trustee Director is a Conflicted Trustee Director and where the Conflicted Trustee Director does not stand to realise a Material Benefit, the Trustee Directors who are not Conflicted Trustee Directors, if they form a quorum without counting the Conflicted Trustee Director and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee Director authorise the Conflicted Trustee Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee Director, to:

- (a) continue to participate in discussions leading to the making of a decision and/or to vote;
- (b) disclose to a third party information confidential to the Charity;
- (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee Director or a Connected Person of any payment or Material Benefit from the Charity; or
- (d) refrain from taking any step required to remove the conflict.

- 18.4 This provision may be amended by Special Resolution.

## **PART 5 - ADMINISTRATIVE ARRANGEMENTS AND ANNUAL REPORT**

### **19 MINUTES**

The Trustee Directors shall cause minutes to be made in books kept for the purposes of recording:

- (a) the names and addresses of all Members;
- (b) details of all appointments and retirements of Trustee Directors;
- (c) details of the appointment of officers by the Trustee Directors; and
- (d) details of all proceedings at meetings of the Charity and of the Trustee Directors and of committees constituted pursuant to Article 17 including the names of Trustee Directors and Members (as appropriate) present at each such meeting.

### **20 RECORDS AND ACCOUNTS**

20.1 The Trustee Directors must comply with the requirements of the Companies Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:

- (a) annual returns;
- (b) annual reports; and
- (c) annual statements of account.

20.2 The Trustee Directors must also keep records of:

- (a) all resolutions passed by the Trustee Directors in Writing;
- (b) all reports of committees; and
- (c) all professional advice obtained by the Board in its capacity as such.

20.3 Accounting records relating to the Charity must be made available for inspection by any Trustee Director at any time during normal office hours.

### **21 COMMUNICATIONS**

21.1 All notices (except notices of meetings given to the Trustee Directors) shall be in Writing.

21.2 Notices and other documents to be served on Members or Trustee Directors under the Articles or the Companies Act may be served:

- (a) by hand;
- (b) by post; or
- (c) by suitable Electronic Means;

provided the Charity has complied with the requirements of the Companies Act in relation to the service of such notices.

- 21.3 The only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.
- 21.4 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (a) 24 hours after being sent by Electronic Means, posted on the Charity's website or delivered by hand to the relevant address;
  - (b) two Clear Days after being sent by first class post to that address;
  - (c) three Clear Days after being sent by second class to that address;
  - (d) immediately on being handed to the recipient personally; or, if earlier,
  - (e) as soon as the recipient acknowledges actual receipt.
- 21.5 A technical defect in service of which the Trustee Directors are unaware at the time does not invalidate decisions taken at a meeting.
- 21.6 Subject to any requirement of the Companies Act, documents and notices may be sent to the Charity by Electronic Means to the address specified by the Charity for that purpose and such documents and notices sent to the Charity are sufficiently authenticated if the identity of the sender is confirmed in the way the Charity has specified.

## **22 INDEMNITY**

- 22.1 without prejudice to any indemnity to which he or she may otherwise be entitled, every person who is or was at any time a Trustee Director of the Charity shall be indemnified and kept indemnified out of the Charity's assets against all liability incurred by him or her as such or as a Trustee Director:
- (a) in defending any proceedings, whether civil or criminal, in respect of alleged negligence, default, breach of duty, breach of trust or otherwise in relation to the Charity or its affairs, in which judgment is given in his or her favour or in which he or she is acquitted or in defending or settling any such proceedings which are otherwise disposed of on terms previously agreed with the Trustee Directors or on terms otherwise approved by the Trustee Directors without a finding or admission of negligence, default, breach of duty or breach of trust on this part; and/or
  - (b) in connection with any application under the Companies Act in which relief is granted to him or her by the court.
- 22.2 provided that this Article 24 shall not grant, or entitle any such person to, indemnification to the extent that it would cause this Article, or any part of it, to be void under the Companies Act.
- 22.3 without prejudice to any indemnity to which he or she may otherwise be entitled (including, for the avoidance of doubt, any indemnity under or pursuant to these Articles) and to the extent permitted by the Companies Act, the Trustee Directors shall have power in the name and on behalf of the Charity to:

- (a) grant on such terms as it sees fit to any person who is or was a Trustee Director of the Charity an indemnity or indemnities out of the assets of the Charity in respect of any liability incurred by him or her in his or her capacity as Trustee Director and to amend, vary or extend the terms of any such indemnity so granted, again on such terms as the Board sees fit; and/or
- (b) enter into and amend, vary or extend such arrangements as it sees fit to provide any person who is or was a Trustee Director of the Charity with funds to meet expenditure incurred or to be incurred by him or her in defending any criminal or civil proceedings brought against him or her as such or in connection with any application for relief under the Companies Act or Charities Act or to enable any such person to avoid incurring any such expenditure.