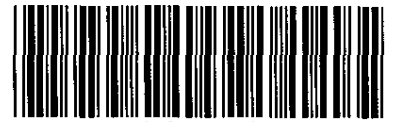


Company Number: 06303512

**The Companies Act 2006**  
**Company Limited by Guarantee**  
**Written Resolution**  
**of**  
**Wigan Athletic FC Community Trust**  
**(Company)**

MONDAY



A10 \*A8GJBRQJ\* #294  
21/10/2019  
COMPANIES HOUSE

On June 25<sup>th</sup> 2019, all of the members of the Company who were entitled to vote on the resolution, passed the resolution below:

**Special Resolution**

1. That the regulations contained in the printed document attached to this resolution be and the same are hereby approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association.

.....  
**Trustee/Director**

**Company number: 06303512**

**The Companies Act 2006  
Company Limited by Guarantee and not  
having a Share Capital**

**Articles of Association  
of  
Wigan Athletic FC Community Trust**

**muckle<sup>LLP</sup>**

Muckle LLP  
Time Central  
32 Gallowgate  
Newcastle upon Tyne  
NE1 4BF

Company number: 06303512

**The Companies Act 2006**  
**Company Limited by Guarantee**  
**and not having a Share Capital**  
**Articles of Association**  
**of**  
**Wigan Athletic FC Community Trust**  
**(Charity)**

**1. Definitions and Interpretation**

1.1 In these Articles, unless the context requires otherwise:

<b>Annual Trustee Meeting</b>	has the meaning given in Article 23.6;
<b>Articles</b>	means these articles of association of the Charity;
<b>CA 2006</b>	means the Companies Act 2006 including any statutory re-enactment or modification for the time being in force;
<b>Chair</b>	means the chair of the board of Trustees appointed under Article 27.4;
<b>Charity</b>	means the company intended to be regulated by these Articles;
<b>Circulation Date</b>	in relation to a written resolution has the meaning given in Section 290 of the CA 2006;
<b>Clear Days</b>	in relation to the period of a notice means the 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;
<b>Club</b>	means Wigan Athletic A.F.C Limited (CRN: 00270043) whose registered office is situated at DW Stadium, Loire

Drive, Robin Park, Wigan, Lancashire, WN5 0UZ;

**Commission**

means the Charity Commission for England and Wales (or its successor body);

**Companies Acts**

has the meaning given to it in Section 2 of the CA 2006 insofar as the Companies Acts apply to the Charity;

**Connected Person**

in relation to a Trustee means any person falling within 1 (one) or more of the following categories:

(a) any spouse, civil partner, parent, child, sibling, grandparent or grandchild of a Trustee;

(b) the spouse or civil partner of any person in paragraph (a) above;

(c) any person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is referred to in paragraph (a) or (b) above;

(d) any company, partnership, limited liability partnership or firm of which a Trustee is a paid director, member, partner or employee or a shareholder holding more than 1 (one) per cent of the issued share capital;

(and in relation to a Trustee **Connected** has a corresponding meaning);

**Document**

includes a summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;

**Electronic Form and  
Electronic Means**

have the meanings respectively given to them in Section 1168 of the CA 2006;

<b>Executed</b>	includes any mode of execution;
<b>Financial Expert</b>	means an individual, company or firm who or which is authorized to give investment advice under the Financial Services and Markets Act 2000 including any statutory re-enactment or modification of it;
<b>Hard Copy and Hard Copy Form</b>	have the meanings respectively given to them in Section 1168 of the CA 2006;
<b>Memorandum</b>	means the memorandum of association of the Charity;
<b>Nominated Trustee</b>	means a Trustee appointed under Article 19;
<b>Office</b>	means the registered office of the Charity;
<b>Officers</b>	includes the Trustees, the Secretary and any managers of the Charity;
<b>Public Holiday</b>	means Christmas Day, Good Friday and any day that is a public holiday or a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Charity is registered;
<b>Seal</b>	means the common seal of the Charity (if any);
<b>Secretary</b>	means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity including a joint assistant or deputy secretary (if any);
<b>Subsidiary Company</b>	means any company in which the Charity holds more than 50 (fifty) per cent of the shares, controls more than 50 (fifty) per cent of the voting rights attached to the shares or has the right to appoint a majority of the board of directors;
<b>Trustees</b>	means the directors of the Charity, who are charity trustees as defined by Section 177 of the Charities Act 2011 (and

**Trustee** has a corresponding meaning);

**United Kingdom**

means Great Britain and Northern Ireland; and

**Writing**

includes the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Words importing the masculine gender only shall include the feminine and neuter gender. Use of the singular includes the plural and vice versa.
- 1.3 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.4 Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Acts as in force on the day on which the Articles become binding on the Charity.
- 1.5 Subject to Article 1.4 any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or modified from time to time by statute and to subordinate legislation made under it.
- 1.6 The relevant model articles of association for a company limited by guarantee are hereby expressly excluded.

**2. Name and Office**

- 2.1 The name of the Charity is Wigan Athletic FC Community Trust Foundation save that the Charity may change its name by a special resolution or by a unanimous decision of the Trustees in accordance with these Articles.
- 2.2 The Charity's Office is to be situated in England and Wales.

**3. Objects**

The Charity's objects (**Objects**) are for the benefit of the public generally, both in the United Kingdom and overseas and, in particular, the inhabitants of Wigan and its surrounding areas (including without limitation, Ormskirk, St Helens and Rainford):

- 3.1 to promote community participation in healthy recreation by providing facilities for the playing of association football and other sports capable of improving health (**facilities** in this Article 3 means land, buildings, equipment and organising sporting activities);
- 3.2 to provide and assist in providing facilities for sport, recreation or other leisure time occupation of such persons who have need for such facilities by reason of their youth, age, infirmity or disablement, financial hardship, poverty or social and economic circumstances or for the public at large in the interest of social welfare and with the object of improving their conditions of life;
- 3.3 to relieve sickness and to preserve and promote physical and mental health through healthy recreation and such charitable means as the Trustees think fit;
- 3.4 to advance the education (including academic, social and physical education) of children and other persons through such charitable means as the Trustees think fit; and
- 3.5 for the general purposes of such charitable bodies or for such other exclusively charitable purposes in each case as the Trustees may from time to time decide.

#### **4. Exercise of Powers**

In furtherance of the Objects but not otherwise the Charity may exercise the following powers:

- 4.1 to provide or assist with the provision of sports coaching and training, the holding of matches and organisation of related activities;
- 4.2 to provide or assist with the provision of leagues, cup competitions, tournaments and friendly matches;
- 4.3 to promote and carry out research (provided that such research shall be made available to the public);
- 4.4 to provide information, advice and guidance;
- 4.5 to publish or distribute information including by means of reports, books, leaflets, films, videos, websites and any other media;
- 4.6 to 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;
- 4.7 to accept or disclaim gifts of money or any other property;

- 4.8 to raise funds and to invite and receive contributions (provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations);
- 4.9 to purchase, take on, lease, acquire, alter, improve, construct and maintain property and equip it for use;
- 4.10 to sell, charge, let, mortgage or otherwise dispose of property and buildings (subject to such consents as may be required by law including Part 7 of the Charities Act 2011);
- 4.11 (subject to Article 5 below) to employ such staff who shall not be Trustees of the Charity as are necessary for the proper pursuit of the Objects and to make all reasonable provisions for the payment of pensions and superannuation to staff and their dependants;
- 4.12 to support or establish or aid in the establishment of any charitable trusts, associations or institutions formed for all or any of the Objects;
- 4.13 to acquire, merge, collaborate, amalgamate or co-operate with other charities or voluntary bodies operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- 4.14 alone or with other organisations to seek to influence public opinion and to make representations to and to seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations (provided that at all times all such activities shall be confined to those which a charity may properly undertake);
- 4.15 to insure the property of the Charity against any foreseeable risk and (subject to Section 189 of the Charities Act 2011) to take out other insurance policies to protect the Charity and the Trustees when required;
- 4.16 to establish or acquire subsidiary companies to assist or act as agents for the Charity or to carry on trading activity;
- 4.17 to borrow money and give security for loans subject always to and in accordance with the Trustee Act 2000 and the Charities Act 2011;
- 4.18 to invest the monies of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to delegate the management of investments to a Financial Expert or Experts (provided that:



- 4.18.1 the investment policy is set out in Writing for the Financial Expert or Experts by the Trustees;
- 4.18.2 timely reports of all transactions are provided to the Trustees;
- 4.18.3 the performance of the investments is reviewed regularly by the Trustees;
- 4.18.4 the Trustees are entitled to cancel such delegation arrangement at any time;
- 4.18.5 the investment policy and the delegation arrangements are reviewed regularly;
- 4.18.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance; and
- 4.18.7 the Financial Expert or Experts must not do anything which is outside the powers of the Trustees).
- 4.19 to deposit or invest funds (subject to Article 4.18 above), to employ or engage a Financial Expert or Experts and to arrange for the investments or other property of the Charity to be held in the name of a nominee in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 4.20 to deposit documents or other physical assets with any company or other body registered or having a place of business in England and Wales as custodian and to pay any reasonable fee required;
- 4.21 to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation of the Charity and its registration with the Charity Commission and HM Revenue & Customs and the maintenance of a policy of trustee indemnity insurance (as the Trustees may require from time to time in accordance with Article 4.15 above);
- 4.22 to apply the capital or income of the Charity:
  - 4.22.1 to make loans (either free of interest or at such rate(s) of interest and on such terms as the Trustees shall at their sole discretion decide) of such amount as the Trustees may determine in each case to any person(s), association, club, company or other organisation in the territory specified in Article 3 above for any purpose approved by the Trustees; and
  - 4.22.2 to make grants, prizes, awards, scholarships or bursaries to such person(s), association, club, company or other organisation in furtherance of the Charity's

Objects as the Trustees shall at their sole discretion decide for any purpose approved by the Trustees;

4.23 to set aside income for special purposes or as a reserve against future expenditure but only in accordance with a policy in Writing on reserves determined by the Trustees; and

4.24 to do all such other lawful things as may further the Objects.

## **5. Income and Expenditure**

5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to members of the Charity and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: provided that nothing in these Articles shall prevent any payment in good faith by the Charity:

5.1.1 of a benefit to any member of the Charity or to any Trustee (or a Connected Person) in his or her capacity as a beneficiary of the Charity;

5.1.2 to any Trustee of reasonable and proper out of pocket expenses;

5.1.3 of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Charity or a Trustee (or a Connected Person) may also be a member holding not more than 1 (one) per cent of the issued share capital of that company;

5.1.4 of reasonable and proper remuneration for any goods or services supplied to the Charity by any member of the Charity who is not a Trustee (or a Connected Person);

5.1.5 (subject to and in accordance with the conditions set out in Section 185(2) of the Charities Act 2011) of reasonable and proper remuneration to any Trustee (or a Connected Person) for any goods or services supplied to the Charity on the instructions of the Trustees (excluding in the case of a Trustee the service of acting as Trustee and any services performed under a contract of employment with the Charity) provided that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes this provision is also treated as applying to any Trustee if it applies to a person Connected with that Trustee);

- 5.1.6 of interest on money lent by any member of the Charity or a Trustee (or a Connected Person) at a reasonable and proper rate;
  - 5.1.7 of reasonable and proper rent for premises demised or let by any member of the Charity or a Trustee (or a Connected Person);
  - 5.1.8 of reasonable and proper premiums in respect of trustee indemnity insurance effected in accordance with Article 4.21;
  - 5.1.9 to any Trustee or other Officer of the Charity of any indemnity effected in accordance with Article 42 (Indemnity); or
  - 5.1.10 of any benefit expressly authorised in Writing by the Commission;
- so long as in the case of any benefit conferred on a Trustee or a Connected Person under this Article 5 the relevant Trustee must comply with Article 28 (Conflicts of Interest).

- 5.2 For the avoidance of doubt a Trustee's duty under Section 175 of the CA 2006 to avoid a conflict of interests with the Charity shall be disapplied in relation to all transactions and arrangements permitted under or by virtue of this Article 5 and described in Articles 5.1.1 to 5.1.10 inclusive.

## **6. Liability of Members**

The liability of the members is limited.

## **7. Members' Undertaking**

Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

## **8. Residual Assets**

- 8.1 At any time before, and in expectation of, the winding up or dissolution of the Charity the members of the Charity or, subject to any resolution of the members, the Trustees may resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on the dissolution or winding up of the Charity be applied or transferred in any of the following ways:

- 8.1.1 directly for the Objects of the Charity;

8.1.2 to any charitable institution or institutions for purposes falling within the Objects of the Charity; or

8.1.3 to any charitable institution or institutions for purposes similar to the Objects of the Charity;

8.2 In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity under this Article 8 (except to any member which is itself a charitable institution chosen to benefit under this Article 8).

8.3 If no resolution is passed in accordance with Article 8.1, the net assets of the Charity shall be applied for such charitable purposes as are directed by the Commission.

## **9. Members**

9.1 There shall be at least 2 (two) members of the Charity. The subscribers to the Memorandum, the Club and such other persons or organisations as are admitted to membership in accordance with the Articles and any rules made under Article 43 shall be members of the Charity.

9.2 If a person becomes a member as a representative of an unincorporated organisation, the name of the member, the name of the unincorporated organisation and the fact that the member is its representative shall be entered in the register of members. Subject to the Trustees' right to decline to accept any person as a member, the unincorporated organisation shall be entitled to replace the member who is its representative with another person by giving notice to the Charity and without it being necessary for the outgoing member to give notice or the incoming member to complete an application form.

9.3 Every corporate members shall appoint an individual to represent it at meetings of the Charity and the name of such representative and the fact that he or she is the representative of such member shall be noted in the register of members. A corporate member shall be able to replace its representative with another individual by giving notice to the charity and without it being necessary for the outgoing representative to give notice or the incoming representative to complete an application form.

9.4 Subject to Article 9.2, membership is not transferable to anyone else.

9.5 The Trustees must keep a register of names and addresses of the members.

## **10. Classes of Membership**

- 10.1 The Trustees may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.
- 10.2 The Trustees may not directly or indirectly alter the rights or obligations attached to a class of membership.
- 10.3 The rights attached to a class of membership may only be varied if:
  - 10.3.1 three-quarters of the members of that class consent in Writing to the variation; or
  - 10.3.2 a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.
- 10.4 The provisions in these Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.
- 10.5 The Trustees may establish such classes of associate membership (if any) with such description and with such rights and obligations (including the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such rules as the Trustees shall make provided that no such associate members shall in such capacity be members of the Charity for the purposes of these Articles or the Companies Acts.

## **11. Admission to Membership**

- 11.1 Subject to Article 9.1, no person may become a member of the Charity unless:
  - 11.1.1 he or she has applied for membership in a manner approved by the Trustees; and
  - 11.1.2 the Trustees have approved the application.
- 11.2 Unless the Trustees or the Charity in general meeting shall make other provision under Article 43 (Rules):
  - 11.2.1 the Trustees shall have power to prescribe criteria for membership (but shall not, by doing so, be obliged to accept any person as a member); and
  - 11.2.2 the Trustees may in their absolute discretion decline any application for membership of the Charity and need not give reasons for so doing.

## **12. Cessation of Membership**

Membership shall terminate if:

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

- 12.2 the member, being an individual, is convicted of a criminal offence which involves dishonesty;
  - 12.3 the member, being a Trustee, ceases to be a Trustee;
  - 12.4 the member resigns by giving at least 7 (seven) days' notice in Writing to the Charity provided that upon such retirement take effect the number of members is not less than the minimum number required under Article 9.1 above; or
  - 12.5 the member is removed from membership by a resolution of the Trustees on the grounds that it is in the best interests of the Charity that his or her membership is terminated. A resolution to remove a member from membership may only be passed if:
    - 12.5.1 the member has been given at least 21 (twenty one) days' notice in Writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed; and
    - 12.5.2 the member or, at the option of the member, the member's representative (who need not be a member of the Charity) has been allowed to make representations to the meeting.
13. **General Meetings**
- 13.1 The Trustees may call a general meeting at any time and on the requisition of members pursuant to the provisions of the Companies Acts the Trustees shall call a general meeting within 21 (twenty one) days from the date of receipt of the requisition and the general meeting shall be held no later than 28 (twenty eight) days after the date of the notice calling the meeting.
  - 13.2 If there are not within the United Kingdom sufficient Trustees to call a general meeting any Trustee or any member of the Charity may call a general meeting.
14. **Notice of General Meetings**
- 14.1 An annual general meeting and a meeting called for the passing of a special resolution or an ordinary resolution appointing a person as a Trustee shall be called by at least 21 (twenty one) Clear Days' notice and all other general meetings must be called by at least 14 (fourteen) Clear Days' notice save that any general meeting may be called by shorter notice if it is agreed by a majority in number of members having a right to attend and vote being a

majority together holding not less than 90 (ninety) per cent of the total voting rights at the meeting of all the members.

14.2 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted [(and in the case of an annual general meeting shall specify the meeting as such)]. If a special resolution is to be proposed, the notice must include the text of the proposed resolution and specify that it is proposed as a special resolution. The notice must also contain a statement setting out the right of members to appoint a proxy under Section 324 of the CA 2006.

14.3 Notice of any general meeting shall be given to every member, to the Trustees and to the auditors of the Charity.

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

#### **15. Proceedings at General Meetings**

15.1 No business shall be transacted at any general meeting unless a quorum is present. Unless otherwise determined by ordinary resolution, 2 (two) persons entitled to vote upon the business to be transacted (being a member, a proxy or a duly authorised representative of a corporate member) or one tenth of the total number of such persons for the time being (rounded up to a whole number), whichever is the greater, shall constitute a quorum PROVIDED THAT where there is only 1 (one) member of the Charity, the quorum shall be 1 (one).

15.2 If a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place as the Trustees may determine.

15.3 The Chair of the Trustees (if any) or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of the meeting but if neither the Chair nor such other Trustee (if any) is present within 15 (fifteen) minutes after the time appointed for holding the meeting and willing to act the Trustees present shall elect 1 (one) of their number to be chair of the meeting and if there is only 1 (one) Trustee present and willing to act he or she shall be chair of the meeting. If no Trustee is willing to act as chair of the meeting or if no Trustee

is present within 15 (fifteen) minutes after the time appointed for holding the meeting the members present and entitled to vote shall choose 1 (one) of their number to be chair of the meeting.

15.4 A Trustee shall notwithstanding that he or she is not a member be entitled to attend and speak at any general meeting.

15.5 The chair of the meeting 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 adjournment not taken place. When a meeting is adjourned for 14 (fourteen) days or more at least 7 (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.

15.6 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it in particular that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting whether directly or by telephone communication or by video conference, an internet video facility or similar electronic method allowing visual and/or audio participation.

## **16. Voting Procedure at General Meetings**

16.1 A resolution put to the vote of a 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 provisions of the Companies Acts, a poll may be demanded:

16.1.1 by the chair of the meeting; or

16.1.2 by at least 2 (two) members having the right to vote at the meeting; or

16.1.3 by a member or members representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting.

16.2 Unless a poll is duly demanded a declaration by the chair of the meeting 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.

- 16.3 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chair of the meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 16.4 A poll shall be taken as the chair of the meeting directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 16.5 In the case of an equality of votes whether on show of hands or on a poll the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have. An ordinary resolution may only be passed by a simple majority in accordance with Section 282 of the CA 2006. A special resolution may only be passed by a majority of not less than 75 (seventy five) per cent in accordance with Section 283 of the CA 2006.
- 16.6 A poll demanded on the election of a chair of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chair of the meeting directs not being more than 30 (thirty) days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business or other than the question on which the poll is 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.
- 16.7 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least 7 (seven) Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

## **17. Votes of Members**

- 17.1 Subject to Article 17.2, every member shall have 1 (one) vote at a general meeting and be entitled to appoint another person as his or her proxy to exercise any of his or her rights to attend and speak and vote at a general meeting of the Charity.

- 17.2 No member shall be entitled to vote at any general meeting unless all monies then payable by him or her to the Charity have been paid.
- 17.3 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 of the meeting whose decision shall be final and conclusive.
- 17.4 Any corporate member or unincorporated organisation which is a member of the Charity may by resolution of its council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity and the person so authorised shall be entitled to exercise the same powers on behalf of the corporate member or unincorporated organisation which he or she represents as the corporate member or unincorporated organisation could exercise if it were an individual member of the Charity.
- 17.5 A vote given or poll demanded by the duly authorised representative of a corporate member or unincorporated organisation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at the Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

**18. Written Resolutions**

- 18.1 Subject to this Article 18 and the Companies Acts, a written resolution agreed by:

18.1.1 in the case of an ordinary resolution members representing more than 50 (fifty) per cent; or

18.1.2 in the case of a special resolution members representing not less than 75 (seventy five) per cent;

of the total voting rights of eligible members shall be as effective as if passed at a duly convened general meeting. For the purposes of this Article 18 the **eligible members** are the member who would have been entitled to vote on the written resolution on the Circulation Date of the resolution.

- 18.2 Subject to Articles 17.2, on a written resolution each member shall have one vote.

- 18.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 18.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.
- 18.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 18.6 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
19. **Trustees**
- 19.1 The number of Trustees shall be not less than 3 (three) but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum provided always that the Club (or any successor body) shall be entitled at any time to appoint up to 3 (three) persons as Trustees (**Nominated Trustees**) and may at any time remove and replace any of its Nominated Trustees by giving notice in Writing to the Charity.
- 19.2 The first Trustees shall be those persons named in the statement delivered pursuant to Section 12(1) of CA 2006 who shall be deemed to have been appointed under the Articles. Future Trustees shall be appointed as provided subsequently in the Articles.
- 19.3 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of Trustees.
20. **Patrons**
- The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they think fit.
21. **Power of Trustees**
- 21.1 Subject to the provisions of the Companies Acts and the Articles and to any directions given by special resolution, 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 and no such direction by the members shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article 21 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 the powers exercisable by the Trustees.

21.2 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Trustees shall have the following powers namely:

21.2.1 to expend the funds of the Charity in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Charity such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the Charity; and

21.2.2 to enter into contracts on behalf of the Charity.

## **22. Eligibility to be a Trustee**

22.1 Any person who is eligible and willing to act as a Trustee may be appointed to be a Trustee in accordance with Article 23 (Appointment and Retirement of Trustees) or 26 (Trustees' Appointments).

22.2 No person may be appointed as a Trustee:

22.2.1 unless he or she has attained the age of 18 (eighteen) years;

22.2.2 if (had he or she already been a Trustee) he or she would have been disqualified from acting under the provisions of Article 23.1; or

22.2.3 his or her appointment would result in the number of Trustees exceeding the maximum set by or in accordance with these Articles.

## **23. Appointment and Retirement of Trustees**

23.1 Subject to Article 19, Trustees shall be appointed by a decision of the Trustees in accordance with this Article 23 or by the Charity at any time in general meeting by ordinary resolution.

23.2 Subject to Article 19, each Trustee shall retire from office at the conclusion of the third Annual Trustee Meeting following the commencement of his or her term of office but shall then be eligible for reappointment under Article 23.3.

23.3 Trustees retiring under this Article 23.1 may be reappointed for a consecutive period ending at the conclusion of the third Annual Trustee Meeting following his or her most recent

retirement but, subject to Article 23.4, a Trustee who has served for 9 (nine) years or more consecutively must take a break from office and may not be reappointed until the earlier of:

23.3.1 the anniversary of the commencement of his or her break from office; and

23.3.2 the Annual Trustee Meeting following the Annual Trustee Meeting at which his or her break from office commenced;

save that in exceptional circumstances the Trustees may decide to disapply the restriction on reappointment set out in this Article 23.3.

23.4 If the retirement of a Trustee under Article 23.3 causes the number of Trustees to fall below the minimum specified in Article 19, the retiring Trustee shall remain in office until a new appointment is made.

23.5 The Trustees may co-opt not more than 3 (three) Trustees. A co-opted Trustee's term of office shall terminate at the conclusion of the next following Annual Trustee Meeting but he may be reappointed in accordance with this Article 23.

23.6 For the purposes of this Article 23 the **Annual Trustee Meeting** shall be the meeting of the Trustees at which the annual accounts of the Charity are adopted and a **year** shall be the period between an Annual Trustee Meeting and the next one.

23.7 Each of the Trustees appointed as at the date of adoption of these Articles shall retire as follows:

23.7.1 3 (three) shall retire after serving 1 (one) year in office;

23.7.2 3 (three) shall retire after serving 2 (two) years in office; and

23.7.3 2 (two) shall retire after serving 3 (three) years in office

(together the **Transitional Arrangements**) and each shall be eligible for re-appointment at the Annual Trustee Meeting following his or her retirement as stipulated under the Transitional Arrangements. Trustees appointed after the date of adoption of these Articles shall retire from office at the conclusion of the third Annual Trustee Meeting following the commencement of his or her term of office but shall then be eligible for reappointment under Article 23.8.

23.8 Trustees retiring under Article 23.7 may then be reappointed for a consecutive period ending at the conclusion of the third Annual Trustee Meeting following his or her most recent retirement but, subject to Article 23.4, a Trustee who has served for 9 (nine) years or more consecutively must take a break from office and may not be reappointed until the earlier of:

23.8.1 the anniversary of the commencement of his or her break from office; and

23.8.2 the Annual Trustee Meeting following the Annual Trustee Meeting at which his or her break from office commenced;

save that in exceptional circumstances the Trustees may decide to disapply the restriction on reappointment set out in this Article 23.7.

23.9 If the retirement of a Trustee under Article 23.7 causes the number of Trustees to fall below the minimum specified under or in accordance with Article 19, the retiring Trustee shall remain in office until a new appointment is made (and in the event that more than 1 (one) Trustee is due to retire under Article 23.7 the Trustee to remain in office under this Article 23.9 shall be the shortest-serving Trustee unless otherwise agreed by the retiring Trustees).

## **24. Disqualification and Removal of Trustees**

A Trustee shall cease to hold office if he or she:

- 24.1 ceases to be a director by virtue of any provision in the Companies Acts or is disqualified from acting as a Trustee by virtue of Section 178 of the Charities Act 2011;
- 24.2 is deemed by HM Revenue & Customs not to be a fit and proper person to be a manager of a charity for the purposes of the Finance Act 2010;
- 24.3 becomes incapable by reason of illness or injury of managing and administering his or her own affairs;
- 24.4 resigns from his or her office by notice to the Charity (but only if at least the minimum number specified in Article 19 will remain in office when the notice of resignation is to take effect);
- 24.5 is absent without the permission of the Trustees from all their meetings held within a period of 6 (six) months and the Trustees resolve that his or her office be vacated;
- 24.6 [being a Nominated Trustee appointed in accordance with Article 19 above, ceases to hold office at and/or to be an employee of the Club and/or the Charity for whatever reason howsoever arising unless otherwise resolved by the Trustees at a duly convened and held meeting of the Trustees;]
- 24.7 is the subject of a bankruptcy order or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which has an effect similar to that of bankruptcy;

- 24.8 makes a composition with his or her creditors generally in satisfaction of his or her debts;
- 24.9 is removed from office by the Trustees on the grounds that he is in material or persistent breach of the Charity's code of conduct as amended from time to time. A decision to remove a Trustee from office under this Article 24.9 may only be passed if:
- 24.9.1 the Trustee has been given at least 21 (twenty one) Clear Days' notice in writing of the meeting of the Trustees at which the decision will be made and the reasons why it is to be proposed; and
- 24.9.2 the Trustee or, at the option of the Trustee, the Trustee's representative (who need not be a Trustee) has been allowed to make representations to the meeting;
- 24.10 being a member of the Charity, ceases to be a member;
- 24.11 being an employee or officer of the Club, ceases to be such an employee or officer of the Club; or
- 24.12 is removed from office in accordance with Section 168 of the CA 2006.

**25. Trustees' Expenses**

The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or otherwise in connection with the discharge of their duties but (subject to Article 5) shall otherwise be paid no remuneration.

**26. Trustees' Appointments**

- 26.1 Subject to the provisions of the Companies Acts and to Article 5 (Income and expenditure) above the Trustees may appoint 1 (one) or more of their number to the unremunerated office of managing director or to any other unremunerated executive office under the Charity. Any such appointment may be made upon such terms as the Trustees determine. Any appointment of a Trustee to an executive office shall terminate if he or she ceases to be a Trustee.
- 26.2 Except to the extent permitted by Article 5 (Income and expenditure) above, no Trustee shall take or hold any interest in property belonging to the Charity or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Charity is a party.

## 27. **Proceedings of Trustees**

- 27.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. A Trustee may (and the Secretary at the request of a Trustee shall) call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall (subject to Article 2.1) be decided by a majority of votes but in the case of an equality of votes the chair of the meeting shall (subject to Article 28) have a second or casting vote.
- 27.2 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees but shall not be less than 2 (two) Trustees, whichever is the greater [provided always that in each case at least 1 (one) Trustee shall have been appointed by the Club in accordance with Article **Error! Reference source not found.** above]. A meeting of the Trustees at which business is to be transacted may consist of a conference between Trustees who are not all in the same place, but of whom each is able (whether directly or by telephonic communication or by video conference, an internet video facility or similar electronic method allowing simultaneous visual and/or audio participation) to speak to each of the others and to be heard by each of the others simultaneously and the word **meeting** in these Articles shall be construed accordingly.
- 27.3 The Trustees may act notwithstanding any vacancies in their number but if the number of Trustees is less than the number fixed as the quorum the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 27.4 The Trustees may appoint 1 (one) of their number to be chair of their meetings (**Chair**) and may at any time remove him or her from that office. Unless he or she is unwilling to do so the Chair shall preside at every meeting of Trustees at which he or she is present but, if there is no Trustee holding that office or if the Chair is unwilling to preside or is not present within 5 (five) minutes after the time appointed for the meeting, the Trustees present may appoint 1 (one) of the number to be chair of the meeting.

## 28. **Conflicts of Interest**

- 28.1 Unless Article 28.2 below applies, a Trustee must declare the nature and the extent of:



- 28.1.1 any direct or indirect interest which he or she (or a Connected Person) has in a proposed or existing transaction or arrangement with the Charity or any Subsidiary Company; and
- 28.1.2 any duty owed to a third party or any direct or indirect interest which he or she (or a Connected Person) has which conflicts or possibly may conflict with his or her duties to the Charity or the interests of the Charity.
- 28.2 There is no need to declare any interest or duty:
  - 28.2.1 of which the other Trustees are, or ought reasonably to be, already aware; or
  - 28.2.2 of which the Trustee is not aware (but for this purpose a Trustee is treated as being aware of matters of which he or she ought reasonably to be aware).
- 28.3 If the interest or duty of the Trustee (or the Connected Person) cannot reasonably be regarded as likely to give rise to a conflict of interests or duties with, or in respect of, the Charity, the Trustee is entitled to participate in any decision making process, to be counted in the quorum and to vote under the normal procedures but may recuse himself or herself from any such participation. Any uncertainty about whether a Trustee's interest or duty is reasonably likely to give rise to a conflict of interests or duties with, or in respect of, the Charity shall be determined by the other Trustees acting reasonably and in good faith.
- 28.4 Unless Article 28.5 below applies, whenever a Trustee (or a Connected Person) has an interest or duty which conflicts (or may reasonably be regarded as likely to give rise to a conflict of interests or duties) with, or in respect of, the Charity, the relevant Trustee must:
  - 28.4.1 withdraw from that part of the meeting unless expressly invited to remain but only for the purposes of providing information to the meeting;
  - 28.4.2 not be counted in the quorum for that part of the meeting; and
  - 28.4.3 withdraw during the vote and have no vote on the matter.
- 28.5 The provisions of Articles 28.4.1 to 28.4.3 inclusive shall not apply in relation to any discussion or decision in relation to the following payments or other benefits:
  - 28.5.1 any benefit received by a Trustee or a Connected Person in his or her capacity as a beneficiary of the Charity under Article 5.1.1 and which is generally available to the beneficiaries of the Charity;
  - 28.5.2 reimbursement of a Trustee's expenses permitted under Article 5.1.2;

28.5.3 the purchase of any premium in respect of trustee indemnity insurance permitted under Article 5.1.8; or

28.5.4 payment to a Trustee or other Officer of an indemnity permitted under Article 5.1.9; unless in the circumstances the other Trustees decide to the contrary.

## **29. Authorising Conflicts of Interest**

29.1 The Trustees may, in accordance with the requirements set out in this Article 29, authorise any matter proposed to them by any Trustee which would, if not authorised, involve a Trustee breaching his or her duty under Section 175 of the CA 2006 to avoid a conflict of interests. For the avoidance of doubt nothing in this Article 29 shall permit or authorise the conferral of any payment or other benefit from the Charity not expressly permitted under Article 5.

29.2 Any authorisation under this Article 29 shall be effective only if:

29.2.1 the matter is proposed to the Trustees in accordance with these Articles or as otherwise agreed by the Trustees;

29.2.2 the Trustees comply with the procedure set out at Article 28; and

29.2.3 the non-conflicted Trustees consider it in the interests of the Charity to authorise the conflict of interests in the circumstances applying.

29.3 Any authorisation of a matter under this Article 29 may:

29.3.1 extend to any actual or potential conflict of interests which may reasonably be expected to arise out of the matter so authorised;

29.3.2 be subject to such terms and for such duration or to such limits or conditions as the Trustees may determine; and

29.3.3 be terminated or varied by the Trustees at any time (but this will not affect anything done by the Trustee in accordance with the terms of authorisation prior to such termination or variation).

29.4 In authorising a conflict of interests under this Article 29, the Trustees may decide (whether at the time of giving the authority or subsequently) that, if the relevant Trustee has obtained any information through his or her involvement in the conflict of interests otherwise than as a Trustee of the Charity and in respect of which he or she owes a duty of confidentiality to another person, the relevant Trustee shall be under no obligation to:

- 29.4.1 disclose such information to the Trustees or to any Trustee, Officer or employee of the Charity;
- 29.4.2 where, to do so, would amount to a breach of that duty of confidentiality.
- 29.5 Where the Trustees authorise a conflict of interests under this Article 29, they may provide without limitation (whether at the time of giving the authority or subsequently) that the relevant Trustee excluded from discussions (whether at meetings of the Trustees or otherwise) related to the conflict of interests is not given any document or other information relating to the conflict of interests.
- 29.6 Where the Trustees authorise a conflict of interests under this Article 29, the relevant Trustee:
- 29.6.1 will be obligated to conduct himself or herself in accordance with any terms imposed by the Trustees in relation to the conflict of interests; and
- 29.6.2 will, notwithstanding such authorisation, comply at all times with his or her overriding obligation not to infringe any duty he or she owes to the Charity by virtue of Sections 171 to 177 of the CA 2006.
- 29.7 A Trustee is not required, by reason of being a Trustee (or because of the fiduciary relationship established by being a Trustee) of the Charity to account to the Charity for any remuneration, profit or other benefit which he or she derives from or in connection with a relationship involving a conflict of interests which has been authorised by the Trustees or by the Charity in general meeting (subject in each case to any terms, durations, limits or conditions attaching to that authorisation) and no contract shall be avoided on such grounds.
- 29.8 Where there is a sole Trustee of the Charity, the members of the Charity may, subject to the provisions of the CA 2006, authorise by ordinary resolution any matter proposed to them by the sole Trustee which would, if not so authorised, involve the sole Trustee breaching his or her duty under Section 175 of the CA 2006 to avoid conflicts of interest. Any authorisation of a matter under this Article 29.8 may (whether at the time of giving the authority or subsequently):
- 29.8.1 extend to any actual or potential conflict of interests which may reasonably be expected to arise out of the matter so authorised;

29.8.2 be subject to such terms and for such duration or to such limits or conditions as the Trustees may determine; and

29.8.3 be terminated or varied by the Trustees at any time (but this will not affect anything done by the Trustee in accordance with the terms of authorisation prior to such termination or variation).

29.9 For the avoidance of doubt a Trustee's duty under Section 175 of the CA 2006 to avoid conflict of interests with the Charity shall be disapplied in relation to all transactions and arrangements permitted under or by virtue of Article 5 and described in Articles 5.1.1 to 5.1.10 inclusive and Articles **Error! Reference source not found.** to **Error! Reference source not found.**

### 30. **Validity of Trustees' Acts**

30.1 Subject to Article 30.2, all acts done by a Trustee Meeting, or of a committee of Trustees, shall be as valid notwithstanding the participation in any vote of a Trustee:

30.1.1 whose appointment was defective;

30.1.2 who was disqualified from holding office;

30.1.3 who had previously retired or who had been obliged by the constitution to vacate office; or

30.1.4 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

as if that person was qualified and had been duly appointed and had continued to be a Trustee and had been entitled to vote.

30.2 Article 30.1 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if the Trustee has not complied with Article 28 (Conflicts of Interests) or if, but for Article 30.1, the resolution would have been void or not duly passed.

### 31. **Delegation by the Trustees**

31.1 Subject to the Articles the Trustees may delegate to any person or committee any of their powers or functions, the implementation of any of their decisions or the day-to-day management of the affairs of the Charity by such means, to such an extent, in relation to

such matters or areas, and on such terms as they think fit. The Trustees may alter or revoke the terms of any such delegation in whole or in part at any time.

31.2 The Trustees may authorise the sub-delegation of the relevant powers, functions, implementation of decision or day-to-day management by any person or committee to whom they are delegated.

31.3 The Trustees may by power of attorney or otherwise appoint any person or persons to be the agent of the Charity for such purposes and on such terms as they may determine.

31.4 The Trustees may alter or revoke the terms of any such delegation or authority for sub-delegation in whole or in part at any time.

### **32. Committees of Trustees**

In the case of delegation to committees of Trustees;

32.1 the Trustees may determine the composition of any committee entirely at their own discretion save that it must include 1 (one) or more Trustees;

32.2 the acts and proceedings of the committee must be reported regularly to the Trustees and any decision made by any committee must be reported promptly to the Trustees;

32.3 the Trustees may make such regulations and impose such terms and conditions and give such authorities to any committee as they may from time to time determine;

32.4 no committee shall incur expenditure or liability on behalf of the Charity unless authorised by the Trustees or in accordance with a budget approved by the Trustees; and

32.5 the meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees insofar as they are applicable and are not superseded by any regulations made by the Trustees.

### **33. Delegation of Management Powers**

In the case of the delegation of the day-to-day management of the Charity to a chief executive or other executive office holders:

33.1 the delegated power shall be to manage the Charity by implementing the strategy and policies adopted or approved by, and within the budget approved by, the Trustees and (insofar as is applicable) to advise the Trustees in relation to such strategy, policy and budget;

33.2 the Trustees shall provide the chief executive or any other executive office holder with a description of his or her role and the extent of his or her authority; and

33.3 the chief executive or any other executive office holder shall report regularly to the Trustees on the activities carried on in managing the Charity and shall provide the Trustees regularly information sufficient to explain the financial position of the Charity.

**34. Written Resolutions of Trustees**

A resolution in Writing signed by all the Trustees (or all the members of a committee of Trustees) entitled to vote on that matter shall be as valid and effective as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held. Such a resolution may consist of several documents in the same form each signed or authenticated by 1 (one) or more of the Trustees.

**35. Bank Account**

Any bank account in which any part of the assets of the Charity is deposited shall be operated by the Trustees and shall indicate the name of the Charity. All cheques and orders for the payment of money from any such account shall be signed by at least 2 (two) Trustees or any 1 (one) Trustee and 1 (one) duly authorised signatory appointed by the Trustees from time to time for the purpose of this Article 35.

**36. Secretary**

The Trustees may appoint a Secretary for such term at such remuneration (if not a Trustee) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. If there is no Secretary:

36.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to the 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

36.2 anything else authorised or required to be done by or to the Secretary may be done by or to a Trustee or a third person authorised generally or specially in the behalf by the Trustees.

**37. Seal**

The Seal (if any) shall only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the

Seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

**38. Irregularities**

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.

**39. Minutes**

The Trustees must cause minutes to be made in books kept for the purpose:

- 39.1 of all appointments of officers made by the Trustees;
- 39.2 of all resolutions of the Charity and of the Trustees (including decisions of the Trustees made without a meeting); and
- 39.3 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.

**40. Records and Accounts**

- 40.1 The Trustees shall comply with the requirements of the CA 2006 and the Charities Act 2011 as to maintaining a register of members, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Commission of:
  - 40.1.1 annual reports;
  - 40.1.2 annual returns; and
  - 40.1.3 annual statements of account.
- 40.2 No member shall (in such capacity) have any right of inspecting any accounting records or other book or document of the Charity except as conferred by any rule of law or authorised by the Trustees or by ordinary resolution of the members.

**41. Communications by the Charity**

- 41.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the CA 2006 provides for

Documents or information which are authorised or required by any provision of the CA 2006 to be sent or supplied by the Charity, including:

- 41.1.1 in Hard Copy Form;
  - 41.1.2 in Electronic Form; or
  - 41.1.3 by making it available on a website.
- 41.2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).
- 41.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.
- 41.4 A member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called. Where any Document or information is sent or supplied by the Charity to the members:
- 41.4.1 where it is sent by post it is deemed to have been received 48 (forty eight) hours (excluding Saturdays, Sundays and Public Holidays) after it was posted;
  - 41.4.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
  - 41.4.3 where it is sent or supplied by means of a website, it is deemed to have been received when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 41.5 Proof that an envelope containing a Document, a notice or information was properly addressed, prepaid and posted shall be conclusive evidence that such Document, notice or information was sent. Proof that a Document, a notice or information was properly addressed and sent or supplied by Electronic Means shall be conclusive evidence that such Document, notice or information was sent or supplied.
- 41.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Charity that notices or Documents sent to that person in a



particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 (forty eight) hours.

- 41.7 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current address. Notices of general meetings need not be sent to a member who does not register an address with the Charity or who registers only a postal address outside the United Kingdom, or to a member for whom the Charity does not have a current address.

#### **42. Indemnity**

Subject to the provisions of the Companies Acts, every Trustee or other Officer of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in that capacity in defending any proceedings (whether civil or criminal) in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

#### **43. Rules**

- 43.1 The Trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity and for the purposes of prescribing classes of and conditions of membership and associate membership in particular they may by such rules or bye laws regulate:

43.1.1 the admission and classification of members and associate members of the Charity (including the admission of organisations to membership and associate membership) and the rights and privileges of such members and associate membership and the conditions of membership and associate membership and the terms on which members and associate members may resign or have their membership or associate membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members and associate members;

43.1.2 the conduct of members and associate members of the Charity in relation to one another and to the Charity's Officers or servants;

43.1.3 the setting aside of the whole or any part of parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;

43.1.4 the procedure at general meetings and meetings of the Trustees and committees of the Trustees insofar as such procedure is not regulated by the Articles;

43.1.5 generally all such matters as are commonly the subject matter of company rules.

43.2 The Charity in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Trustees shall adopt such means as they think sufficient to bring to the notice of the members and associate members of the Charity (as applicable) all such rules or bye laws, which shall be binding on all members and associate members of the Charity (as applicable): provided that (unless otherwise expressly provided for in these Articles) no rule or bye law shall be inconsistent with or shall affect or repeal anything contained in the Articles.

#### **44. Alteration of the Articles**

44.1 No additions, alterations or amendments shall be made to or in the provisions of these Articles except by special resolution passed in general meeting or by written resolution in accordance with these Articles.

44.2 No additions, alterations or amendments shall be made to or in the provisions of the Articles which would have the effect that the Charity would cease to be a company to which section 60 of the CA 2006 applies or would cease to be a charity.

44.3 The Charity shall make no regulated alterations (as defined in section 198 of the Charities Act 2011) to or in the provisions of the Articles without the prior written consent of the Commission.

#### **45. Winding Up**

45.1 The Charity may be wound up voluntarily at a general meeting called on not less than 21 (twenty one) days' notice subject to the passing of a special resolution.

45.2 In the event of the winding up of the Charity in accordance with Article 45.1 above the Trustees after settlement of all financial obligations shall distribute the proceeds of the Charity's residual assets in accordance with Articles 7 (Members' Undertaking) and 8 (Residual Assets) above.