

Company number:6521773

THURSDAY



THE COMPANIES ACTS 1985 TO 2006

Company Limited by Guarantee and not having a Share Capital

MEMORANDUM OF ASSOCIATION OF VOLUNTARY ORGANISATIONS DISABILITY GROUP

1. Name of Company and Meaning of Words

The name of the Company is Voluntary Organisations Disability Group, called in this document "the Company". Terms defined in the Company's Articles of Association shall have the same meaning when used in this Memorandum as long as this meaning is consistent with the subject or context.

2. Registered Office

The registered office of the Company will be in England and Wales.

3. Objects of the Company

3.1 The objects of the Company (the "Objects") are:-

To promote for the public benefit voluntary sector providers of social care support services to disabled people in particular but not exclusively by:

(a) liaising between charities, voluntary organisations, government agencies and other groups on relevant issues;

(b) educating and undertaking research in relation to the provision and financing of social care services and/or other support for disabled people by voluntary and charitable providers;

(c) identifying needs in the voluntary sector and establishing projects or policies to address them;

(d) acting as a representative of the voluntary sector in relation to government policies and legislation;

(e) providing advice and information to promote the efficiency and effectiveness of the provision of social care and/or other support services for disabled people by voluntary and charitable providers;

With a view to promoting the independence of disabled people who are receiving or who may require social care services and/or other support.

'The Voluntary Sector' means charities and voluntary organisations.

- Charities are organisations, which are established for exclusively charitable purposes in accordance with the law of England and Wales.
- Voluntary organisations are independent organisations, which are established for purposes that add value to the community as a whole, or a significant section of the community, and which are not permitted by their constitution to make a profit for private distribution. Voluntary organisations do not include local government or other statutory authorities.

4. Powers of the Company

4.1 The Company has the following powers which may be used only to promote the Objects:-

- (a) to buy, take on lease, sell, lease, share or otherwise dispose of, hire, charge or mortgage or acquire property of any sort;
- (b) to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;
- (c) to employ and pay any employees, officers, servants and professional or other advisers;
- (d) subject to any restrictions in the Charities Act, to borrow money, invite and receive contributions or grants, enter into contracts, seek subscriptions or raise money in any way including carrying on trade but not by means of Taxable Trading;
- (e) to give or receive guarantees or indemnities;
- (f) to promote or undertake study or research and disseminate the results of such research;
- (g) drawing on the knowledge, experience and expertise of its members, to seek to influence policy and practice in relation to social care services for disabled people;

- (h) to produce, print and publish anything in any media;
- (i) to provide or procure the provision of services, education, training, consultancy, advice, support, counselling, guidance, grants, scholarships, awards or materials in kind;
- (j) to promote and advertise the Company's activities;
- (k) to invest any money in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves;
- (l) to undertake any charitable trust;
- (m) to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;
- (n) to establish, promote and otherwise assist any limited company or companies or other bodies for the purpose of acquiring any property or of furthering in any way the Objects or to undertake trading and to establish the same either as wholly owned subsidiaries of the Company or jointly with other persons, companies, government departments or local authorities and to finance such limited company or companies or other body by way of loan or share subscription or other means;
- (o) to establish, support, federate with or join or amalgamate with any companies, institutions, trusts, societies or associations;
- (p) to transfer to or to purchase or otherwise acquire from any charities, institutions, societies or associations any property, assets or liabilities, and to perform any of their engagements;
- (q) to open and operate bank accounts and other banking facilities;
- (r) to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;
- (s) to co-operate and enter into any arrangements with any governments, authorities or any person, company or

association;

- (t) to insure any risks arising from the Company's activities;
- (u) to the extent permitted by law, to purchase indemnity insurance out of the funds of the Company to indemnify any of the Trustees against any personal liability in respect of:
 - (i) any breach of trust or breach of duty committed by them in their capacity as charity trustees or trustees for the Company;
 - (ii) any negligence, default, breach of duty or breach of trust committed by them in their capacity as directors or officers of the Company or of any body corporate carrying on any activities on behalf of the Company;
 - (iii) any liability to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986.

Any such insurance in the case of (u)(i) or (u)(ii) must be so framed as to exclude the provision of an indemnity for a person in respect of:

- (a) any liability incurred by a Trustee to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
- (b) any liability incurred by a Trustee in defending any criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him; or
- (c) any liability incurred by a Trustee to the Company that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Company or in the case of which he did not care whether it was in the best interests of the Company or not.

Any insurance in the case of (u) (iii) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;

- (v) to make such ex gratia payments as are considered

reasonable and fair with the consent of the Charity Commission;

(w) to pay all the expenses and costs of establishing the Company;

(x) to delegate upon such terms and at such reasonable remuneration

as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment (an "investment" is an asset which is capable of producing income and may also increase in capital value);

Provided always that :-

(i) the Managers are properly authorised to carry on investment business;

(ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;

(iii) the Managers are under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers and report regularly on the performance of investments managed by them;

(iv) the Company is entitled at any time to review, alter or terminate the delegation or the terms thereof;

(v) the Company is bound to review the arrangements for delegation at intervals but so that any failure by the Company to undertake such reviews shall not invalidate the delegation;

(y) to permit any investments belonging to the Company to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such;

(z) to do anything else within the law which helps promote the

Objects.

5. Use of income and property

5.1 The income and property of the Company shall be used solely for the promotion of the Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the Company or Trustees, and no Trustee may be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company except as shown below under 'Allowed Payments' and then only after complying with any requirements of the Act and the Charities Act, PROVIDED this shall not prevent a member of the Company receiving any benefit as a beneficiary.

6. Allowed Payments

6.1 The Company may pay:-

- (a) Reasonable and proper payment to any officer, employee, professional or other adviser of the Company who is not a Trustee for any services to the Company.
- (b) Reasonable and proper remuneration to a Trustee for services actually rendered or goods supplied to the Company (save for services rendered in his capacity as a Trustee) including the usual professional charges for services provided or business done by a Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or her firm instructed by the Company to act in a professional capacity on its behalf, PROVIDED THAT:-
 - (i) the number of Trustees so remunerated in any accounting period shall not exceed one third of the Trustees;
 - (ii) that no resolution to approve such remuneration to a Trustee shall be effective unless it is passed at a meeting of the Trustees;
 - (iii) such Trustee shall not vote on any resolutions relating to his or her engagement by the Company.
- (c) Reasonable interest on the money lent by any member of the Company or any Trustee. The annual rate of interest must

not be higher than two per cent below the base rate of one of the major clearing banks in the United Kingdom.

- (d) Reasonable out-of-pocket expenses to any Trustee.
- (e) Reasonable and proper payment to a company of which a Trustee holds not more than a hundredth of the capital.
- (f) Reasonable and proper rent of premises demised or let by any member of the Company or Trustee.
- (g) To the extent permitted by law, reasonable and proper premiums in respect of any insurance policy taken out pursuant to 4(u) above.
- (h) Any payment to a Trustee under the indemnity provisions in the Articles of Association.

PROVIDED THAT no member of the Company or Trustee shall vote on or be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give any remuneration or a benefit to that member of the Company or Trustee other than the approval of any permitted indemnity insurance or the payment of an indemnity where such payment is to be made to a majority of the Trustees.

PROVIDED further that nothing shall prevent a Trustee receiving benefits as a beneficiary.

7. Alterations to this Memorandum

- 7.1 No alterations to this Memorandum may be made which would cause the Company to cease to be a charity in law. Other alterations to this Memorandum may only be made by special resolution or written resolution. For a special resolution to be valid, 21 Clear Days' notice (or such shorter period of notice as is legally sufficient from time to time) of it must be given specifying it as a special resolution and it will be passed as a special resolution if at least 75% of those voting vote in favour of it. Such a special resolution may be passed on shorter notice if 95% of the total number of members having the right to vote agree (or such lower percentage as is legally sufficient from time to time), unless it is in respect of an annual general meeting in which case 100% of the members having the right to vote agree to such short notice (or such lower percentage as is legally sufficient from time to time).

7.2 Alterations may only be made to the Objects or to any clause of this Memorandum or Articles which directs or restricts the way money or the property of the Company may be used or which gives Trustees any benefit with the Charity Commission's prior written consent where this is required by law.

7.3 The Charity Commission and the Registrar of Companies must be informed of alterations and all future copies of the Memorandum issued must contain the alterations.

8. Limited Liability

8.1 The liability of the members is limited.

9. Guarantee by Members of the Company

9.1 Every member of the Company agrees to contribute to the Company £1 or any smaller amount required if:-

- (a) the Company is wound-up while he or she is a member or within a year afterwards; and
- (b) the Company has debts and liabilities which it cannot meet out of its assets.

10. Winding-up of the Company

10.1 If the Company is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must be given or transferred to some other charitable institution or institutions. This other institution(s) must have objects which are similar or ancillary to those of the Company and must prohibit the distribution of its income and property among its members to an extent similar to the restrictions in this Memorandum of Association.

10.2 The institution or institutions will be chosen by the Trustees of the Company at or before the time when the Company is wound-up or dissolved.

We, the people whose names, addresses and descriptions are written below, wish to form into a company with this Memorandum of Association.

Name:

Address:

Occupation:

Signature:

Name:

Address:

Occupation:

Signature:

Dated this day of 2007

Witness to the above signatures

Name**Address**

Occupation

Company number:

THE COMPANIES ACTS 1985 TO 2006

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION OF

VOLUNTARY ORGANISATIONS DISABILITY GROUP

Meaning of Words

- 1.1 In these Articles and the Memorandum the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:-

1.2	Words	Meanings
	Act	The Companies Acts 1985 and 1989 including any statutory modification or re-enactment thereof from time to time
	Articles	These Articles of Association
	Associate Members	Has the meaning given in Article 8 and Associate Member will be construed accordingly
	Chair	The Chair of the Trustees. Where the Chair is unable to act, the term includes any person discharging the functions of the Chair.
	Charities Act	The Charities Acts 1992, 1993 and 2006 including any statutory modification or re-enactment thereof from time to time.
	Charity Commission	The Charity Commission of England and Wales
	Clear Days	In relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates
	Company member	Voluntary Organisations Disability Group A member of the company for the purposes of

	company law, being either an organisation or an individual meeting the criteria set out in article 4.
Month	Calendar month
Objects	The Objects of the Company as defined in clause 3 of the Company's Memorandum of Association
Office	The registered office of the Company
ordinary resolution	Means a resolution at a duly convened meeting of the members in respect of which more than half of the members who vote, vote in favour; and (except in the case of a vote to remove a director or auditor before the end of their term of the office) may also be passed as a written resolution of all the members (or such lower proportion as is from time to time legally required for a written ordinary resolution)
Regulations	Any rules, standing orders or regulations made in accordance with these Articles
Seal	The common seal of the Company
Signed	Shall include faxes and electronic forms of signatures, including where used in electronic mail and attachments to such
Special Business	As defined in Article 12.3
special resolution	Means either a resolution at a duly convened meeting of the members in respect of which at least 75 per cent of the members who vote, vote in favour; or a written resolution of all the members (or such lower proportion as is from time to time legally required for a written special resolution)
Taxable Trading	Carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax
Trustees	The directors of the Company
United Kingdom	Great Britain and Northern Ireland

In Writing

Written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form including by e-mail or fax

- 1.3 Words in the singular form include the plural and vice versa.
- 1.4 The words "person" or "people" include corporations.
- 1.5 Apart from the words defined above, any words or expression defined in the Act will have the same meanings in these Articles, provided they are consistent with the subject or context.
- 1.6 Headings are not part of the Memorandum or Articles.

2. The Constitution of the Company; Rights of Inspection

- 2.1 The Company is established for the Objects.
- 2.2 A copy of the Memorandum and Articles and any Regulations must be available for inspection by the members of the Company at the Office. Any member who requests a copy of the Memorandum and Articles of Association must be sent a copy.

3. Members

- 3.1 The number of members of the Company is unlimited.
- 3.2 The Company must keep at the Office a register of members showing their name, postal address, e-mail address (if supplied), fax number (if supplied) and dates of becoming a member and ceasing to be a member.
- 3.3 The register is available for inspection by: (i) the members of the Company without charge; and (ii) any other person on payment of a fee prescribed by the Company, subject to any maximum fee imposed by law.

4. Membership

- 4.1 The initial members are the subscribers who signed these Articles.
- 4.2 Membership is open to the following :-
 - (a) Any organisations which are registered charities and other non-statutory bodies which provide support services to disabled people and which the Trustees decide to admit to membership.

- (b) Any individuals aged 18 or over whom the Trustees decide to admit to membership.

4.3 A member which is an organisation must, if asked, give a copy of its constitution to the Company.

4.4 Each member which is an organisation is required to appoint one representative. The representative should normally be the chief executive officer of the organisation unless otherwise agreed by the Trustees. At any time by giving notice in Writing to the Company, that member can cancel the appointment of its representative and appoint another instead. The member must confirm the name of its representative at the Company's request. The representative has the right to attend and to vote at general meetings of the Company and any vote given shall be valid unless prior to the vote the Company receives written notice ending the representative's authority.

4.5 The Trustees may delegate the power to admit members.

4.6 All members must pay the subscriptions (if any) that the Trustees decide from time to time. The Trustees may fix differing rates for subscriptions.

5. No transfer of Membership

5.1 None of the rights of any member of the Company may be transferred or transmitted to any other person or organisation.

6. Ending of Membership

6.1 A member stops being a member of the Company if:

- (a) the member resigns from membership by giving notice in Writing to the Company; or
- (b) membership is ended under Article 7; or
- (c) the member's subscription (if any) remains unpaid six months after it is due and the Trustees resolve to end that member's membership; or
- (d) the member fails to respond in Writing within 60 days of being sent a notice in Writing requesting confirmation that they wish to remain a member and the Trustees resolve to end membership. The notice must contain a warning that membership may be ended; or
- (e) the member (if an organisation) ceases to function or is wound up; or (if an individual) dies.

7. Removal from Membership

- 7.1 The Trustees may suspend the rights of any member by giving the member notice in Writing of the suspension.
- 7.2 Within 28 days of receiving that notice the member can appeal in Writing to the Company against the suspension. If no appeal is received within the time limit, the member automatically stops being a member. If an appeal is received within the time limit, the suspension must be considered by the Trustees or a committee appointed by the Trustees. The member has the right to be heard at the meeting or may make written representations. The meeting must either confirm the suspension, in which case membership ends, or lift the suspension.

8. Associate Membership

- 8.1 The Trustees may at any time if they think fit admit persons and/or organisations to Associate Membership. The rights attached to Associate Membership shall be decided by the Trustees from time to time provided however that Associate Members will not be members of the Company for the purposes of company law and will not have any right to vote at general meetings of the Company. The Trustees may set one or more levels of subscription for Associate Members. The Trustees will be at liberty at any time to cease to offer Associate Membership.

9. General Meetings

- 9.1 To the extent required by law or deemed expedient by the Trustees, the Company shall hold an annual general meeting in addition to any other general meeting in every calendar year. The annual general meeting must be specified as such in the notices calling it. To the extent required by law, the first annual general meeting must be held within 18 months of the incorporation of the Company and not more than 15 months must pass between one annual general meeting and the next.

10. Extraordinary General Meetings

- 10.1 All general meetings except annual general meetings are called extraordinary general meetings.

11. Calling of Extraordinary General Meetings

- 11.1 The Trustees may call an extraordinary general meeting whenever they wish. Such a meeting must also be called if not less than ten percent of the members of the Company request it in Writing, subject to the provisions of the Act.

12. Notice of General Meetings

- 12.1 An annual general meeting and a meeting called for the passing of a special and/or elective resolution must be called by giving at least 21 Clear Days' notice (or such shorter notice as is legally sufficient from time to time) in Writing. Other general meetings must be called by giving at least 14 Clear Days' notice in Writing. These notices must specify the place, date, time and general nature of any Special Business and, in the case of a special, extraordinary or elective resolution the exact wording of the resolution must be set out in the notice. Notice of the meeting must be given to everyone entitled by these Articles to receive it and must be given in accordance with Article 53.1.
- 12.2 However, even if shorter notice is given than that required above, the meeting will be treated as having been correctly called if it is so agreed:-
- (a) in the case of an annual general meeting, by all the members entitled to attend and vote at it (or such lower proportion of the members as is legally sufficient from time to time); or
 - (b) in the case of any other general meeting, by a majority of the members who have a right to attend and vote. But this majority must represent at least 95% of the total membership of the Company members who have voting rights (or such lower percentage as is legally sufficient from time to time).
- 12.3 At an extraordinary general meeting all business will be treated as Special Business. At an annual general meeting all business will be treated as Special Business except the consideration of accounts and balance sheets, the reports of the Trustees and auditors, the election of Trustees in place of those retiring, the appointment of auditors, and the fixing of the remuneration of the auditors.

13. Quorum

- 13.1 Business may be transacted at a general meeting only if a quorum of members is present in person or by proxy when the meeting begins to deal with its business. A quorum is one third of the members.

14. Adjournment if no Quorum

- 14.1 If the meeting is called by the demand of members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in any other way, the meeting may be adjourned to another day, time and place as the Trustees may decide.

- 14.2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

15. Chair

- 15.1 The Chair (if any) of the Trustees should normally preside as Chair at every general meeting of the Company. If there is no Chair, or if he/she will not be present within 15 minutes after the appointed starting time or is unwilling to take the chair, the Trustees shall select the Chair of the meeting and in default the members at the meeting shall select a Chair.

16. Adjournment of the Meeting

- 16.1 The Chair may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place. But no business may be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.
- 16.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

17. Voting on Resolutions

- 17.1 At any general meeting a resolution put to the vote of the meeting is decided by a show of hands unless a poll is demanded (before or after the result of the show of hands is declared). A poll may be demanded by the Chair or a member or member's proxy who is present. Members may vote by a proxy.

18. Proxies

- 18.1 A person holding a proxy may vote on any resolution.
- 18.2 An instrument appointing a proxy shall be in Writing executed by or on behalf of the appointer and shall be in any usual or common form or in such other form as the Trustees may approve and shall be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated in such instrument of proxy, be valid for any adjournment of the meeting as well as for the meeting to which it relates. The instrument appointing a proxy and any authority under which it is executed shall be deposited at the Office 48 hours prior to the general meeting, with the Secretary or the Chair of that meeting. No instrument appointing a proxy

shall be valid after the expiration of 12 months from the date of its execution.

18.3 A person validly appointed as a proxy or nominated representative of a member will be deemed to have authority to vote or demand a poll in accordance with the Articles, unless written termination of that person's authority is received by the Chair of the meeting or the company secretary prior to the meeting, adjourned meeting or poll.

18.4 Where the Trustees do not fix the form of a proxy any instrument appointing a proxy in the following form, or as near to it as the circumstances admit, will be acceptable.

"I
of
a member of Voluntary Organisations Disability Group
hereby appoint the Chair of the meeting
of
and failing him or her
of
as my proxy to vote for me on my behalf at the [Annual/Extraordinary]
General Meeting of the Company to be held on the
day of and any adjournment thereof.

Signed on the day of "

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

19. Declaration of Chair is Final

19.1 Unless a poll is demanded, the Chair's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book.

19.2 The demand for a poll may be withdrawn.

20. When a poll is taken

20.1 A poll must be taken immediately, if it is correctly demanded to elect a Chair or to decide upon an adjournment. Polls about other things will be taken whenever the Chair says so. Business which is not the subject of a poll may be dealt with before or during the poll.

20.2 The Chair will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.

21. Voting and Speaking

- 21.1 Every member including the Chair has one vote at general meetings. If the votes are level, the Chair has a casting vote.
- 21.2 The auditor or reporting accountant has the right to attend and speak at general meetings.

22. Written Agreement to Resolution

- 22.1 Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term, members may pass a valid resolution without a meeting being held. But for the resolution to be valid:
- (a) it must be in Writing;
 - (b) it must be signed by all those members (or their duly authorised representatives) entitled to receive notice of and, to attend general meetings (or by such smaller proportion of members as is legally sufficient from time to time);
 - (c) it may consist of two or more documents in identical form signed by members;
 - (d) the passing of the resolution must comply with any other requirements of the law from time to time.

23. Management by the Trustees

- 23.1 The business of the Company is managed by the Trustees. They may pay all the expenses of promoting and registering the Company. They may use all powers of the Company which are not, by the Act or by these Articles, required to be used by a general meeting of the Company. But the Trustees are at all times governed first by the Act, second by the Memorandum and Articles, and third by any Regulations that the Trustees may make.

24. Composition of the Trustees

- 24.1 The first Trustees consist of those people named in Statement of First Directors filed under Section 10 of the Act and sent to the Registrar of Companies when the Company is formed. After that, the Trustees consist of between three and nine persons.

25. Filling vacancies in the Trustees

- 25.1 The Trustees can appoint anyone who is a member or the representative of a member to fill a vacancy in the Trustees. Any such person will serve until the next annual general meeting and will then be eligible for re-election by the members.

26. Terms of office

- 26.1 A person who is first elected or appointed as a Trustee at an annual general meeting must retire at the third annual general meeting following his election or appointment. For such a person this period is his first "three- year term".

A person who is first appointed as Trustee by the Trustees must retire at the next annual general meeting and is then eligible for re-election by the members. He must retire at the third annual meeting following his first re-election. For such a person, the period commencing with his initial appointment by the Trustees and ending on the fourth annual general meeting following such initial appointment by the Trustees is his first "three- year term".

- 26.2 In any other case, a "three-year term" in this Article means the period between a person's re-election at an annual general meeting and the third annual general meeting following such re-election.
- 26.3 At the first three annual general meetings, one-third of the Trustees shall retire. In the absence of agreement, those to retire shall be selected by lot.
- 26.4 No person may serve more than six years, or two three-year terms (whichever is the longer) in the same role as a Trustee.
- 26.5 No person may serve more than nine years, or three three-year terms (whichever is the longer) in total as a Trustee.

27. Postal or Electronic Elections of Trustees

- 27.1 If the Trustees decide to hold a postal or electronic ballot for the election or re-election of Trustees:
- (a) members must be informed of the method and time limits for submitting nominations not less than 63 Clear Days before the relevant general meeting. The Board may, if it thinks fit, invite nominations for particular roles among the Trustees, namely Chairman, up to two Vice Chairmen, Treasurer and any other roles which the Trustees may decide from time to time. Such notice may be in any communication including a publication sent to members;

- (b) nominations signed by a member (which for the avoidance of doubt may be made by a member or the representative of a member in respect of him/herself) must be submitted in Writing to the Company no later than 42 Clear Days before the date of the relevant general meeting;
- (c) ballot papers or directions for electronic voting shall be sent to all the members of the Company no later than 21 Clear Days before the date of the relevant general meeting;
- (d) the ballot papers or directions for electronic voting shall include details of the deadline by which ballots must be returned to the Company or electronic votes cast and shall inform the members that they have the choice as to whether to cast their votes electronically or by post;
- (e) the counting of the ballots will take place at or prior to the relevant general meeting but after the deadline referred to in (d) above;
- (f) If there is more than one candidate for a specific vacancy, such as Chairman or Vice Chairman, Treasurer or other officer, the successful candidate will be the person who receives the highest number of votes. If in respect of a general vacancy in the Trustees there are more candidates than vacancies, the successful candidate or candidates will be the person or persons who, as between candidates for that vacancy or those vacancies, has or have the highest number of votes.
- (g) If the vote of any member voting by post or electronically is uncertain or spoilt or if doubt arises as to the intention of the members so voting, the Chair shall have an absolute discretion to reject the vote.

28. Meetings of the Trustees

- 28.1 The Trustees may meet, adjourn and run their meetings as they wish, subject to the rest of these Articles.
- 28.2 Questions arising at any meeting must be decided by a majority of votes. Every Trustee has one vote including the Chair. If the votes are equal, the Chair has a second or casting vote.
- 28.3 The Company, if requested by the Chair or a Trustee, must summon a meeting of the Trustees.
- 28.4 Notice of a Trustee Meeting need not be given to any Trustee who is out of

the United Kingdom.

- 28.5 Meetings may be held in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all other participants.

29. Written Resolutions of Trustees

- 29.1 A resolution in Writing Signed by all the Trustees or any committee is as valid as if it had been passed at a properly held meeting of the Trustees or committee. The resolution may consist of several documents in the same form Signed by one or more Trustees or members of the committee.

30. Quorum for the Trustees

- 30.1 The quorum necessary for business to be done at a Trustee meeting is fifty percent of the Trustees, and where this does not produce a whole number the quorum will be the next higher whole number.

31. Trustee Vacancies

- 31.1 The Trustees may act despite any vacancy, but if the number of Trustees falls below the quorum, the Trustees may act only to summon a general meeting of the Company.

32. Validity of Acts Done at Meetings

- 32.1 If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee or that he or she was disqualified, anything done before the discovery at any meeting of the Trustees is as valid as if there were no defect or disqualification.

33. Notification of change of Trustees to the Registrar of Companies

- 33.1 All appointments, retirements or removals of Trustees and the Company Secretary must be notified to the Registrar of Companies.

34. Indemnity of Trustees

- 34.1 Subject to, and to the extent permitted by law from time to time, but without prejudice to any indemnity to which a Trustee may otherwise be entitled the Company may indemnify every Trustee out of the assets of the Company against all costs and liabilities incurred by him which relate to anything done

or omitted or alleged to have been done or omitted by him as a Trustee save that no Trustee may be entitled to be indemnified:

- (a) for any liability incurred by him to the Company or any associated company of the Company (as defined by the Act for these purposes);
- (b) for any fine imposed in criminal proceedings;
- (c) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
- (d) for any liability which he has incurred in defending any criminal proceedings in which he is convicted and such conviction has become final;
- (e) for any liability which he has incurred in defending any civil proceedings brought by the Company or an associated company in which a final judgment has been given against him; and
- (f) for any liability which he has incurred in connection with any application under the Act in which the court refuses to grant him relief and such refusal has become final.

34.2 Subject to, and to the extent permitted by law from time to time, the Company may provide funds to every Trustee to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee, provided that he will be obliged to repay such amounts no later than:

- (a) in the event he is convicted in proceedings, the date when the conviction becomes final;
- (b) in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or
- (b) in the event of the court refusing to grant him relief on any application under the Act, the date when refusal becomes final.

35. Ending of Trusteeship

35.1 A Trustee ceases to hold office if he or she:-

- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or

- (b) becomes barred from being a trustee because of any order made under the Act or by virtue of Section 72 of the Charities Act 1993; or
- (c) becomes incapable whether mentally or physically of managing his or her own affairs; or
- (d) resigns the office by notice in writing to the Company but only if at least three Trustees will remain in office when the resignation takes effect; or
- (e) is absent without notice from four consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign; or
- (f) is directly or indirectly involved in any contract or proposed contract with the Company and fails to declare the nature of his or her interest in the proper way. The proper way is by giving notice at the first meeting which the Trustee attends after that interest arises (or such other way as is legally sufficient from time to time); or
- (g) is removed from office under Article 36;
- (h) is removed by resolution of the Trustees. The Trustee concerned will be entitled to attend and speak at the meeting at which the resolution is proposed. Any such resolution will be voted on by secret ballot and will require at least two-thirds of those voting to vote in favour of the resolution. The Trustee concerned will cease to be a Trustee immediately upon the passing of the resolution; or
- (i) ceases to be a member of the Company, or the organisation of which he or she is the representative ceases to be a member.

36. Removal of a Trustee by a General Meeting

- 36.1 A general meeting of the Company may remove any Trustee before the end of his or her period of office whatever the rest of these Articles or any agreement between the Company and the Trustee may say.
- 36.2 Removal can take place only by the Company passing an ordinary resolution saying so. Member(s) of the Company must give a notice to the Company of intention to remove a Trustee and/or appoint a replacement. At least 28 Clear Days' notice (or such shorter notice as is legally sufficient from time to time) must be given to the Company and subsequently at least 21 Clear Days' notice (or such shorter period of notice as is legally sufficient from time

to time) to the membership. Once the Company receives such notice it must immediately send a copy to the Trustee concerned. He or she has a right to be heard at the general meeting. He or she also has the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the Trustee may require it to be read to the meeting.

37. Cheques and Bills etc

37.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall indicate the name of the Company in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Trustees decide from time to time and cheques shall be signed by two Trustees unless the Trustees otherwise decides.

38. Payment of reasonable expenses to Trustees

38.1 The Trustees may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Company but shall not be paid any other remuneration except as permitted in the Memorandum of Association.

39. The Keeping of Minutes

39.1 The Trustees must have minutes entered in the minute books:-

- (a) of all appointments of officers by the Trustees;
- (b) of the names of the Trustees present at each of its meetings and of any committee of the Trustees;
- (c) of all resolutions and proceedings at all meetings of:
 - (i) The Company;
 - (ii) The Trustees; and
 - (iii) Committees of the Trustees.

40. Conflicts of Interest

40.1 Where any Trustee is under any duty under the Act or any other legal rule and the duty can be satisfied by the matter being authorised by the Trustees or by the consent or approval of the members of the Company, the matter may be so authorised, consented to or approved in such manner as complies with the Act or any other legal obligation.

- 40.1 The Trustees shall also observe the rules in the Act, and such other rules as the Trustees adopt, as to the management of conflicts of duty or interest and shall fully disclose the circumstances giving rise to the conflict.

41. Officers of the Trustees

- 41.1 In any case where the post of Chair or any other officer has not been filled in an election by members, the Trustees may elect from among themselves the Chair or other officer.

42. Delegation by the Trustees

- 42.1 The Trustees may delegate the administration of any of their powers to committees consisting of one or more Trustees and any such committee or Trustee must conform to any rules that the Trustees impose on it.
- 42.2 The Trustees may co-opt any person or people who are not Trustees to serve on the committee.
- 42.3 All acts and proceedings of the committee or Trustees must be reported to the Trustees as soon as possible.

43. Chair of Committees

- 43.1 A committee may elect a chair of its meetings if the Trustees do not nominate one.
- 43.2 If at any meeting the committee's chair is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be chair of the meeting.

44. Meetings of Committees

- 44.1 A committee may meet and adjourn whenever it chooses.
- 44.2 Questions at the meeting must be decided by a majority of votes of the members present.
- 44.3 A committee must have minutes entered in minute books. Copies of these minutes must be given to all Trustees.

45. Appointment and Removal of the Company Secretary

- 45.1 To the extent required by law, the Company must have a Company Secretary. The Trustees may appoint and remove the Company Secretary and may decide his or her period of office, pay (if not a Trustee) and

conditions of service.

46. Actions of Trustees and Company Secretary

46.1 The Act says that some actions must or may be taken both by a Trustee and by the company secretary. If one person is both a Trustee and company secretary, that one person may not act in the capacity of both Trustee and company secretary for any business that requires the action of both a Trustee and the company secretary.

47. The Seal

47.1 If the Company shall decide to use a company seal the Trustees must provide safe custody of the Seal.

47.2 The Seal may only be used as the authority of the Trustees or of a committee authorised by the Trustees to use it.

47.3 Everything to which the Seal is affixed must be:-

(a) signed by a Trustee; and

(b) countersigned by the Company Secretary or by a second Trustee or by some other person appointed by the Trustees for that purpose.

48. Proper Accounts must be Kept

48.1 Accounts shall be prepared in accordance with the Act.

49. Books must be Kept at the Office

49.1 The books of account must be kept at the Office or at other places decided by the Trustees. The books of account must always be open to inspection by Trustees.

50. Inspection of Books

50.1 The Trustees must decide whether, how far, when, where and under what rules the books of account may be inspected by members who are not Trustees. A member who is not a Trustee may only inspect a book of account or document of the Company if the right is given by law or authorised by the Trustees or a general meeting.

51. Account and Returns

51.1 The Trustees must, for each accounting reference period, put before a

general meeting of the Company such reports, statements or accounts as are from time to time required by law.

- 51.2 The Trustees must file with the Registrar of Companies and the Charity Commission all annual returns and other documents that are required to be filed.

52. Appointment of Reporting Accountants or Auditors

- 52.1 The Company must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Company's income or assets from time to time makes this a legal requirement.

53. Service of Notices

- 53.1 The Company may give notice to any member either:

- (i) personally; or
- (ii) by delivering it or sending it by ordinary post to the member's registered address (if the member is a company); or
- (iii) if the member has provided the Company with a fax number, by sending it by fax to that member. This is subject to the member having consented to receipt of notice in this way, where this is a legal requirement; or
- (iv) if the member has provided the Company with an e-mail address, by sending it by e-mail to that address. This is subject to the member having consented to receipt of notice in this way, where this is a legal requirement.

If the member lacks a registered address within the United Kingdom, notice may be sent to any address within the United Kingdom which he or she has given the Company for that purpose or in accordance with (i), (iii) or (iv) above.

- 53.2 If a notice is sent by post, it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. If sent by fax or email it will be treated as properly sent if the Company receives no indication that it has not been properly sent.
- 53.3 If sent by post in accordance with Article 53.1(ii), the notice will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by fax or email, the notice will be treated as having been

received 24 hours after having been properly sent.

53.4 The Company may assume that any fax number or e-mail address given to it by a member remains valid unless the member informs the Company that it is not.

53.5 Where a member has informed the Company in Writing of his consent, or has given deemed consent in accordance with the Act, to receiving notices from the Company by means of a website, notice will be validly given if the Company sends that member a notification informing him that the documents forming part of the notice may be viewed on a specified website. The notification must be sent in accordance with Article 53.1 and must provide the website address, and the place on the website where the notice may be accessed and an explanation of how it may be accessed. If the notice relates to a general meeting the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

54. Accidental Omission of Notice

54.1 Sometimes a person entitled to receive a notice of a meeting does not receive it because of accidental omission or some other similar reason. This does not invalidate the proceedings of that meeting.

55. Who is Entitled to Notice of General Meetings

55.1 Notice of every general meeting must be given to:-

- (a) every member (except those members who lack a registered address within the United Kingdom and have not given the Company an address for notices within the United Kingdom);
- (b) the reporting accountants or auditor of the Company;
- (c) all Trustees; and
- (d) all those with rights of nomination to the Trustees (if any).

55.2 No one else is entitled to receive notice of general meetings.

56. Alteration of the Articles

56.1 The Company may alter these Articles only by a special resolution or by a written resolution.

56.2 No alteration may be made to an Article which directs or restricts the way money or property of the Company may be used or which authorises any benefit for Trustees without the Charity Commission's prior written approval where that is required by law.

56.3 The Charity Commission and the Registrar of Companies must be informed of alterations and all future copies of the Articles issued must contain the alterations.

57. Regulations

57.1 The Trustees may make such regulations, by-laws or standing orders as they see fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a special resolution. No regulation may be made which invalidates any prior act of the Trustees which would otherwise have been valid.

58. Dissolution of the Company

58.1 The Trustees or a general meeting may decide at any time to dissolve the Company. The Company shall then call a meeting of all members entitled to notice of general meetings.

58.2 Any surplus must be used in accordance with the provisions of the Memorandum of Association.

Subscribers

We, the people whose names, addresses and descriptions are written below, wish to form into a company with these Articles of Association.

Signatures, names, addresses and occupations of subscribers

Name:

Address:

Occupation:

Signature:

Name:

Address:

Occupation:

Signature:

Dated this day of 200

Witness to the above signatures:

Name

Address

Occupation