

Articles of Association of InFocus Charity

The Companies Act 2006

Company limited by Guarantee and not having a Share Capital

As adopted by special resolution dated 31 March 2022

Articles.....	3
1. Defined terms	3
2. Objects	3
3. Powers.....	3
4. Limitation on private benefits.....	5
5. Permitted benefits to Trustees and Connected persons.....	5
6. Subsidiary Companies	5
7. Limited liability of Members	6
8. Members of the Charity	6
9. Election and appointment of Trustees	7
10. Chair of Trustees	7
11. Retirement, removal and disqualification of Trustees.....	7
12. Trustees' general authority	8
13. Delegation of Trustees' powers	8
14. Delegation by the Trustees to committees.....	8
15. Delegation of day-to-day management powers	9
16. Decision making by the Trustees.....	9
17. Trustee interests and management of conflicts of interest	9
18. Participation in decision-making.....	9
19. Annual declaration	10
20. Board Meetings	10
21. Participating in Board meetings	11
22. Quorum at Board meetings.....	11
23. Voting at Board meetings.....	12

24.	Annual General Meetings (AGM)	12
25.	General meetings	12
26.	Quorum at AGM and general meetings	13
27.	Adjournment of AGM or general meeting	13
28.	Voting at an AGM and at a general meeting.....	13
29.	Poll votes in respect of an AGM and general meetings	14
30.	Use of proxy by Members	14
31.	Members' Written Resolutions	15
32.	Irregularities	16
33.	Company Secretary	16
34.	Minutes.....	16
35.	Records and accounts	16
36.	Communications by and to the Charity	17
37.	Indemnity	18
38.	Winding-up	18
39.	Regulations.....	18
	Schedule: Interpretation- defined terms.....	19
	Access to this document	21

Articles

1. Defined terms

- 1.1. The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

2. Objects

- 2.1. The objects of the Charity are the relief of persons with a vision impairment and complex needs (whether this is a physical, other sensory or cognitive impairment) by:
 - 2.1.1. Supporting the education and training of persons with a vision or other sensory impairment by such means as the Trustees think fit including (but not limited to) the provision of a day and residential education facility;
 - 2.1.2. Providing care for persons with a vision or other sensory impairment and support for them to live independently in the community;
 - 2.1.3. Supporting the employment of persons with a vision impairment or other sensory complex impairment.

3. Powers

The Charity has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the Charity has the power to:

- 3.1. invest the Charity's money not immediately required for its Objects in or upon any investments, securities, or property;
- 3.2. delegate the management of investments to a Financial Expert or experts provided that:
 - 3.2.1. the investment policy is set down in writing for the Financial Expert or experts by the Trustees;
 - 3.2.2. transactions are reported in agreed timely reports to the Trustees;
 - 3.2.3. the performance of the investments is reviewed regularly by the Trustees;
 - 3.2.4. the Trustees are entitled to cancel the delegation arrangement at any time;
 - 3.2.5. the investment policy and the delegation arrangements are reviewed at least once a year;
 - 3.2.6. all payments due to the Financial Expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt.
- 3.3. in furtherance of the Objects of the Charity, establish, support and aid any charitable associations or institutions and to subscribe and guarantee money for their charitable purposes;
- 3.4. borrow or raise monies for the purposes of the Charity;
- 3.5. enter into contracts to provide services to or on behalf of other bodies,
- 3.6. acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.7. subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit for the benefit of the Charity;

- 3.8. set aside funds for special purposes or as reserves against future expenditure; impose restrictions, which may be revocable or irrevocable, on the use of any property of the Charity, including (without limitation) by creating permanent endowment;
- 3.9. arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert or experts acting under their instructions and pay any reasonable fee required;
- 3.10. lend money and give credit to take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.11. open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.12. subject to the restriction in Article 3.14 raise funds by way of subscription, donation or otherwise;
- 3.13. accept (or disclaim) gifts of money and any other property;
- 3.14. trade in the course of carrying out the Objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.15. establish or acquire subsidiary companies to carry on any trade;
- 3.16. subject to Article 4 engage and pay employees, consultants and professional or other advisers, and make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and former employees and their spouses and dependants;
- 3.17. establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.18. become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's Objects),
- 3.19. undertake and execute charitable trusts;
- 3.20. amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity;
- 3.21. co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them,
- 3.22. pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.23. insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.24. provide indemnity insurance for the Trustees or any other officer of the Charity In accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Charity); and
- 3.25. do all such other lawful things as may further the Charity's Objects.

4. Limitation on private benefits

- 4.1. Subject to Article 5, the income and property of the Charity shall be applied solely towards the promotion of its Objects.

5. Permitted benefits to Trustees and Connected persons

- 5.1. No Trustee may:

- 5.1.1. sell goods, services or any interest in land to the Charity;
- 5.1.2. be employed by, or receive any remuneration from, the Charity, or
- 5.1.3. receive any other financial benefit from the Charity,

unless the payment is permitted by Articles 5.2 or 6 or authorised by the court or the Charity Commission.

- 5.2. A Trustee may receive the following benefits from the Charity:

- 5.2.1. a Trustee or a person who is Connected with a Trustee may receive a benefit from the Charity in his or her capacity as a beneficiary of the Charity;
- 5.2.2. a Trustee or a person who is Connected with a Trustee may be reimbursed by the Charity for, or may pay out of the Charity's property, reasonable expenses properly incurred by him or her when acting on behalf of the Charity;
- 5.2.3. subject to accurate and timely conflict of interest declarations, a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by the Charity 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 services performed under a contract of employment with the Charity) provided that this provision and Article 6.1.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee),
- 5.2.4. a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Charity;
- 5.2.5. a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Charity;
- 5.2.6. the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.24 and
- 5.2.7. a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set out within Article 37.

provided that where benefits are conferred under this Article 5.2, Article 17 (Trustee interests and management of conflicts of interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

6. Subsidiary Companies

- 6.1. A Trustee may receive the following benefits from any Subsidiary Company:

- 6.1.1. a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in his or her capacity as a beneficiary of the Charity or of any Subsidiary Company;

- 6.1.2. a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him or her when acting on behalf of any Subsidiary Company,
- 6.1.3. a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and Article 5.2.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
- 6.1.4. a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
- 6.1.5. a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;
- 6.1.6. any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
- 6.1.7. a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 6.1.3, 6.1.4 or 6.1.5.

7. Limited liability of Members

- 7.1. The liability of the Members is limited.
- 7.2. The Members of the Charity undertake to contribute a sum not exceeding £10 to the assets of the Charity if it is wound up during their membership or within one year afterwards:
 - 7.2.1. for payment of the debts and liabilities of the Charity contracted before they ceased to be Members;
 - 7.2.2. for the costs, charges and expenses of winding up; and
 - 7.2.3. for the adjustment of the rights of the contributories among themselves.

8. Members of the Charity

- 8.1. The subscribers to the Memorandum are the first members of the Charity. Thereafter the Members will be the Trustees of the Charity duly appointed in accordance with the Articles. No person other than a Trustee may be admitted as a Member.
- 8.2. Every person who wishes to become a Member of the Charity shall deliver to the Charity an application for Membership in such form as the Trustees require.
- 8.3. No person shall be admitted as a Member of the Charity unless he or she is approved by the Board of Trustees.
- 8.4. Every Member of the Charity shall be appointed a Trustee of the Charity and shall remain a Trustee whilst he or she remains a Member.

- 8.5. Membership is not transferable and shall cease on death or upon the Member ceasing to be a Trustee of the Charity.

9. Election and appointment of Trustees

- 9.1. The Board of Trustees shall consist of a minimum of five and a maximum of twelve individuals.
- 9.2. Trustees will be appointed by resolution of the Trustees for an initial term of office of three years and may be reappointed for two further terms of three years, serving a maximum of nine years, subject to Article 9.3.
- 9.3. The Trustees may, in circumstances which they consider to be exceptional, permit one or more of the Trustees to serve one additional term of office of up to 1 year, provided that any such further appointment may only take effect with the consent of at least 75% of the other Trustees.

10. Chair of Trustees

- 10.1. The Chair will be appointed by vote of the Trustees. At least two thirds of Trustees rounded up to the nearest whole number must be in agreement with the appointment of the Chair, not including any serving Trustee standing for the role of Chair.
- 10.2. The Chair of the Board is also a Trustee and does not have a casting vote in any vote taken by the Board.
- 10.3. The Chair must be suitably experienced to carry out the role as identified in the role description for the Chair as shall be determined by the Trustees from time to time.
- 10.4. The Chair will be elected for a term of three years. The Chair can stand for a further two terms of up to three years each or the remainder of their maximum term of office as a Trustee, whichever is the shorter.
- 10.5. The Chair will give at least four Board meetings' notice of their intention to resign from the role of Chair wherever practicable.
- 10.6. The office of Chair shall be vacated if:
- 10.6.1. their term of office as Chair expires and the Chair is not re-elected or the maximum number of terms under Article 10.4 are served;
 - 10.6.2. the Chair ceases to be a Trustee for any reason;
 - 10.6.3. the Chair resigns from their position as Chair by notice to the Charity under Article 10.5;
 - 10.6.4. the Chair fails to attend more than two Board meetings in any Academic Year;
 - 10.6.5. the Chair is removed by a majority resolution of the other Trustees.

11. Retirement, removal and disqualification of Trustees

- 11.1. A Trustee's term of office automatically terminates if they:
- 11.1.1. reach the end of their term of office in accordance with Article 9.2;
 - 11.1.2. resign by written notice to the Trustees (but only if at least five Trustees will remain in office);
 - 11.1.3. are disqualified under the Charities Act 2011 from acting as a Charity Trustee or are prohibited by law from being a director of a company, or are disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005 or Charities Act (Northern Ireland) 2008;

- 11.1.4. are, in the reasonable opinion of a majority of the other Trustees, incapable, whether mentally or physically, of managing their own affairs and are removed by a resolution of a majority of the other Trustees;
- 11.1.5. are absent without permission from four Board meetings in a single Academic Year and are removed by a resolution of a majority of the other Trustees;
- 11.1.6. are removed by the Members in accordance with the provisions of the Companies Act;
- 11.1.7. are removed by a resolution passed by a majority of the other Trustees for breaching their duties as a Trustee, or for breaching the Trustees' Code of Conduct (if any), or if a majority of the other Trustees reasonably believe that their removal as a Trustee is in the best interests of the Charity;
- 11.1.8. die; or
- 11.1.9. cease to be a Member.

12. Trustees' general authority

- 12.1. The Board of Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any Special Resolution.
- 12.2. No alteration of the Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
- 12.3. All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.
- 12.4. Subject to the Articles, the Trustees may regulate their proceedings as they think fit.

13. Delegation of Trustees' powers

- 13.1. The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.
- 13.2. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Charity to any person or committee in accordance with the conditions set out in these Articles.

14. Delegation by the Trustees to committees

- 14.1. In the case of delegation to committees:
 - 14.1.1. the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 14.1.2. the composition of any such committee shall be entirely at the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
 - 14.1.3. the deliberations of any such committee created by the Trustees shall be reported regularly to the Trustees in accordance with the sub-committee terms

of reference. Any recommendation or decision taken by any such committee shall be reported promptly to the Trustees;

- 14.1.4. all delegations under this Article shall be variable or revocable at any time;
- 14.1.5. the Trustees may make such Regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and
- 14.1.6. no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

15. Delegation of day-to-day management powers

- 15.1. In the case of delegation of the day-to-day management of the Charity to the CEO:
 - 15.1.1. the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and to advise the Trustees in relation to such policy, strategy and budget;
 - 15.1.2. the Trustees shall provide the CEO with a description of his or her role and the extent of his or her authority; and
 - 15.1.3. the CEO shall report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts sufficient to explain the financial position of the Charity.
- 15.2. In absences of the CEO the Trustees will delegate the day-to-day management to the Charity's executive team and or nominated individual(s) as the Trustees see fit.

16. Decision making by the Trustees

- 16.1. Any decision of the Trustees must be either a majority decision at a meeting held in accordance with Article 20 or a decision taken in accordance with Article 16.2 (unanimous decisions outside of a meeting).
- 16.2. The Trustees may take a unanimous decision outside of a Board meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing. Any decision made pursuant to this Article shall be reported to the next meeting of the Trustees and recorded in the minutes.

17. Trustee interests and management of conflicts of interest

- 17.1. Unless Article 17.2 applies, a Trustee must declare the nature and extent of:
 - 17.1.1. any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and
 - 17.1.2. any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.
- 17.2. There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

18. Participation in decision-making

- 18.1. If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is

entitled to participate in the decision-making process, to be counted in the quorum and to vote on a matter in relation to the matter any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

18.2. If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

18.2.1. the decision could result in the Trustee or any person who is Connected with them receiving a benefit other than

18.2.2. any benefit received in his or her capacity as a beneficiary of the Charity (as permitted under [Article 5.3.1](#)) and which is available generally to the beneficiaries.

18.2.3. the payment of premiums in respect of Indemnity Insurance effected in accordance with [Article 3.24](#),

18.2.4. payment under the indemnity set out at [Article 36](#), and

18.2.5. reimbursement of expenses in accordance with [Article 5.3.2](#); or

18.2.6. a majority of the other Trustees participating in the decision-making process decide to the contrary, in which case he or she must comply with [Article 18.3](#).

18.3. If a Trustee with a conflict of interest or conflict of duties is required, they must:

18.3.1. take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

18.3.2. not be counted in the quorum for that part of the process; and

18.3.3. withdraw during the vote and have no vote on the matter.

18.4. Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles and respect of that conflict:

18.4.1. the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

18.4.2. the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

19. Annual declaration

19.1. Each Trustee must complete a declaration of interests on an annual basis in such form as shall be approved by the Trustees from time to time.

20. Board Meetings

20.1. Board meetings must be held at least six times a year. The dates of these minimum six Board meetings will be agreed no less than one year in advance.

20.2. The PA to the CEO will notify Trustees of all Board and sub-committee dates. All papers for the Board and sub-committee meetings will be shared no less than 5 days before the meeting date.

20.3. The CEO and other staff may attend Board meetings at the discretion of the Chair.

- 20.4. The Trustees shall appoint a Chair under Article 10 to chair all Board meetings and may at any time revoke such appointment.
- 20.5. In the absence of the Chair a replacement will be agreed by the Trustees to chair the meeting, if no-one has been appointed to Chair meetings of the Trustees or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.
- 20.6. The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by the Articles or delegated to them by the Trustees.
- 20.7. Every notice calling a Board meeting in addition to the six fixed Board meetings under Article 20.1 must specify
 - 20.7.1. the place, day and time of the meeting,
 - 20.7.2. the general nature of the business to be considered at such meeting; and
 - 20.7.3. if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

21. Participating in Board meetings

- 21.1. A Board meeting may be held in person, or Virtually by means agreed by resolution of the Trustees (or on a hybrid basis where some participants attend physically and some attend Virtually) in which all participants may communicate with all other participants.
- 21.2. In determining whether Trustees are participating in a Board meeting, it is irrelevant where any Trustee is or how they communicate with each other. In deciding how to conduct their meetings, the Trustees must have regard to the impact their choice of venue or virtual platform has on how accessible their meeting is to all potential participants.
- 21.3. Where a Trustees' meeting is being held wholly or partly Virtually and there is a failure in the technology such that one or more participants is unable to communicate with the other participants, those participants who are still able to participate fully must check whether the meeting is still quorate. If the meeting is not quorate, or it is unclear whether the meeting is quorate, and the ability for all participants to communicate is not re-established within 10 minutes, the Trustees must adjourn the meeting. If the meeting is still quorate, the Trustees may either continue the meeting or adjourn it.

22. Quorum at Board meetings

- 22.1. No decision may be made by a meeting of the Trustees unless a quorum is present at the time when the decision is made. The quorum for a Board meeting shall be 50% of all Trustees, rounded down to the nearest whole number as required.
- 22.2. The quorum for a sub- committee meeting shall be two or 50%, calculated to the nearest whole number, of the total number of sub-committee members, whichever is the greater.
- 22.3. A Trustee shall not be counted in the quorum present when any decision made about a matter upon which that Trustee is not entitled to vote.
- 22.4. The Trustees may act notwithstanding any vacancy in their body provided always that where the number and composition of Trustees shall at any time be reduced below that required for a quorum it shall be lawful for them to act for the purposes of filling vacancies in their body, or summoning a general meeting, but not for any other purpose.

- 22.5. When a quorum is not present no vote shall be taken, but the Trustees present may discuss matters and make recommendations which shall then be reported to the next full meeting of the Trustees for their decision, or it may be agreed that a decision may be taken outside of the meeting.

23. Voting at Board meetings

- 23.1. The Trustees will aim to arrive at a decision which is agreeable by all Trustees.
23.2. Any decision of the Trustees at a Board meeting shall be decided by a majority of votes.
23.3. In the case of an equality of votes, the Chair of the meeting shall not have a second or casting vote.
23.4. 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.

24. Annual General Meetings (AGM)

- 24.1. The Charity will hold an AGM once a year. The date for the AGM will be agreed no less than one year in advance and communicated to all Trustees in their capacity as Members.
24.2. The business to be transacted at the AGM must include Trustees in their capacity as Members:
24.2.1. receiving the accounts of the Charity for the previous Financial Year;
24.2.2. receiving a written report on the Charity's activities;
24.2.3. appointing reporting accountants or auditors for the Charity; and
24.2.4. being informed of the retirement of those Trustees who wish to retire.

25. General meetings

- 25.1. Trustees (in their capacity as Members) are entitled to attend general meetings in person (which may be physically or, where applicable, by Electronic or virtual means, or, subject to compliance with Article 30, by proxy).
25.2. A general meeting shall be called by at least fourteen Clear Days' notice.
25.3. A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from at least 10% of the Membership.
25.4. A general meeting may be called by shorter notice if it is so agreed by 90% of the Trustees acting in their capacity as Members having a right to attend and vote at that meeting.
25.5. Every notice calling a general meeting shall specify the place, day and time of the meeting (and if applicable, the arrangements for accessing the meeting Virtually) and the general nature of the business to be transacted. If a Special Resolution is to be proposed the notice must include the proposed resolution and specify that it is proposed as a Special Resolution.
25.6. Notice of a general meeting shall be given to every Trustee in their capacity as a Member and communicated via email.
25.7. The Charity may make whatever arrangements it considers appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

- 25.8. In determining attendance at a general meeting, it is immaterial whether any two or more Trustees in their capacity as Members attending it are in the same place as each other.
- 25.9. A person is able to exercise the right to vote at a General Meeting when:
- 25.9.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 25.9.2. 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.

26. Quorum at AGM and general meetings

- 26.1. No business shall be transacted at any AGM or general meeting unless a quorum is present when the meeting proceeds to business. Quorum at an AGM or general meeting is 50%, calculated to the nearest whole number, of the total number of Trustees in their capacity as Members present in person (physically or where applicable, Virtually) or by proxy.
- 26.2. If within half an hour from the time appointed for the holding of an AGM or general meeting a quorum is not present, the meeting shall be dissolved and shall stand adjourned until such time, date and place determined by the Board, and if at such adjourned meeting, a quorum is not present within half an hour of the time appointed for holding the meeting the Trustees in their capacity as Members present shall be a quorum.

27. Adjournment of AGM or general meeting

- 27.1. The Chair of Trustees or person taking the role of Chair at any general meeting at which a quorum is present may with the consent of a majority of the Trustees (in their capacity as Members) 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 any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place.
- 27.2. When a meeting is adjourned for more than 14 days but less than a month, the Trustees must give at least seven Clear Days' notice to the same persons to whom notice of the AGM and/or general meeting is required to be given, specifying the time and place of the adjourned meeting and the general nature of the business to be transacted.
- 27.3. When a meeting is adjourned for one month or more after it was adjourned, notice of the adjourned meeting shall be given in the same manner as for an original meeting,
- 27.4. Except for in these circumstances, Trustees (in their capacity as Members) shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.

28. Voting at an AGM and at a general meeting

- 28.1. A resolution put to the vote of an AGM and or general meeting must be decided on a show of hands unless a poll is duly demanded.
- 28.2. On a vote on a resolution which is carried out by a show of hands, each Trustee in their capacity as a Member present in person (physically or where applicable virtually) or by proxy shall have one vote each.

- 28.3. On a vote on a resolution which is carried out by a poll, each Trustee in their capacity as a Member present in person or by proxy shall have one vote each.

29. Poll votes in respect of an AGM and general meetings

- 29.1. A poll on a resolution may be demanded
- 29.1.1. In advance of the AGM and/or general meeting where it is to be put to the vote, or
 - 29.1.2. at an AGM and/or general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 29.2. A poll may be demanded by
- 29.2.1. the Chair;
 - 29.2.2. the Trustees;
 - 29.2.3. two or more persons having the right to vote on the resolution;
 - 29.2.4. a person or persons representing not less than one tenth of all the Members having the right to vote on the resolution.
- 29.3. A demand for a poll may be withdrawn if;
- 29.3.1. the poll has not yet been taken; and
 - 29.3.2. the person taking the chair of the meeting consents to the withdrawal.
- 29.4. Polls must be taken immediately and in such manner as the person taking the chair of the meeting directs.

30. Use of proxy by Members

- 30.1. A proxy can only be appointed by a written instrument, signed on behalf of the appointer, in the forms set out in the form approved by the Charity from time to time.
- 30.2. The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified in such form as may be required by the Trustees or in some other way approved by the Members may:
- 30.2.1. be deposited (including by Electronic Means) as specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - 30.2.2. in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
 - 30.2.3. where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the person chairing the meeting,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

- 30.3. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 30.4. An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 30.5. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 30.6. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

31. Members' Written Resolutions

- 31.1. Subject to Article 31.4, a written resolution of the Charity passed in accordance with this Article 31 shall have effect as if passed by the Charity in an AGM and/or general meeting.
- 31.2. A written resolution is passed as an Ordinary Resolution if it is passed by the Trustees in their capacity as Members as such.
- 31.3. A written resolution is passed as a Special Resolution if it is passed by the Trustees in their capacity as Members as such. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.
- 31.4. A Members' resolution under the Companies Acts removing a Trustee or an auditor before the expiry of his or her term of office may not be passed as a written resolution.
- 31.5. A copy of the proposed written resolution must be sent to every eligible Trustee (in their capacity as a Member) together with a statement (as required by the Companies Acts) informing the Trustees (in their capacity as Members) how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.
- 31.6. The Trustees in their capacity as Members signify their agreement to a proposed written resolution when the Charity receives from them an authenticated document identifying the resolution to which it relates and indicating their agreement to the resolution.
- 31.7. If the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of the Member.
- 31.8. If the document is sent to the Charity by Electronic Means, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity or, where no such manner has been specified by the Charity, if the communication contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 31.9. A written resolution is passed when the required majority of Trustees in their capacity as Members have signified their agreement to it.
- 31.10. A proposed written resolution lapses if it is not passed within 28 days beginning with the Circulation Date.

32. Irregularities

- 32.1. The proceedings at any meeting shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.
- 32.2. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and binding.

33. Company Secretary

- 33.1. A company secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit. A company secretary may also be removed by removed by the Trustees.
- 33.2. If there is no company secretary:
 - 33.2.1. anything authorised or required to be given or sent to, or served on, the Charity by being sent to its company secretary may be given or sent to, or served on, the Charity itself, and if addressed to the company secretary shall be treated as addressed to the Charity, and
 - 33.2.2. anything else required or authorised to be done by or to the company secretary may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

34. Minutes

- 34.1. The Trustees shall ensure that accurate minutes are recorded of all meetings and kept electronically which will include, but not be limited to;
 - 34.1.1. all appointments of officers made by the Trustees;
 - 34.1.2. all resolutions of the Members and of the Trustees, and
 - 34.1.3. all proceedings at meetings of the Members and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;
- 34.2. All minutes will be verified as a true account of the proceedings and will be minuted as such at the next meeting.

35. Records and accounts

- 35.1. The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a Trustees' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
 - 35.1.1. annual reports,
 - 35.1.2. annual returns; and
 - 35.1.3. annual statements of account

36. Communications by and to the Charity

- 36.1. Subject to the provision of the Companies Acts and these Articles:
- 36.1.1. a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form or in Electronic Form or by making it available on a website; and
 - 36.1.2. where a document or information (including any notice) which is required or authorised to be sent or supplied by the Charity under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.
- 36.2. Any document or information (including any notice) sent to the Trustees under the Articles may be sent to the Trustees' postal address as shown in the Charity's register of Trustees or (in the case of documents or information sent by Electronic Means) to an address specified for the purpose by the Trustees, provided that the Charity is not required to send notice of an AGM and/or general meeting or a copy of its annual report and accounts to the Trustees for whom it no longer has a valid address.
- 36.3. Any document to be served on the Charity or by the Trustees on any officer of the Charity under the Articles may only be served:
- 36.3.1. in the case of documents in hard copy form, by sending or delivering them to the Charity's registered office or delivering them personally to the officer in question; or
 - 36.3.2. in the case of documents in Electronic Form, by sending them by Electronic Means to an address notified to the Trustees for that purpose
- 36.4. If the Trustees are present in person at any meeting of the Charity they shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 36.5. Where a document or information is sent or supplied under the Articles:
- 36.5.1. where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected 48 Hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
 - 36.5.2. where the document or information is sent or supplied by Electronic Means to an address specified for the purpose by the Intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied in proving such service it will be sufficient to prove that it was properly addressed.
- 36.6. Where any document or information has been sent or supplied by Electronic Means and the Charity receives notice that the message is undeliverable:
- 36.6.1. if the document or information has been sent to the Trustees and is notice of an AGM and/or general meeting of the Charity or a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a hard copy

- of the document or information to the Trustees' postal addresses as shown in the Charity's register of Trustees, but may in its discretion choose to do so;
- 36.6.2. in all other cases, the Charity will send a hard copy of the document or information to the Trustees' postal addresses as shown in the Charity's register of Trustees, or in the case of a recipient who is not a Trustee, to the last known postal address for that person, and the date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

37. Indemnity

Subject to the Companies Acts but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall and every other officer or auditor of the Charity may be indemnified out of the assets of the Charity:

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

38. Winding-up

- 38.1. If upon winding up or dissolution of the Charity, there remains, after the satisfaction of all its debts and liabilities, or responsibilities towards funders, any property whatsoever, the same shall not be paid to or distributed among the Members of the Charity, but shall by decision of the Board be transferred to any charity or charities for objects similar to the Objects of the Charity or transferred to any charity or charities for particular purposes that fall within the Objects.

39. Regulations

- 39.1. The Trustees shall have power from time to time to make, repeal or alter Regulations as to the management of the Charity and its affairs, as to the duties of any officers or employees of the Charity, as to the conduct of business of the Trustees or any committee and as to any of the matters or things within the powers or under the control of the Trustees provided that such Regulations shall not be inconsistent with the Companies Acts, the Articles or any rule of law.

Schedule: Interpretation- defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term: "address"

Meaning: includes a postal or physical address and a number or address used for the purposes of sending or receiving documents or information by electronic means

Term: "Academic Year"

Meaning: the period from 1st September to 31st August.

Term: "Articles"

Meaning: these articles of association of the Charity

Term: "Board" or "Board of Trustees"

Meaning: the board of Trustees of the Charity

Term: "CEO"

Meaning: the chief executive officer or equivalent of the Charity from time to time

Term: "Circulation Date"

Meaning: in relation to a written resolution, has the meaning given to it in the Companies Acts

Term: "Clear Days"

Meaning: in relation to the period of a notice, that period excluding the day on which notice is given and the day of the meeting or other event

Term: "Companies Acts"

Meaning: has the meaning given to it in section 2 of the Companies Act 2006

Term: "AGM"

Meaning: an annual general meeting of the Charity

Term: "Chair"

Meaning: the chair of the Trustees appointed under Article 10

Term: "Connected"

Meaning: in relation to a Trustee:

- (i) a child, parent, grandchild, grandparent, brother or sister of that Trustee;
- (ii) the spouse or civil partner of that Trustee or of any person falling within (i) above;
- (iii) a person carrying on business in partnership with that Trustee or with any person falling within (i) or (ii) above;

(iv) an institution which is controlled (whether directly or through one or more nominees):(1) by that Trustee or any person falling within (i), (ii) or (iii) above or (v) below; or

(2) by two or more persons falling within (1) above, when taken together;

(v) a body corporate in which:

(1) that Trustee or any person falling within (i), (ii) or (iii) or (iv) above has a substantial interest; or

(2) two or more persons falling within (1) above who, when taken together, have a substantial interest,

and sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this definition

Term: "Electronic Form" and "Electronic Means"

Meaning: have the meanings respectively ascribed to them in the Companies Act 2006

Term: "Charity"

Meaning: the company governed by the Articles

Term: "Financial Expert"

Meaning: an individual, company or firm (including a limited liability partnership) who is authorised to give investment advice under the Financial Services and Markets Act 2000

Term: "Financial Year"

Meaning: the Charity's financial year

Term: "hard copy" and "hard copy form"

Meaning: have the meanings respectively ascribed to them in the Companies Act 2006

Term: "hours"

Meaning: not including any part of a day that is a Saturday, Sunday or Bank Holiday in the United Kingdom

Term: "Member" and "Membership"

Meaning: company membership of the Charity as a company law member pursuant to the Companies Acts

Term: "Memorandum"

Meaning: the Charity's Memorandum of Association

Term: "Objects"

Meaning: the objects of the Charity as defined in Article 2

Term: "Ordinary Resolution"

Meaning: means a resolution that is passed by a simple majority in accordance with section 282 of the Companies Act 2006

Term: "Regulations"

Meaning: the regulations setting out the working practices of the Charity made from time to time in accordance with Article 39

Term: "Special Resolution"

Meaning: means a resolution passed by a majority of not less than 75% In accordance with section 283 of the Companies Act 2006

Term: "Subsidiary Company"

Meaning: any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company

Term: "Trustee" and "Trustees"

Meaning: the directors of the Charity

Term: "Virtually"

Meaning: by telephone link, video link, or other technology enabling all participants to communicate with one another in real time without being physically present in the same place

2. In these Articles:

- a. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Acts but excluding any statutory modification thereof not in force when the Articles become binding on the Charity.
- b. Subject to paragraph 2.a above any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
- c. No model articles for companies limited by guarantee prescribed by regulations made under the Companies Acts shall apply to the Charity except to the extent that they are expressly included in these Articles.

Access to this document

This document is available via Companies House and the InFocus website

Please contact the MIS office if you would like a copy of this document in an alternative format such as Braille or large print.