

**Company Number: 06944077**

**Charity Number: 1141138**

**ARTICLES OF ASSOCIATION**

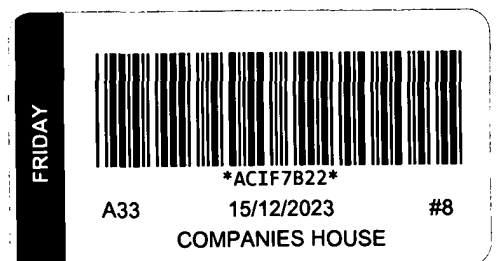
**OF**

**LONDON YOUTH CONSERVATOIRE**



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File Ref: 182441/3



**Company number: 06944077**

**Charity number: 1141138**

**THE COMPANIES ACT 2006**

**Company Limited by Guarantee and not having a Share Capital**

**ARTICLES OF ASSOCIATION**

**OF**

**LONDON YOUTH CONSERVATOIRE  
(the "Charity")**

**1. Interpretation**

In these Articles, words and phrases that start with capital letters have the meanings set out in Article 45.

**2. Registered Office**

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

**3. Objects**

3.1 The Charity's objects (the Objects) are to advance, improve, develop and maintain public education in, and appreciation of the art of music in all its aspects through the carrying on of a music school and any related activities the trustees see fit.

**4. Powers**

4.1 The Charity has the power to do anything within the law which promotes or helps to promote the Objects, including (but not limited to) the powers in Article 44.

**5. Use of funds and property**

5.1 The income and property of the Charity shall only be used to promote the Objects.

**6. Permitted benefits to Members**

6.1 No part of the Charity's funds or property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member.

6.2 Nothing in Article 6.1 shall prevent payments made in good faith by the Charity:

6.2.1 to a Member in their capacity as a Beneficiary;

- 6.2.2 to a Member which is a charity (as defined in the Charities Act) with one or more charitable objects which are the same as, or substantially similar to, one or more of the Objects;
- 6.2.3 of reasonable interest on money lent by a Member to the Charity;
- 6.2.4 of reasonable and proper rent for premises demised or let by a Member to the Charity; and/or
- 6.2.5 of reasonable and proper remuneration for any goods or services supplied to the Charity by a Member.

## **7. Permitted benefits to Trustees and Connected Persons**

7.1 A Trustee or Connected Person must not receive any Material Benefit from the Charity, except for:

- 7.1.1 reasonable interest on money lent by a Trustee or Connected Person to the Charity;
- 7.1.2 reasonable and proper rent for premises demised or let to the Charity by a Trustee or Connected Person;
- 7.1.3 reasonable out-of-pocket expenses properly incurred in the course of acting on behalf of the Charity;
- 7.1.4 reasonable and proper premiums in respect of any Trustee indemnity insurance policy taken out pursuant to Article 44.19;
- 7.1.5 any payment to a Trustee under Article 13;
- 7.1.6 reasonable and proper remuneration for any goods or services provided to the Charity or a subsidiary of the Charity (excluding the service of acting as a Trustee or an employee) subject to the following requirements being met:
  - (a) no more than half of the Trustees may be so remunerated in any Financial Year (and this applies to a Trustee if it applies to a Connected Person in relation to that Trustee);
  - (b) a resolution to approve the remuneration must be passed at a meeting of the Board;
  - (c) a Trustee must not vote on any resolutions relating to their own remuneration or the remuneration of a Connected Person;
  - (d) the procedure described in Article 24 must be followed during any discussions and decisions relating to the remuneration;
  - (e) the remuneration or maximum remuneration must be set out either in the resolution under 7.1.6(b) above or in a written agreement between the Trustee or Connected Person (as applicable) and the Charity; and
  - (f) the Trustees must be satisfied that the provision of goods or services by that Trustee or Connected Person on the terms proposed is in the best interests of the Charity; and

- 7.1.7 any payment or benefit with the prior written approval of a court or the Charity Commission.

## **BOARD OF TRUSTEES**

### **8. Powers of the Board**

- 8.1 The business of the Charity is managed by the Board, which may use all the powers of the Charity that are not, by the Companies Act or by these Articles, reserved to the Trustees in their capacity as Members.

### **9. Composition of the Board**

- 9.1 The Board consists of between four and 12 Trustees.

### **10. Appointment and Terms of Office**

- 10.1 From the date of adoption of these Articles the Trustees shall be appointed by a resolution of the Board.

- 10.2 No person may be appointed as a Trustee if:

10.2.1 they would be disqualified from acting as a Trustee under Article 11; or

10.2.2 they are under the age of 16.

- 10.3 Trustees are appointed by the Board for a term of three years and a Trustee who has served their term must retire at the Board meeting that occurs nearest after the end of their term.

- 10.4 Subject to Article 10.5, a retiring Trustee who remains eligible may be re-appointed.

- 10.5 If a Trustee's re-appointment would result in them serving more than 15 years in office they may only be re-appointed if the other Trustees consider the circumstances to be exceptional and the re-appointment is approved by a resolution of at least 75% of the other Trustees. For the purposes of calculating whether a Trustee is due to retire under this Article, account shall not be taken of any time served by the Trustee prior to the amendment of these Articles by written resolution passed on **[insert date]**. The Trustees in office at the date of the adoption of these Articles shall not serve more than 15 years in office.

- 10.6 In accordance with Article 28.2 the Trustees will become Members when they are appointed as Trustees.

- 10.7 A Trustee must not vote on their own appointment or re-appointment.

### **11. Disqualification, resignation and removal of Trustees**

- 11.1 A Trustee shall cease to be a Trustee if they:

11.1.1 cease to be a Member of the Charity;

11.1.2 become bankrupt or make any arrangement or composition with their creditors;

- 11.1.3 are disqualified by law from serving as a company director unless there is an appropriate exception in place;
- 11.1.4 are disqualified by law from serving as a charity trustee unless a waiver has been granted by the Charity Commission;
- 11.1.5 are considered by the Board to have become incapable, whether mentally or physically, of managing their own affairs and remains so for a period of at least three months and a majority of the other Trustees resolve that they must cease to hold office;
- 11.1.6 resign by notice in Writing to the Trustees (but not if the number of Trustees would fall below the minimum stated in Article 9.1 when the resignation is to take effect);
- 11.1.7 are absent without permission from two consecutive meetings of the Trustees and it is resolved by a majority of the other Trustees to remove them;
- 11.1.8 are removed from office by a resolution of at least 75% of the other Trustees present and voting at a Board meeting, provided that:
  - (a) at least half of the serving Trustees are present at the meeting; and
  - (b) the Trustee in question has been given reasonable Written notice of the intention to propose such a resolution at the meeting; or
- 11.1.9 die.

## **12. Notification of change of Trustees**

- 12.1 All appointments, retirements and removals of Trustees and the company secretary (if any) must be notified to Companies House and the Charity Commission.

## **13. Indemnity of Trustees and former Trustees**

- 13.1 For the purposes of this Article 13, "**Relevant Officer**" means any Trustee, former Trustee or other officer of the Charity.
- 13.2 To the extent permitted by law, and without prejudice to any indemnity to which a Relevant Officer may otherwise be entitled:
  - 13.2.1 the Charity shall indemnify every Relevant Officer out of the assets of the Charity against all costs and liabilities incurred by the Relevant Officer in that capacity;
  - 13.2.2 the Charity may provide funds to every Relevant Officer to meet expenditure incurred or to be incurred by them 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 them as a Relevant Officer, provided that they will be obliged to repay such amounts no later than:
    - (a) if they are convicted in proceedings, the date when the conviction becomes final;

- (b) if judgment is given against them in proceedings, the date when the judgment becomes final; or
  - (c) if the court refuses to grant them relief on any application under the Companies Act, the date when refusal becomes final; and
- 13.3 The procedure in Article 24 must be followed during any discussions and decisions relating to an indemnity under this Article 13.

## **DECISION-MAKING BY THE TRUSTEES**

### **14. Meetings of the Board**

- 14.1 The Trustees shall aim to hold at least four meetings each year.
- 14.2 The Board may meet, adjourn and run its meetings as it wishes, subject to these Articles and the Companies Act.

### **15. Calling a meeting**

- 15.1 A Board meeting must be called on the request of the Chair or any three Trustees.
- 15.2 All Trustees must be given reasonable notice of a Board meeting.

### **16. Participation in meetings**

- 16.1 Board meetings may be held in person, by telephone, or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.

### **17. Quorum for Board meetings**

- 17.1 The quorum for a Board meeting is three Trustees or one third of the Trustees (if greater).
- 17.2 A Trustee shall not be counted in the quorum in relation to a resolution on which they are not entitled to vote (including if they have a Conflict that has not been authorised).

### **18. Chair of Board meetings**

- 18.1 The Chair, or (if the Chair is unable or unwilling to do so) another Trustee chosen by the Trustees present, presides at each Board meeting.

### **19. Voting**

- 19.1 Decisions at a meeting are made by a majority of votes and each Trustee has one vote (including the Chair).
- 19.2 If the votes are equal, the Chair has a second or casting vote (unless, in accordance with these Articles, the Chair is not to be counted as participating in the decision-making process for quorum or voting purposes).

**20. Resolutions in Writing without a Board meeting**

- 20.1 A resolution in Writing Signed by at least 75% of the Trustees is as valid as if it had been passed at a properly held meeting of the Board. If at least 75% does not produce a whole number it shall be the next lower number. The resolution may (but need not) consist of several documents in the same form Signed by the required majority of the Trustees.
- 20.2 A decision may not be taken under Article 20.1 if the eligible Trustees would not have formed a quorum if the decision were taken at a meeting.

**21. Officers of the Board**

- 21.1 The Trustees may appoint and remove the Chair or any other officers that it wishes.
- 21.2 Officers shall be appointed from among the Trustees, with the exception of the company secretary who may but need not be a Trustee.

**22. Board's right to act despite vacancies**

- 22.1 The Board may act despite any vacancy on the Board, but if the number of Trustees falls below the number fixed as the quorum it may act only to appoint further Trustees.

**23. Validity of acts done at meetings**

- 23.1 If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee, anything done before the discovery is valid.

**24. Conflicts of Interest**

- 24.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.
- 24.2 The declaration under Article 24.1 must be made as soon as possible and at the latest at the beginning of the meeting at which the matter is to be discussed or before the passing of any resolution under Article 20.
- 24.3 Any Trustee who is or becomes a Conflicted Trustee in relation to any matter to be discussed by the Trustees must:
- 24.3.1 not be counted in the quorum for the part of the meeting during which that matter is discussed;
  - 24.3.2 absent themselves from those discussions, unless the Un-conflicted Trustees invite the Conflicted Trustee to remain in order to provide information to assist the Un-conflicted Trustees in their discussions; and
  - 24.3.3 be absent during any vote and have no vote on the matter whether at a meeting of the Trustees or by resolution under Article 20 (Resolutions in Writing without a Board meeting).
- 24.4 Subject to the provisions of the Companies Act, and provided that they have disclosed to the other Trustees the nature and extent of any interest in accordance

with Article 24.1, a Trustee may be an unpaid director or other officer of any undertaking in the same group as the Charity. The conditions in Articles 24.1, 24.2 and 24.3 apply to this authorisation.

- 24.5 If a Conflict arises for a Trustee because of a duty of loyalty owed to another organisation or person and that Conflict is not authorised by virtue of any other provision in the Articles, the Un-conflicted Trustees may authorise that Conflict where the following conditions apply:
- 24.5.1 the Conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
  - 24.5.2 the Conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
  - 24.5.3 the Un-conflicted Trustees consider it is in the interests of the Charity to authorise the Conflict in the circumstances applying and ensure the authorisation is documented in the record of the meeting.
- 24.6 Any authorisation of a Conflict under Article 24.5:
- 24.6.1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
  - 24.6.2 may impose upon the Conflicted Trustee such other requirements for the purposes of dealing with the Conflict as the Trustees think fit; and
  - 24.6.3 may provide that, where the Conflicted Trustee obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Trustee) information that is confidential to a third party, they shall not be obliged to disclose that information to the Charity, or to use it in relation to the Charity's affairs where to do so would amount to a breach of that confidence.
- 24.7 Where the Un-conflicted Trustees authorise a Conflict under Article 24.5, the Conflicted Trustee shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Un-conflicted Trustees in relation to the Conflict.
- 24.8 The Trustees may revoke or vary any authorisation given under Article 24.5 at any time, but this shall not affect anything done by the Conflicted Trustee prior to such revocation or variation in accordance with the terms of such authorisation.
- 24.9 Notwithstanding any Conflict of Interest, a Trustee may vote on and be present during the discussion or authorisation of decisions that relate to the purchase of indemnity insurance under Article 44.19, the payment of expenses under Article 7.1.3 and the payment of an indemnity under Article 13, in each case where the decision will benefit a majority of the Trustees.
- 24.10 The Trustees shall adopt a conflicts of interest policy that sets out more detailed guidance on managing conflicts of interest.



## **DELEGATION BY THE BOARD AND COMMITTEES**

### **25. Delegation by the Board**

25.1 Subject to the Articles, the Trustees may delegate any of their powers or functions:

25.1.1 to such person or committee;

25.1.2 by such means (including by power of attorney);

25.1.3 to such an extent;

25.1.4 in relation to such matters; and

25.1.5 on such terms and conditions,

as they think fit.

25.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom, or committee to which, they are delegated.

25.3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions at any time.

### **26. Delegation to committees**

26.1 Any delegation to a committee must specify those who are to serve on the committee and the Board may co-opt any person who is not a Trustee to serve on a committee, provided that a committee must include at least one Trustee at all times.

26.2 A committee may elect a chair of its meetings if the Board does not nominate one.

26.3 All acts and proceedings of a committee must be reported to the Board as soon as possible.

26.4 A committee must not knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Board in accordance with a budget approved by the Board.

### **27. Meetings of Committees**

27.1 Unless the terms of reference for a committee provide otherwise:

27.1.1 a committee may meet and adjourn whenever it chooses;

27.1.2 questions at a committee meeting must be decided by a majority of votes of the committee members present and in the case of an equality of votes, the chair of the committee meeting shall have a casting vote;

27.1.3 a committee must have minutes entered in minute books; and

- 27.1.4 if at any meeting the committee's chair is not present within ten minutes after the appointed starting time, the committee members present may choose one of their number to be chair of the meeting.

## **MEMBERS AND MEMBERSHIP**

### **28. Membership**

- 28.1 As at the date of adoption of these Articles the Trustees shall be the only Members. Membership is open only to the Trustees.
- 28.2 A Trustee is automatically admitted as a Member when they are appointed as a Trustee and automatically ceases to be a Member on ceasing to be a Trustee.
- 28.3 Membership is not transferrable.

### **29. Limited liability and guarantee**

- 29.1 Each Member undertakes to pay a sum not exceeding £10 in the event of the Charity being wound up or dissolved while they are a Member or within one year after ceasing to be a Member, towards:
- 29.1.1 payment of the debts and liabilities of the Charity incurred before they ceased to be a Member;
  - 29.1.2 payment of the costs, charges and expenses of winding up; and
  - 29.1.3 adjustment of the rights of the contributories among themselves.
- 29.2 The liability of the Members is limited.

### **30. Register of Members**

- 30.1 The Charity shall maintain a register of Members with an entry for each Member showing the Member's name and address and the date on which the Member became a Member and ceased to be a Member.
- 30.2 The register of Members must be kept at the registered office or at a single alternative inspection location.
- 30.3 The register of Members must be made available for inspection within five working days of receiving a request that is for a proper purpose in accordance with the Companies Act:
- 30.3.1 to any Member without charge; and
  - 30.3.2 to any other person subject to the payment of a fee at a level that is permitted by law.

### **31. General Meetings**

- 31.1 Subject to the provisions of the Companies Act, the Charity shall dispense with the holding of general meetings. The Charity shall pass Members' resolutions by means of Written Resolutions.

- 31.2 Except where otherwise provided by the Articles or the Companies Act, a Written Resolution is as valid as an equivalent resolution passed at a general meeting.
- 31.3 Where the Act requires or the Members request a meeting to be held, the provisions of the model articles contained in the Companies (Model Articles) Regulations (SI 2008/3229), as amended from time to time, relating to the holding of general meetings for private companies limited by guarantee shall apply.
- 32. Written Resolutions**
- 32.1 Except in the case of a resolution to remove a Trustee or the auditors before the end of their term, the Members may pass a resolution without a meeting being held, provided that:
- 32.1.1 it is in Writing and consists of a single document or two or more documents in identical form;
  - 32.1.2 a copy of the resolution has been sent to every eligible Member;
  - 32.1.3 in the case of a Special Resolution it states that it is a Special Resolution, and is Signed by at least 75% of Members entitled to receive notice of and to attend general meetings;
  - 32.1.4 in the case of an Ordinary Resolution it is Signed by a majority of Members entitled to receive notice of and to attend general meetings; and
  - 32.1.5 the Charity has received the resolution at its registered office, Signed by the required majority of eligible Members, within 28 days beginning with the date it was first sent to the Members.

## **ADMINISTRATIVE MATTERS**

- 33. Amendments to these Articles**
- 33.1 No amendments may be made to these Articles which would cause the Charity to cease to be a charity in law.
- 33.2 Amendments may only be made to the following provisions of these Articles with the prior written consent of the Charity Commission:
- 33.2.1 the Objects;
  - 33.2.2 any provision relating to what happens to the Charity's property on winding up; and
  - 33.2.3 any provision which would provide for any benefit to be obtained by Trustees or Connected Persons.
- 33.3 The Charity shall inform the Charity Commission and Companies House of any alterations to the Articles.

**34. Appointment and Removal of a Company Secretary**

- 34.1 The Board may (but need not) appoint and remove a company secretary in accordance with the Companies Act and may decide their period of office, pay and any conditions of service.

**35. Appointment of Reporting Accountants or Auditors**

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

**36. Honorary Roles**

- 36.1 The Board may appoint and remove any person for such terms as they think fit to act as president, patron or other honorary role. Such posts are honorary only and carry no voting or other rights.

**37. Records**

- 37.1 The Board must keep records of:

37.1.1 all proceedings at Board meetings (including the names of the Trustees present);

37.1.2 all Board decisions made under Article 20;

37.1.3 all Written Resolutions;

37.1.4 all reports of committees;

37.1.5 all proceedings at general meetings; and

37.1.6 all professional advice received.

- 37.2 Board minutes must be kept for a minimum of 10 years from the date of the meeting.

**38. Articles, accounts and other statutory records**

- 38.1 The accounts, the Articles and any Regulations must be kept at the registered office or at a single alternative inspection location decided by the Board.

- 38.2 The Articles and any Regulations must be available for inspection by the Members of the Charity and any Member who requests a copy of the Articles must be sent a copy.

- 38.3 The accounts must always be open to inspection by the Trustees.

**39. Accounts and returns**

- 39.1 The Trustees must comply with the requirements of the Companies Act and the Charities Act as to keeping financial records, the audit or examination of accounts and the preparation of accounts, annual reports and returns.

- 39.2 The Board must, for each Financial Year, send a copy of its annual accounts and reports (or, if applicable, summary financial statements) to every person who is entitled to receive notice of general meetings at the same time as they file the accounts with Companies House.
- 39.3 Copies need not be sent to a person for whom the Charity does not have a current address (as defined in the Companies Act).
- 39.4 To the extent required by law, the Board must file the accounts and reports (or summary financial statements) and all annual returns and other documents that are required to be filed:
- 39.4.1 with Companies House within 9 months of the end of the Charity's Financial Year (or any other deadline specified by law); and
- 39.4.2 with the Charity Commission within 10 months of the end of the Charity's Financial Year (or any other deadline specified by law).
- 40. Service of Notices**
- 40.1 Notices and other documents to be served on Trustees (in their capacity as Members) under the Articles or the Companies Act may be served:
- 40.1.1 by hand;
- 40.1.2 by post; or
- 40.1.3 by suitable electronic means.
- 40.2 Where a Member has consented in accordance with the Companies Act to receive notices, accounts or other documents from the Charity by means of a website, such information will be validly given if:
- 40.2.1 the Charity sends the Member a notification informing them that the relevant documents may be viewed on a specified website;
- 40.2.2 the notification provides the website address, the place on the website where the information may be accessed and an explanation of how it may be accessed;
- 40.2.3 if the information relates to a general meeting, the notification:
- (a) states that it concerns a notice of a general meeting and gives the place, date and time of the meeting; and
- (b) is available on the website throughout the notice period until the end of the meeting in question.
- 40.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 40.3.1 24 hours after being sent by electronic means, or delivered by hand to the relevant address;
- 40.3.2 two Clear Days after being sent by first class post to that address;

40.3.3 three Clear Days after being sent by second class or overseas post to that address;

40.3.4 immediately on being handed to the recipient personally; or

40.3.5 if earlier, as soon as the recipient acknowledges actual receipt.

#### **41. Irregularities**

41.1 The making of any decision, or the proceedings at any meeting of the Trustees, Members or a committee shall not be invalidated by reason of:

41.1.1 any accidental informality or irregularity (including any accidental omission to give, or any non-receipt of, notice); or

41.1.2 the lack of qualification in any of the persons present and voting,

unless a provision of the Companies Act specifies that the informality, irregularity or lack of qualification shall invalidate it despite this Article 41.1.

#### **42. Regulations**

42.1 The Board may make such regulations, by-laws or standing orders as it sees 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 Board which would otherwise have been valid.

#### **43. Winding-up of the Charity**

43.1 If the Charity is wound-up or dissolved, and there remains any assets after all debts and liabilities have been met, the assets must be applied in one or more of the following ways:

43.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as, or similar to, the Objects; or

43.1.2 directly for the Objects or for exclusively charitable purposes which are within or similar to the Objects.

43.2 The recipient(s) of the remaining assets of the Charity shall be chosen by the Trustees at or before the time of winding-up or dissolution.

### **POWERS**

#### **44. Powers**

##### ***Activities***

44.1 to organise and assist in the provision of music conferences, courses, exhibitions, lectures and other educational activities;

44.2 to promote or undertake music study or research and disseminate the useful results of such research;

44.3 to produce, print and publish anything in or on any media;

- 44.4 to provide grants, scholarships, awards or materials in kind and to provide or procure the provision of services, education, training, consultancy, advice, support, counselling or guidance;
- 44.5 to promote and advertise the Charity's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government or statutory authorities or other public bodies by undertaking campaigning;
- 44.6 to undertake the administration or management (whether as trustee, agent or otherwise) of any charitable trust;
- 44.7 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;

#### ***Funding***

- 44.8 to raise funds in any way including by way of contribution, grant, subscription, entering into contracts and carrying on trade (but not by means of Taxable Trading) and to decline or disclaim any particular funding;
- 44.9 to give or receive guarantees or indemnities;

#### ***Staff, agents and advisers***

- 44.10 subject to Articles 5, 6 and 7, to employ and pay any employees and other staff, consultants, agents and advisers;
- 44.11 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;

#### ***Collaboration***

- 44.12 to establish, promote and otherwise assist in any way any limited company or companies or other bodies, and to establish the same either as a wholly owned subsidiary of the Charity or jointly owned with other persons and to finance such bodies by way of loan, share subscription, or other means;
- 44.13 to take control of, support, co-operate, federate, merge, join or amalgamate with any other persons;
- 44.14 to transfer to or to purchase or otherwise acquire from any person with or without consideration, any property, assets or liabilities, and to perform any of their engagements;
- 44.15 to co-operate and enter into any arrangements with any person;
- 44.16 to enter into contracts to provide services to or on behalf of other bodies;

#### ***Banking and Insurance***

- 44.17 to open and operate bank accounts and other banking facilities including by using internet banking or other electronic authentication methods;
- 44.18 to insure any risks arising from the Charity's activities;

- 44.19 to purchase indemnity insurance for the Trustees in accordance with and to the extent permitted by the Charities Act;

***Acquisition, management and disposal of assets***

- 44.20 to buy, take on lease, share, hire or otherwise acquire property of any sort;
- 44.21 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity, provided that, where applicable, the Charity and its Trustees comply with sections 117 to 123 of the Charities Act;
- 44.22 to borrow or raise money and to charge the whole or any part of the property belonging to the Charity as security, provided that if the Charity wishes to mortgage land, the Charity and its Trustees comply with sections 124 to 126 of the Charities Act;
- 44.23 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises, structures or land;
- 44.24 to impose restrictions, whether revocable or irrevocable, on the use of any property belonging to the Charity, including (without limitation) by creating permanent endowment;

***Investment and Social Investment***

- 44.25 to make social investments in accordance with Part 14A of the Charities Act;
- 44.26 to invest in any investments, securities or properties;
- 44.27 to accumulate and set aside funds for special purposes or as reserves in accordance with a reserves policy;
- 44.28 to delegate to a Manager, upon such terms and at such reasonable remuneration as the Charity may think fit, the management of investments (being assets capable of producing income which may also increase in capital value), provided that:
- 44.29 the delegated powers shall be exercisable only within policy guidelines set by the Trustees;
- 44.30 the Manager is under an obligation to report promptly to the Trustees the performance of investments managed by them;
- 44.31 the Trustees are entitled at any time to review, alter or terminate the delegation arrangement;
- 44.32 the Trustees review the arrangements for delegation at intervals but so that any failure by the Charity to undertake such reviews shall not invalidate the delegation;
- 44.33 the Manager must not do anything outside the powers of the Charity; and
- 44.34 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required.



***Other***

- 44.35 to do anything else within the law which promotes or helps to promote the Objects.

**INTERPRETATION**

**45. Definitions**

- 45.1 In these Articles the following words will have the meanings shown opposite them, unless the context indicates another meaning:

| <b>Words</b>         | <b>Meanings</b>   |
|----------------------|---|
| "Articles"           | these Articles of Association;  |
| "Beneficiary"        | an individual who qualifies as a beneficiary of the Charity in accordance with the Objects;   |
| "Board"              | the board of Trustees of the Charity, the members of which are the company directors and charity trustees;  |
| "Chair"              | the Chair of the Board appointed under Article 21.1 or any person discharging the functions of the Chair;   |
| "Charities Act"      | the Charities Act 2011;   |
| "Charity"            | the company regulated by these Articles;  |
| "Charity Commission" | the Charity Commission for England and Wales or any body which replaces it;   |
| "Clear Day"          | any day except for the day on which notice is given and the day of the meeting or other event the notice relates to;  |
| "Companies Act"      | the Companies Acts (as defined in section 2 of the Companies Act 2006) in so far as they apply to the Charity;  |
| "Conflict"           | any situation in which a Trustee has or might have a direct or indirect interest (including but not limited to a financial interest or a loyalty) that conflicts, or possibly might conflict, with the interests of the Charity or that Trustee's duty to act solely in the interests of the Charity; |
| "Conflicted Trustee" | a Trustee who has a Conflict in relation to a particular matter;  |
| "Connected Person"   | any person falling within one of the following categories in relation to a Trustee:   |

- a. any parent, child, brother, sister, grandparent or grandchild of that Trustee; or
- b. the spouse or civil partner of that Trustee or any person in (a); or
- c. any person who carries on business in partnership with that Trustee or with any person in (a) or (b); or
- d. an institution which is controlled by either that Trustee, any person in (a), (b) or (c), or that Trustee and any person in (a), (b) or (c) taken together; or
- e. a corporate body in which that Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this definition;

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| "Financial Year"      | as defined in section 390 of the Companies Act and as may be altered in accordance with section 392 of the Companies Act;  |
| "Manager"             | an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;  |
| "Material Benefit"    | a benefit, direct or indirect, which is either money or has a monetary value;  |
| "Member"              | a Trustee acting in their capacity as a company law member of the Charity;   |
| "Month"               | a calendar month;  |
| "Objects"             | the Objects of the Charity as defined in Article 3.1;  |
| "Ordinary Resolution" | a resolution agreed by more than 50% of the Members present and voting at a general meeting, or, in the case of a Written Resolution, by Members who together hold more than 50% of the voting rights; |
| "Regulations"         | any rules, standing orders or regulations made in accordance with Article 42;  |

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| "Relevant Officer"        | as defined in Article 13.1;  |
| "Signed"                  | shall include such forms of authentication that are permitted by law;  |
| "Special Resolution"      | a resolution agreed by at least 75% of the Members present and voting at a general meeting, or, in the case of a Written Resolution, by Members who together hold at least 75% of the voting rights;                                       |
| "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, in such manner or on such a scale that some or all of the profits are subject to corporation tax; |
| "Trustees"                | the directors of the Charity;  |
| "Un-conflicted Trustees"  | the Trustees who do not have a Conflict in relation to a particular matter;  |
| "Written" or "in Writing" | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;   |
| "Written Resolution"      | a resolution passed in accordance with Article 32.1.   |

45.2 In these Articles:

45.2.1 Apart from the words defined above, any word or expression defined in the Companies Act or the Charities Act will have the same meaning in these Articles, unless the context indicates another meaning.

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

45.3 These Articles are to be interpreted without reference to the Model Articles under the Companies Act, which do not apply to the Charity unless specifically stated otherwise.