

THE COMPANIES ACT 2006

---

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION

of

TAYLOR BENNETT FOUNDATION

---

Adopted by special resolution passed on 22<sup>nd</sup> April 2021

## Table of Contents

Article	Heading	
1.	NAME .....	3
2.	REGISTERED OFFICE .....	3
3.	OBJECTS .....	3
4.	POWERS.....	4
5.	THE TRUSTEES .....	6
6.	PATRON.....	7
7.	PROCEEDINGS OF TRUSTEES .....	8
8.	POWERS OF TRUSTEES.....	9
9.	BENEFITS TO TRUSTEES .....	10
10.	MEMBERSHIP .....	10
11.	GENERAL MEETINGS .....	11
12.	APPOINTMENT OF PROXIES .....	11
13.	VOTING AT GENERAL MEETINGS .....	12
14.	WRITTEN RESOLUTIONS.....	13
15.	RECORDS & ACCOUNTS.....	13
16.	COMMUNICATION WITH MEMBERS .....	14
17.	GUARANTEE .....	14
18.	INDEMNITY .....	15
19.	WINDING UP .....	15
20.	INTERPRETATION .....	15

THE COMPANIES ACT 2006

---

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION  
Of

TAYLOR BENNETT FOUNDATION

---

1. NAME

1.1 The name of the Charity is Taylor Bennett Foundation.

1.2 The name of the Charity may be changed by a resolution of the Trustees.

2. REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales.

3. OBJECTS

3.1 The objects of the Charity are to further the education and training of persons (and in particular young persons) who are disadvantaged by reason of race and/or sex by enabling such persons to develop and exploit their individual capabilities, competencies, skills and understanding through education and training opportunities in the field of communications and public relations and associated fields (including, without limitation, creative industries, marketing and advertising) and (save for purposes incidental and ancillary to these objects) no other purposes.

#### 4. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 to provide training allowances to its beneficiaries;
- 4.2 to promote or carry out research;
- 4.3 to provide advice and training;
- 4.4 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences broadcasts or courses of instruction;
- 4.5 to publish or distribute information;
- 4.6 to co-operate or collaborate with other bodies and engage in joint ventures;
- 4.7 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights to concessions, privileges, licences and permits;
- 4.8 to support, administer or set up other charities and undertake and execute charitable trusts;
- 4.9 to raise funds (but not by means of Taxable Trading);
- 4.10 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.11 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
- 4.12 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.13 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.14 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.15 to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;

- 4.16 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.17 to make grants or loans of money and to give guarantees;
- 4.18 to set aside funds for special purposes or as reserves against future expenditure;
- 4.19 to draw, make accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 4.20 to deposit or invest funds in any manner (but to invest only after obtaining advice from a Financial Expert, unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.21 to delegate the management of investments to a Financial Expert, but only on terms that:
  - (a) require the Financial Expert to comply with any investment policy (and any revision of that policy) set down In Writing for the Financial Expert by the Trustees;
  - (b) require the Financial Expert to report every transaction to the Trustees;
  - (c) require the Financial Expert to review the performance of the investments with the Trustees regularly;
  - (d) entitle the Trustees to cancel the delegation arrangement at any time;
  - (e) require the investment policy and the delegation arrangement to be reviewed with the Trustees at least one a Year;
  - (f) require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt;
  - (g) prohibit the Financial Expert from doing anything outside the powers of the Trustees;
- 4.22 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required;
- 4.23 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.24 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as Charity Trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

- 4.25 subject to Article 9, to employ officers, employees and workers and to engage consultants, advisers, agents and volunteers;
- 4.26 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers, employees and workers, their widows and children;
- 4.27 to enter into contracts to provide services to or on behalf of other bodies;
- 4.28 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated;
- 4.29 to establish or acquire subsidiary companies;
- 4.30 to establish a programme for supporters of the Charity;
- 4.31 to pay the reasonable and proper costs of forming and administering the Charity; and,
- 4.32 to do anything else within the law which promotes or helps to promote the Objects.

## 5. THE TRUSTEES

- 5.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 5.2 The number of Trustees shall be not less than four and not more than ten. At least one Trustee must be a natural person.
- 5.3 There shall be up to three Nominated Trustees. The Chairman may at their sole discretion nominate one Nominated Trustee from among Taylor Bennett Foundation alumni for approval at a meeting of the Trustees. Each of Taylor Bennett and Brunswick shall have the right to nominate one trustee but in the event that Brunswick chooses not to exercise its right of nomination, Taylor Bennett shall have the right at its sole discretion to nominate two Nominated Trustees.
- 5.4 At all times, at least two Trustees shall not be employees of, directors of or otherwise engaged by a Nominating Body.
- 5.5 The subscribers to the Memorandum are the first Trustees of the Charity.
- 5.6 Any person who is willing to act as both a Trustee and a Member of the Charity and is permitted to be so appointed by the law and the Articles may be appointed, by the Trustees, to be a Trustee.

- 5.7 One third (or the number nearest one third) of the Trustees must retire at the first meeting of the Trustees in each Year (excluding the first Year of the operation of the Charity), those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 5.8 Any retiring Trustee who remains qualified may be re-appointed.
- 5.9 A Trustee's term of office automatically terminates if he or she:
- (a) is disqualified under the Charities Act from acting as a Charity Trustee;
  - (b) is incapable, whether mentally or physically, of managing his or her own affairs;
  - (c) is absent from three consecutive meetings of the Trustees without consent;
  - (d) ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming Membership of the Charity);
  - (e) resigns by Written notice to the Trustees (but only if at least two Trustees will remain in office);
  - (f) is removed by a resolution of the Trustees but only after inviting the Trustee concerned to give his or her views and considering the matter in the light of any such views; or
  - (g) in the case of a Nominated Trustee who is an employee of a Nominating Body, if he or she ceases to be employed by the Nominating Body.
- 5.10 In the event of a Nominated Trustee's term of office terminating under Article 5.9, the relevant Nominating Body shall have a right of re-nomination, provided that the Nominated Trustee shall not be re-nominated without the consent of the Trustees.
- 5.11 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
6. PATRON
- 6.1 The Trustees shall have power from time to time to appoint one or more Patrons.
- 6.2 A Patron may attend all meetings of the Charity and of the Trustees but the appointment of a Patron shall be an honorary appointment and carry no rights or obligations or responsibilities relating to the general control and management of the administration of the Charity.
- 6.3 A Patron shall hold office until he or she resigns by notice in writing to the Trustees or is removed by a resolution of the Trustees.

7. PROCEEDINGS OF TRUSTEES

- 7.1 The Trustees must hold at least two meetings each Year.
- 7.2 The quorum at a meeting of the Trustees is four Trustees or such other number as the Trustees may from time to time decide.
- 7.3 Any Trustee may call a meeting of the Trustees by giving reasonable notice of the meeting to the Trustees or by authorising the Secretary (if there is one) to give such notice.
- 7.4 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 7.5 The Chairman or if the Chairman is unable or unwilling to do so) the Vice-Chairman or (if the Chairman or Vice Chairman are unable or unwilling to do so) some other Trustee chosen by the Trustees presides at each meeting.
- 7.6 Every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution circulated to all the Trustees and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose:
- (a) the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees; and
  - (b) the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 7.7 Every Trustee has one vote on each issue. For avoidance of doubt, a Patron is not entitled to vote on any issue.
- 7.8 A Trustee must avoid a situation in which he has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:
- (a) the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - (b) the situation is authorised by the Trustees in accordance with Article 7.9; or
  - (c) the situation relates to the purchase of trustee indemnity insurance in accordance with Article 4.24.
- 7.9 If a conflict of interest or duty arises for a Trustee, the unconflicted Trustees may authorise the conflict provided that:
- (a) the procedure in Article 7.10 is followed;
  - (b) authorisation will not result in any direct or indirect Material Benefit being conferred on any Trustee or any Person Connected to a Trustee that would not be permitted by Article 9; and

- (c) the unconflicted Trustees consider that it is in the best interests of the Charity to authorise the conflict in the circumstances.
- 7.10 Whenever a Trustee has an interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
  - (a) declare his or her interest before discussion begins on the matter;
  - (b) withdraw from the meeting for that item unless expressly incited to remain in order to provide information;
  - (c) not be counted in the quorum for that part of the meeting; and
  - (d) withdraw during the vote and have no vote on the matter.
- 7.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 8. POWERS OF TRUSTEES

- 8.1 The 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 Act, the Articles or any Special Resolution.
- 8.2 Without prejudice to Article 8.1, the Trustees may:
  - (a) in the event that the office of Chairman is vacant, appoint a Chairman from among their number;
  - (b) appoint other honorary officers from among their number;
  - (c) delegate any of their other functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees);
  - (d) make regulations consistent with the Articles and the Companies Act to govern:
    - (i) proceedings at general meetings;
    - (ii) proceedings at meetings of Trustees and meetings of committees; and
    - (iii) the administration of the Charity and the use of its seal (if any);
  - (e) establish procedures to assist the resolution of disputes within the Charity;
  - (f) exercise any powers of the Charity which are not reserved to a general meeting.
- 8.3 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 5.2 it shall be lawful for them to act as Trustees for the purposes of admitting persons as

Trustees, filling up vacancies in their body or summoning a general meeting but not for any other purpose.

## 9. BENEFITS TO TRUSTEES

9.1 The property and funds of the Charity must be used only for promoting the Objects and Trustees must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity but:

- (a) Trustees may be paid interest at a reasonable rate on money lent to the Charity;
- (b) Trustees may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
- (c) Trustees who are beneficiaries may receive charitable benefits in that capacity;
- (d) the Charity may reimburse Trustees in respect of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (e) the Charity may make payment to any company in which a Trustee has no more than a 1% shareholding;
- (f) Trustees may receive benefits pursuant to Article 9.2;
- (g) in exceptional cases, the Charity may make other payments or provide other benefits to Trustees (but only with the written approval of the Commission in advance).

9.2 Any Trustee (of any Person Connected to a Trustee whose remuneration might result in a Trustee obtaining a Material Benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:

- (a) the goods or services are actually required by the Charity;
- (b) any conflict of interests is authorised by the Trustees in accordance with Article 7.9;
- (c) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 7.10;
- (d) in any financial year, no more than one half of the Trustees are subject to such a contract (or have person connected to them who is subject to such a contract).

## 10. MEMBERSHIP

10.1 The Charity must maintain a register of Member in accordance with the Companies Act.

10.2 Membership of the Charity shall be determined as follows:

- (a) No-one other than a Trustee shall be admitted to Membership; and,

- (b) Every Trustee shall, on appointment as such, either sign a Written consent to become a Member or sign the register of Members and shall, in either case become a Member of the Charity on signature.

10.3 Membership is terminated if the Member concerned:

- (a) gives Written notice of resignation to the Charity;
- (b) dies;
- (c) is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity (but only after notifying the Member In Writing and considering the matter in the light of any Written representations which the Member concerned puts forward within 14 Clear Days after receiving notice); or
- (d) ceases to be a Trustee of the Charity.

10.4 Membership of the Charity is not transferable.

## 11. GENERAL MEETINGS

11.1 Members are entitled to attend general meetings personally or by proxy. General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed.

11.2 There is a quorum at a general meeting if the number of the Members present in person or by proxy is at least four (or 50 per cent of the Members if greater).

11.3 A Member elected by those present presides at a general meeting.

11.4 A general meeting may be called at any time by the Trustees or any of them.

## 12. APPOINTMENT OF PROXIES

12.1 Proxies may only be validly appointed by a notice In Writing which:

- (a) states the name and address of the Member appointing the proxy;
- (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine;
- (d) is delivered to the Charity in accordance with Article 16.3;

- (e) is received by the Charity at least 24 hours before the meeting to which it relates.
- 12.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 12.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 12.4 Unless a proxy notice indicates otherwise, it should be treated as:
  - (a) Allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
  - (b) Appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 12.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 16.3, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.
- 13. VOTING AT GENERAL MEETINGS
- 13.1 A resolution at a general meeting shall be decided by a show of hands, unless poll is demanded.
- 13.2 Except where otherwise provided by the Companies Act, every issue is decided by a majority of the votes cast.
- 13.3 Subject to Article 13.1, every Member present in person or by proxy has one vote on each issue.
- 13.4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hand.
- 13.5 A poll on a resolution may be demanded:
  - (a) in advance of the general meeting where it is to be put to the vote; or
  - (b) at a 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.
- 13.6 A poll may be demanded by any Member.
- 13.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal.
- 13.8 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

14. WRITTEN RESOLUTIONS

- 14.1 Subject to Article 14.2, a resolution In Writing agreed by a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of Members has signified its agreement to the resolution in an Authenticated Document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution In Writing may comprise several copies to which one or more Members have signified their agreement.
- 14.2 The following may not be passed as a written resolution:
- (a) a resolution to remove a Trustee before his period of office expires; and
  - (b) a resolution to remove an auditor before his period of office expires.

15. RECORDS & ACCOUNTS

- 15.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- (a) annual reports;
  - (b) annual returns; and
  - (c) annual statements of account.
- 15.2 The Trustees must keep proper records of:
- (a) all resolutions of Members passed otherwise than at a general meeting;
  - (b) all proceedings at general meetings;
  - (c) all proceedings at meetings of the Trustees;
  - (d) all reports of committees; and
  - (e) all professional advice obtained.
- 15.3 The records referred to in Articles 15.2(a), 15.2(b) and 15.2(c) must be kept for 10 years from the date of the resolution, general meeting or Trustees' meeting, as relevant.

- 15.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.
- 15.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee, free of charge. A copy of either document must also be supplied within two months to any other person who makes a Written request for it and pays the Charity's reasonable costs.

## 16. COMMUNICATION WITH MEMBERS

- 16.1 The Charity may validly send or supply any document (including any notice) or information to a Member:
- (a) by delivering it by hand to the address recorded for the Member in the register of Members;
  - (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members;
  - (c) by fax to a fax number notified by the Member In Writing;
  - (d) by electronic mail to an email address notified by the Member In Writing; or
  - (e) by means of a website the address of which has been notified to the Member In Writing.
- 16.2 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 16.3 Members may validly send any notice or document to the Charity:
- (a) by post to
    - (i) the Charity's registered office; or
    - (ii) any other address specified by the Charity for such purposes;
    - (iii) to any fax number or email address provided by the Charity for such purposes.

## 17. GUARANTEE

- 17.1 The liability of Members is limited.
- 17.2 Every Member promises, if the Charity is dissolved while he remains a Member or within 12 months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the Charity while he was a Member.

18. INDEMNITY

The Charity shall indemnify every Trustee in respect of any Relevant Liabilities Properly Incurred in running the Charity.

19. WINDING UP

19.1 The Charity may at any time before, and in expectation of, its dissolution resolve that any assets remaining after provision has been made for all its liabilities be applied in one or more of the following ways:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (b) directly for the Objects or charitable purposes within or similar to the Objects;
- (c) in such other manner consistent with charitable status as the Commission approves In Writing in advance.

19.2 A final report and statement of account must be sent to the Commission.

20. INTERPRETATION

20.1 In the Articles:

AGM	means the annual general meeting of the Charity;
Articles	means these articles of association;
Authenticated Document	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, which 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);
Brunswick	means Brunswick Group LLP, a limited liability partnership registered with number OC306588;
Chairman	means the chairman of the Trustees (if any);
Charities Act	means the Charities Act 2011;
Charity	means the company governed by the Articles;

Charity Trustee	has the meaning prescribed by the Charities Act;
Clear Days	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;
Commission	means the Charity Commission for England and Wales;
Companies Act	means the Companies Act 2006;
Financial Expert	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;
Material Benefit	means a benefit which may or may not be financial but which has a monetary value;
Member and Membership	refer to membership of the Charity;
Memorandum	means the Memorandum of Association of the Charity;
Month	means calendar month;
Nominating Body	means a company or partnership which is entitled to nominate a Trustee in accordance with Article 5.3;
Nominated Trustees	means a Trustee nominated by a company or partnership in accordance with Article 5.3;
Objects	means the objects of the Charity set out in Article 3;
Ordinary Resolution	means a resolution of the Members that is passed by a simple majority;
Patron	means a Patron of the Charity as appointed from time to time (if any);
Person Connected To A Trustee	means (a) a child, parent, grandchild, grandparent, brother or sister of a Trustee; (b) the spouse or civil partner of a Trustee or anyone falling within paragraph (a); (c) a person carrying on business in partnership with a Trustee or with any person falling within paragraph (a) or (b); (d) an institution which is controlled by a Trustee or by any person falling within paragraphs (a) (b) or (c) (or which is

controlled by any two or more such persons when taken together); (e) a body corporate in which a Trustee or any person within paragraph (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);

**Property Incurred**

means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity;

**Relevant Liability**

means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability

- (a) to pay a criminal fine;
- (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);
- (c) for defending criminal proceedings in which he is convicted;

**Vice Chairman**

means the vice chairman of the Trustees (if any).