

South Bristol Consortium for Young People

Articles of Association

Adopted by a written special resolution dated 6 March 2021 and amended by a written special resolution dated 5 October 2021

Company number 7606234

Charity number 1151057



The Companies Act 2006

Company not having a share capital

Articles of Association

of

South Bristol Consortium for Young People

(Adopted by written special resolution dated 6 March 2021 and amended by a written special resolution dated 5 October 2021)

1 Name

The name of the company is South Bristol Consortium for Young People. In these Articles it is called the "**Charity**".

2 Registered office

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

3 Objects

3.1 The objects of the Charity (the "**Objects**") are to advance in life, relieve the needs of, and help young people, particularly (but without limitation) in and around those areas within the City and County of Bristol that fall to the south of the River Avon and Floating Harbour (this area being referred to as "**South Bristol**" in these Articles), including (but not limited to) by:

3.1.1 developing their skills, education, capacities and capabilities to enable them to participate fully in society and within their communities as independent, mature and responsible individuals and citizens;

3.1.2 the provision of recreational and leisure time activities provided in the interest of social welfare, designed to improve their conditions of life; and

3.1.3 acting as a resource for young people living in and around the area defined as South Bristol by:

(a) providing guidance and personal development to groups and individuals;

(b) working in close association with local schools, education colleges and training providers to advance education and personal development;

(c) providing advice and assistance and organising programmes; and

(d) providing and promoting physical, intellectual and personal development activity;

as a means of advancing education and widening horizons and levels of attainment among young people and promoting equality of opportunity and diversity and promoting social inclusion among young people who are socially excluded from society or a part of a society as a result of their social and economic position.

3.2 For the purposes of these Objects:

3.2.1 "young people" shall mean those individuals aged 25 or under; and

3.2.2 the Charity may work with the parents, guardians and/or carers of young people and, from time to time, other adults where such work advances the Objects for the public benefit.

4 Powers

To further the Objects the Charity may:

4.1 provide services, particularly (without limitation) aimed at:

4.1.1 raising aspirations and attainment;

4.1.2 participation and achievement of all young people;

4.1.3 providing impartial information, advice, guidance and opportunities for the personal development of young people;

4.1.4 referring and introducing young people to learning and activities that prepare them for employment;

4.1.5 providing and supporting the provision of programmes that support the personal development of young people and prepare them for life choices and circumstances; and

4.1.6 providing all young people outside learning, or otherwise at risk of underachieving, with the support they need to fulfil their potential;

4.2 organise and assist in the provision of social, sporting and other recreational activities;

4.3 work closely with schools and education colleges to promote education and learning, distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;

4.4 promote, encourage, carry out or commission research, surveys, studies, or other work, making the useful results available;

4.5 provide or procure the provision of counselling and guidance;

4.6 provide or procure the provision of advice;

4.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English and Welsh charity may properly undertake;

4.8 enter into contracts to provide services to, or on behalf of, other bodies;

4.9 acquire or rent any property and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

- 4.10 subject to any consent required by law, dispose of, or deal with, all or any of the Charity's property with or without payment and subject to such conditions as the Trustees think fit;
- 4.11 subject to any consent required by law, borrow, or raise and secure the payment of money for any purpose, including for the purposes of investment, or of raising funds;
- 4.12 set aside funds for special purposes, or as reserves against future expenditure;
- 4.13 invest the Charity's money not immediately required for the Objects in or upon any investments, securities, or property;
- 4.14 delegate the management of investments to a financial expert or experts provided that:
 - 4.14.1 the investment policy is set down in writing for the financial expert or experts by the Trustees;
 - 4.14.2 every transaction is reported promptly to the Trustees;
 - 4.14.3 the performance of the investments is reviewed regularly by the Trustees;
 - 4.14.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.14.5 the investment policy and the delegation arrangements are reviewed at least once a year;
 - 4.14.6 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; and
 - 4.14.7 the financial expert or experts may not do anything outside the powers of the Trustees;
- 4.15 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;
- 4.16 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of obligations by any person or company;
- 4.17 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;
- 4.18 raise funds by way of subscription, donation or otherwise;
- 4.19 accept (or disclaim) gifts of money and any other property;
- 4.20 make donations, grants and awards;
- 4.21 trade in the course of carrying out the Objects and carry on any other trade which is not expected to give rise to taxable profits;
- 4.22 incorporate subsidiary companies to carry on any trade or activity;
- 4.23 subject to Article 5:

- 4.23.1 engage and pay employees, consultants and professional or other advisers; and
- 4.23.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.24 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;
- 4.25 become a member, associate or affiliate of, or act as trustee, or appoint trustees, of any other organisation (including without limitation any charitable trust or permanent endowment property held for any of the charitable purposes included in the Objects);
- 4.26 undertake and execute charitable trusts;
- 4.27 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 the Objects;
- 4.28 co-operate with charities, voluntary and non-profit distributing bodies, statutory authorities and other bodies with purposes consistent with the Objects and exchange information and advice with them;
- 4.29 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 4.30 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;
- 4.31 provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity, provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:
 - 4.31.1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not; or
 - 4.31.2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her;
- 4.32 do all such other lawful things as may further the Objects.

5 Limitation on Trustee and Member benefits

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects. Except as provided below no part of the income and property of the Charity may be paid, or transferred directly, or indirectly, by way of Benefit to the Members of the Charity and no Trustee may receive any remuneration, or other Benefit from the Charity. This shall not prevent any payment in good faith by the Charity of:
 - 5.1.1 any payments made to any Member, Trustee or Connected Person in their capacity as a beneficiary of the Charity;

- 5.1.2 any payments made to any Trustee, officer or auditor under the indemnity provisions set out in these Articles;
 - 5.1.3 reasonable and proper remuneration to any person (not being a Trustee or Connected Person) for any goods or services supplied to the Charity (including services performed under a contract of employment with the Charity);
 - 5.1.4 interest on money lent by any Member, Trustee or Connected Person at a reasonable and proper rate;
 - 5.1.5 any reasonable and proper rent or expenses for premises, or hiring fee for facilities, provided by any Member, Trustee or Connected Person;
 - 5.1.6 fees, remuneration or other benefits in money or money's worth to a company of which a Member, Trustee or Connected Person holds less than 1% of the capital;
 - 5.1.7 reasonable and proper out-of-pocket expenses of Trustees;
 - 5.1.8 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 4.31;
 - 5.1.9 reasonable and proper remuneration to any Trustee or Connected Person for any goods or services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that:
 - (a) the Conflicts of Interest procedure described in Article 14 must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision; and
 - (b) this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee).
- 5.2 The restrictions on benefits and remuneration conferred on Members of the Charity and on the Trustees and the exceptions to such restrictions in this Article 5 shall apply equally to benefits and remuneration conferred on Members of the Charity and on the Trustees by any Subsidiary Company, and for this purpose references to the Charity in this Article 5 shall be treated as references to the Subsidiary Company.

6 Limited liability

- 6.1 The liability of the Members is limited.
- 6.2 Every Member of the Charity undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during its, his or her membership or within one year afterwards for:
 - 6.2.1 payment of the debts and liabilities of the Charity contracted before it, he or she ceased to be a Member;
 - 6.2.2 the costs, charges and expenses of winding up; and
 - 6.2.3 the adjustment of the rights of the contributories among themselves.

7 Members

- 7.1 The number of Members with which the Charity is registered is unlimited.
- 7.2 The Charity must maintain a register of Members.
- 7.3 Every Member shall sign a written consent to become a Member.
- 7.4 Membership of the Charity is not transferable.

Admission to Membership

- 7.5 The Members of the Charity shall be the subscribers to the Memorandum and such other persons as are admitted to membership by the Members in accordance with Article 7.6.
- 7.6 Membership of the Charity is open to any other organisations (or in the case of an unincorporated organisation, an individual acting as the organisation's representative) interested in promoting the Objects who are recommended to the existing Members by the Trustees and are approved by an ordinary resolution of the Members.

Termination of Membership

- 7.7 Membership is terminated if the Member concerned:
 - 7.7.1 gives three months' written notice of resignation to the Charity;
 - 7.7.2 ceases to exist; or
 - 7.7.3 is removed from membership by unanimous resolution of the other Members on the ground that in their reasonable opinion the Member's continued membership is harmful to the Charity. The Members may only pass such a resolution 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.

8 Trustees

Composition of Board of Trustees

- 8.1 From the adoption of these Articles, the existing Trustees shall continue to hold office on their existing terms.
- 8.2 The Board of Trustees shall be composed of no fewer than three competent persons comprising:
 - 8.2.1 Nominated Trustees appointed in accordance with Article 8.3; and
 - 8.2.2 Independent Trustees appointed in accordance with Article 8.5.

Appointment of Trustees

- 8.3 Each Member may appoint and remove one Trustee (each a "**Nominated Trustee**"). An appointment or removal of a Nominated Trustee shall be made by the relevant Member giving notice in writing to the Charity and to the relevant Nominated Trustee.

- 8.4 No person may be appointed as a Nominated Trustee unless he or she is a director, governor, trustee or employee of the Member which appointed him or her.
- 8.5 Subject to Article 8.7 below, the Nominated Trustees shall by majority resolution of the Nominated Trustees appoint at least three additional Trustees ("**Independent Trustees**"), of whom one shall be appointed to act as Chair and one shall be appointed to act as Treasurer. If a Deputy Chair is to be appointed, that individual shall be chosen from the Independent Trustees then in office or, in the event that there are no Independent Trustees willing or able to act as Deputy Chair, another individual to be appointed as an Independent Trustee by the Nominated Trustees shall act as Deputy Chair.
- 8.6 No person may be appointed as an Independent Trustee if he or she is a director, governor, trustee or employee of a Member unless, notwithstanding the person's position as a director, governor, trustee or employee of a Member, the Nominated Trustees consider that to appoint such a person as an Independent Trustee would be in the best interests of the Charity.
- 8.7 The Nominated Trustees may by majority resolution of the Nominated Trustees increase or decrease the number of Independent Trustees from time to time, provided that there shall always be a minimum of three Independent Trustees.
- 8.8 The notice of any meeting at which a person is proposed to be appointed a Trustee shall give such particulars of that person as the Trustees require.
- 8.9 No person may be appointed as a Trustee:
- 8.9.1 unless he/she has attained the age of 19 years;
- 8.9.2 in circumstances such that, had he/she already been a Trustee, he/she would have been disqualified from acting under the provisions of these Articles.
- 8.10 Every Trustee shall sign a written consent to become a Trustee and shall make disclosures for the purpose of all safeguarding checks and registrations that may be required by law, from time to time.

Term of office of Trustees

- 8.11 The normal term of office of each Trustee shall be three years. A Trustee may be re-elected at the end of his or her term of office for one further term of three years:
- 8.11.1 in the case of Independent Trustees, by a majority resolution of the Nominated Trustees; and
- 8.11.2 in the case of Nominated Trustees, by the Member which appointed him or her.
- 8.12 Subject to Article 8.13, a Trustee who has served any maximum continuous term of six years shall not be eligible for re-election on his or her retirement.
- 8.13 The Trustees may resolve that a Trustee who has served a continuous term of six years shall be eligible for re-election on his or her retirement if the Trustees consider that because of an ongoing matter or project in which the Trustee is involved or which requires his or her particular expertise or experience, it would be in the best interests of the Charity for him or her to continue in office for a further term of one year. Any Trustee re-elected under this Article 8.13 shall be eligible for re-election by the Board for two further terms of one year in the circumstances described in this

Article, but so that no Trustee shall serve in office for more than a continuous term of nine years.

Retirement and removal of Trustees

8.14 The office of a Trustee shall be vacated if:

- 8.14.1 he/she ceases to be a Trustee by reason of any legislative provision or becomes prohibited by law from being a Trustee;
- 8.14.2 he/she becomes bankrupt, or makes any arrangement, or composition, with his/her creditors generally;
- 8.14.3 he/she is at any time included in any list of persons considered to be unsuitable to have access to children, young persons or vulnerable adults and the Trustees resolve that his or her office be vacated;
- 8.14.4 the Trustees reasonably believe he/she is suffering from mental disorder and incapable of acting and they resolve that he/she be removed from office;
- 8.14.5 he/she resigns by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);
- 8.14.6 he/she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he/she be removed for this reason;
- 8.14.7 in the case of a Nominated Trustee, the Trustee ceases to be a director, governor, trustee or employee of the Member which appointed him or her;
- 8.14.8 in the case of an Independent Trustee, the Trustee becomes a director, governor, trustee or employee of a Member (unless, prior to the Trustee becoming a director, governor, trustee or employee of a Member and, notwithstanding this office, the Nominated Trustees consider that it would be in the best interests of the Charity for the Trustee to continue to serve as an Independent Trustee of the Charity);
- 8.14.9 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he/she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office and has been afforded a reasonable opportunity of being heard by, or of making written representations to, the Trustees;
- 8.14.10 the Trustee has completed a term of office which is not (or not deemed to be) renewed; and
- 8.14.11 the Trustee is removed by the Members pursuant to section 168 of the Companies Act 2006.

9 Powers of Trustees

- 9.1 Subject to the Companies Acts and these Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a

meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

- 9.2 The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees or of summoning a general meeting of the Charity.
- 9.3 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.
- 9.4 Subject to the Articles the Trustees may regulate their proceedings as they think fit.

10 Delegation of Trustees' Powers

- 10.1 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.
- 10.2 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.

Delegation to committees

- 10.3 In the case of delegation to committees:
- 10.3.1 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);
 - 10.3.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
 - 10.3.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary;
 - 10.3.4 all delegations under this Article shall be variable or revocable at any time;
 - 10.3.5 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
 - 10.3.6 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.
- 10.4 For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee.

- 10.5 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings as the Trustees so far as applicable and not superseded by any regulations made by the Trustees.

Delegation of day to day management powers

- 10.6 In the case of delegation of the day to day management of the Charity to a manager or managers:
- 10.6.1 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 if applicable to advise the Trustees in relation to such policy, strategy and budget;
 - 10.6.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and
 - 10.6.3 any manager 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.

11 Honorary officers

- 11.1 The Trustees may from time to time appoint (and may remove) a president, patron or other honorary officers.
- 11.2 The Trustees may appoint individuals as honorary officers to be known as "SBY Fellows".
- 11.3 The Trustees may make appointments in accordance with Article 11.1 above on such terms and for such period as they consider fit.

12 Advisory Boards

- 12.1 The Trustees may establish strategic advisory boards to support, guide and advise the Trustees (each an "**Advisory Board**").
- 12.2 Subject to the provisions of this Article 11, the composition and proceedings of Advisory Boards shall be prescribed in rules made by the Trustees and then agreed with the relevant Advisory Board.
- 12.3 An Advisory Board shall have none of the rights or powers exercisable by a committee of the Trustees other than a power to advise the Trustees on any matters which have been referred to it by the Trustees.
- 12.4 The members of an Advisory Board shall not have the duties and responsibilities of company directors or charity trustees.

13 Members' Meetings

Calling general meetings

- 13.1 There shall be no obligation under these Articles to hold an annual general meeting.
- 13.2 The Trustees may call a general meeting at any time.

Proceedings at general meetings

- 13.3 Members are entitled to attend general meetings by an authorised representative or, in the case of an individual Member, in person.
- 13.4 General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 13.5 There is a quorum at a general meeting if the number of Members or authorised representatives present is at least two Members or one third of the total number of Members rounded up to a whole number, whichever is greater.
- 13.6 The Chair or (if the Chair is unable or unwilling to do so), the Deputy Chair, or (if the Deputy Chair is unable or unwilling to do so) a Member or authorised representative of a Member elected by those present presides at a general meeting.
- 13.7 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.
- 13.8 Every Member present in person or through an authorised representative has one vote on each issue.

Proxies

- 13.9 A Member may appoint another person as his proxy to exercise all or any of his rights and to speak and vote at general meetings. The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

Remote attendance at general meetings

- 13.10 The Charity may make arrangements for Members to attend a general meeting by televisual or other electronic or virtual means provided that all remote attendants may securely identify themselves, hear the proceedings and cast their votes on line.

Written resolutions

- 13.11 The Charity may pass a resolution in writing provided the requisite number of Members have consented to the resolution and such resolution will be effective as if it was passed at a general meeting duly convened and held where the Members would have been entitled to vote.
- 13.12 The requisite number of Members to pass a written resolution is:
 - 13.12.1 in the case of an ordinary resolution, a simple majority of the Members; and
 - 13.12.2 in the case of a special resolution, Members representing not less than 75% of the total voting rights of Members.

14 Trustees' Meetings

Notice

- 14.1 The Trustees shall hold at least three meetings of the Board each year. If required, additional meetings may be called by two Trustees (and the Secretary shall at the request of two Trustees call a Trustees' meeting).

- 14.2 A Trustees' meeting shall be called by at least seven clear days' notice unless urgent circumstances require shorter notice, or unless all the Trustees entitled to attend and vote at that meeting agree to shorter notice.
- 14.3 Notice of Trustees' meetings shall be given to each Trustee.
- 14.4 Every notice calling a Trustees' meeting shall specify the place, day and time of the meeting and the general particulars of all business to be considered at such meeting.
- 14.5 The Trustees may invite other persons who are not Trustees (including but not limited to the manager of the Charity (if any) a member of a committee, a member of an Advisory Board, any employee, any professional adviser, any expert of any kind or any person who may be disqualified from being a Trustee under these Articles) to attend the whole or part of any meeting.

Quorum

- 14.6 The quorum for Trustees' meetings may be fixed by the Trustees and, unless so fixed at any other number, shall be three or one-third of the total number of Trustees, whichever is the greater.

Chair

- 14.7 The Chair, or if he or she is unable or unwilling to do so, the Deputy Chair (if appointed), or if he or she is unable or unwilling to do so, an Independent Trustee chosen by the other Trustees shall chair meetings of the Trustees.

Decision making by Trustees at meetings

- 14.8 Questions arising at a Trustees' meeting shall be decided by a majority of votes. Every Trustee has one vote on each issue except that, in the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.

Virtual meetings

- 14.9 A Trustees' meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

Decisions without a meeting

- 14.10 The Trustees may take a decision without holding a Trustees' 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 decisions shall be validly taken provided that no more than three Trustees disagree with any resolution. Such decisions may, but need not, take the form of a resolution in writing, signed by a Trustee or to which a Trustee has otherwise indicated their agreement in writing. A decision made in accordance with this Article 13.10 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

- 14.10.1 approval from Trustees must be received by the Chair, or if the Chair is unable or unwilling to do so, some other Trustee nominated in advance by the Chair for that purpose
(Recipient);

- 14.10.2 following receipt of the response from all of the Trustees, the Recipient shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article 13.10;
- 14.10.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- 14.10.4 the Recipient prepares a minute of the decision and circulates it to the Trustees and the Secretary (if appointed).

Young people's views

- 14.11 In considering matters to be decided by the Trustees, the Trustees shall ensure that the views of young people are gathered and used to inform the content of the programmes delivered by the Charity in advancement of the Objects from time to time.
- 14.12 The CEO shall regularly report to the Trustees on the views of the young people who are supported by the work of the Charity and such report may form part of the CEO's report to the Board on the Charity's operations generally.
- 14.13 The Charity shall hold an annual forum to be hosted by the CEO to give young people the opportunity to express and discuss their views on the content of the programmes delivered by the Charity in advancement of the Objects from time to time. Trustees shall be invited to attend the annual forum.

15 Conflicts of interest

Declaration of interests

- 15.1 Whenever a Trustee has a personal interest in a transaction or arrangement or situation or matter to be discussed at a meeting or in relation to which a decision is proposed to be made (a "**Relevant Matter**") and whenever a Trustee has an interest in another organisation whose interests are reasonably likely to conflict with those of the Charity in relation to a Relevant Matter, he/she must declare an interest before discussion begins on the Relevant Matter.

Duty to avoid Conflicts of Interest

- 15.2 A trustee has a duty under the Companies Act 2006 to avoid a situation or matter (including a transaction or arrangement with the Charity) in which he or she has, or can have, a conflict of interest, provided that, pursuant to section 181(3) of the Companies Act 2006, this duty does not apply to any conflict of interest arising in relation to the Benefits which Trustees may receive under Articles 5.1.1, 5.1.2, 5.1.6, 5.1.7 and 5.1.8.

Managing conflicts of interest

- 15.3 Whenever a Trustee has declared an interest in accordance with Article 14.1, if the Trustees consider that the Trustee concerned has or may have a Conflict of Interest, they may authorise the Relevant Matter to allow the Trustee concerned to comply with the duty mentioned at Article 14.2, provided that:
- 15.3.1 the Conflict of Interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by Article 5;

- 15.3.2 the Trustees act in what they consider to be the best interests of the Charity;
- 15.3.3 the Trustee concerned withdraws from the part of the meeting at which the Trustees consider whether to authorise the Conflict of Interest; and
- 15.3.4 the Trustees comply with the procedures set out in Articles 14.4 and 14.5.
- 15.4 Subject to Article 14.5, in giving authorisation in accordance with Article 14.3, the Board may determine whether the Trustee concerned must:
 - 15.4.1 withdraw from that part of any meeting at which the Relevant Matter is to be discussed unless expressly invited to remain in order to provide information;
 - 15.4.2 not be counted in the quorum for that part of any meeting during which the Relevant Matter is discussed;
 - 15.4.3 withdraw during the vote and have no vote on the Relevant Matter at the relevant part of any meeting; and
 - 15.4.4 not sign any written resolution in relation to the Relevant Matter (except where required to do so to confirm a resolution of the other Trustees).
- 15.5 If the Relevant Matter will confer a Benefit on the Trustee or on a Connected Person (which is not a Benefit authorised under Articles 5.1.1, 5.1.2, 5.1.6, 5.1.7 or 5.1.8), in giving authorisation in accordance with Article 14.3, the Trustees must require to Trustee concerned to:
 - 15.5.1 withdraw from that part of any meeting at which the Relevant Matter is to be discussed unless expressly invited to remain in order to provide information;
 - 15.5.2 not be counted in the quorum for that part of any meeting during which the Relevant Matter is discussed;
 - 15.5.3 withdraw during the vote and have no vote on the Relevant Matter at the relevant part of any meeting; and
 - 15.5.4 not sign any written resolution in relation to the Relevant Matter (except where required to do so to confirm a resolution of the other Trustees).
- 15.6 The Charity will maintain a register of all of the interests declared by the Trustees in accordance with Article 14.1. The Trustees may prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.

16 General

Irregularities

- 16.1 The proceedings at any meeting or on the taking of any poll or the passing of a written resolution 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 such specification is a requirement of the Companies Acts.

Minutes

- 16.2 The Trustees shall cause minutes to be made in books kept for this purpose:

- 16.2.1 of all appointments of officers made by the Trustees;
- 16.2.2 of all resolutions of the Charity and of the Trustees; and
- 16.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting, and any such minute, if purported to be signed (or in the case of minutes of Trustees meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

Records and accounts

- 16.4 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' 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:
 - 16.4.1 annual reports;
 - 16.4.2 annual returns; and
 - 16.4.3 annual statements of account.

Communications by and to the Charity

- 16.5 Subject to the provisions of the Companies Acts and these Articles:
 - 16.5.1 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, in electronic form or (in the case of communications by the Charity) by making it available on a website;
 - 16.5.2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement; and
 - 16.5.3 a document or information (including any notice) may only be given, sent or supplied by being made available on a website if the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner, or if the recipient is deemed to have so agreed in accordance with the Companies Acts.
- 16.6 Any document or information (including any notice) sent to a member under the Articles may be sent to the member's postal address as shown in the Charity's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member, provided that:
 - 16.6.1 a member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Charity; and

- 16.6.2 the Charity is not required to send notice of a general meeting or a copy of its annual report and accounts to a member for whom it no longer has a valid address.
- 16.7 Any document to be served on the Charity or by any member or any officer of the Charity under the Articles may only be served:
- 16.7.1 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
 - 16.7.2 in the case of documents in electronic form, by sending them by electronic means;
 - 16.7.3 to an address notified to the members for that purpose; and
 - 16.7.4 from an address previously notified to the Charity by the member (other than by electronic means) for the purpose of sending and receiving documents and information.
- 16.8 A member present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 16.9 Where a document or information is sent or supplied under the Articles:
- 16.9.1 where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 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;
 - 16.9.2 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;
 - 16.9.3 where the document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:
 - (a) the material is first made available on the website; or
 - (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website;
 - 16.9.4 where any document or information has been sent or supplied by the Charity by electronic means and the Charity receives notice that the message is undeliverable:
 - (a) if the document or information has been sent to a member and is notice of a 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 member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so; and

- (b) in all other cases, the Charity will send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person;

16.9.5 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.

Indemnity and Trustees' indemnity insurance

- 16.10 Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.
- 16.11 The Trustees shall have power to resolve pursuant to Article 4.31 to effect Trustees' indemnity insurance, despite their interest in such policy.

Regulations

- 16.12 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, these Articles or any rule of law.

Winding up

- 16.13 If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity, but must be given to some other institution or institutions with similar objects which is or are regarded as charitable under the law of every part of the United Kingdom. The institution or institutions to benefit may be chosen by resolution of the members at or before the time of winding up or dissolution, and subject to any such resolution of the members may be chosen by resolution of the Trustees at or before the time of winding up or dissolution.

17 Interpretation

- 17.1 In these Articles the following terms shall have the following meanings;

Term	Meaning
address	includes a number or address used for the purposes of sending or receiving documents by electronic means
authorised representative	an individual who is authorised in writing by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary

Articles	these Articles of Association of the Charity
Benefit	any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth
Board of Trustees or Board	the board of trustees of the Charity
CEO	the individual appointed as chief executive officer of the Charity from time to time
clear days	in relation to the period of a notice that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
Charity	the charitable company governed by these Articles
circulation date	in relation to a written resolution has the meaning given to it in the Companies Acts
Companies Acts	has the meaning given to it in section 2 of the Companies Act 2006
Conflict of Interest	any direct or indirect interest (including any interest a Trustee or any Connected Person may have as a consequence of any duty he or she may owe to any other person) of a Trustee or Connected Person that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties
Connected Person	<ul style="list-style-type: none"> (a) any parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) any spouse, civil partner or other person in a relationship with a Trustee or with a person in (a) above which may reasonably be regarded as equivalent to such a relationship; or (c) any person carrying on business in partnership with a Trustee or with any person falling within (a) or (b) above; or (d) any company or firm of which a trustee is a paid director, partner or employee, or shareholder, holding more than 1% of the capital
electronic form and electronic means	have the meanings ascribed to them in the Companies Act 2006

financial expert	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
hard copy and hard copy form	have the meanings respectively ascribed to them in the Companies Act 2006
Member and membership	refer to the members of the Charity for the purposes of, and as defined by, the Companies Act 2006 and their membership of the Charity
Memorandum	the Memorandum of Association of the Charity
Secretary	the company secretary of the Charity (if any)
Subsidiary Company	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
Trustee and Trustees	the director and directors as defined in the Companies Acts
year	a calendar year

17.2 In these Articles:

- 17.2.1** Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when those articles became binding on the Charity.
- 17.2.2** Subject to Article 16.2.1, 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.

CC03

Statement of compliance where amendment of articles restricted



Companies House

✓ **What this form is for**

You may use this form to state that the restrictions to change articles have been observed.

✗ **What this form is NOT for**

You cannot use this form for notifying a change of articles that are not restricted.

For further information, please refer to our guidance at www.companieshouse.gov.uk

1 Company details

Company number 07606234

Company name in full South Bristol Consortium for Young People

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Statement of compliance ¹

The above company certifies that the amendment has been made in accordance with the company's articles and, where relevant, any applicable order of a court or other authority.

¹Please note:
This form must accompany the document making or evidencing the amendment.

3 Signature

I am signing this form on behalf of the company.

Signature

Signature

✗

K Stephen (on behalf of VWV LLP)

✗

This form may be signed by:
Director ², Secretary, Person authorised ³, Liquidator, Administrator,
Administrative receiver, Receiver, Receiver manager, Charity Commission receiver
and manager, CIC manager, Judicial factor.

²Societas Europaea

If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership.

³Person authorised

Under either section 270 or 274 of the Companies Act 2006.

CC03

Statement of compliance where amendment of articles restricted

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Kara Stephen

Company name VWV LLP

Address Narrow Quay House

Narrow Quay

Post town Bristol

County/Region

Postcode B S 1 4 Q A

Country UK

DX

Telephone 0117 9929 714

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You are also sending with this form the document making or evidencing the amendment.
- ☐ You have signed the form.

**Important information**

Please note that all information on this form will appear on the public record.

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk