

ASSOCIATION OF MOUNTAINEERING INSTRUCTORS LIMITED

(registered company number: 08014488)

(the "Company")

Written Special Resolution

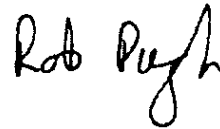
Date: 17 JUNE 2019

The following resolution was passed as a written special resolution of the Company.

Special resolution 1

The members of the Company resolved to adopt the Articles of Association attached to this special resolution, in replacement and to the exclusion of the Articles of Association with which the Company was incorporated on 30 March 2012.

NAME: R. Pugh



[SIGNATURE]

NAME: P D Baker



[SIGNATURE]

NAME: D M T Shipley



[SIGNATURE]



The Companies Act 2006
Company Limited by Guarantee
and not having a Share Capital

Articles of Association
of
ASSOCIATION OF MOUNTAINEERING INSTRUCTORS
LIMITED

Company number 08014488

THE COMPANIES ACT 2006
Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION
OF
ASSOCIATION OF MOUNTAINEERING INSTRUCTORS LIMITED

Company number 08014488

1 NAME

- 1.1 The name of the company is Association of Mountaineering Instructors Limited (the "**Charity**").

2 REGISTERED OFFICE

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

3 OBJECTS

- 3.1 The objects of the Charity (the "**Objects**") are:
- 3.1.1 the advancement of education (including training);
 - 3.1.2 the promotion of good health and well-being and the saving of lives; and
 - 3.1.3 the promotion of equality and diversity.
- 3.2 Nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.
- 3.3 This Article 3 may be amended by special resolution but only with the prior written consent of the Commission.

4 POWERS

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

- 4.1 to take over either directly or as trustee the property, rights, privileges and undertaking, and to discharge the liabilities, of the Association of Mountaineering Instructors (registered charity 1145987) and to give such indemnities in connection with the same as may properly and reasonably be required;
- 4.2 to keep and maintain a register of people who are suitably qualified to be mountaineering instructors according to criteria set by the Trustees from time to time;
- 4.3 to advance the public's education in using the mountain environment safely, promoting good health and well-being and promoting personal development (promoting capacity building and skills);
- 4.4 to promote good practice in mountaineering instruction for the benefit of the wider public so that they may use the mountain environment safely;
- 4.5 to maintain an involvement in developing training and assessment of the Mountaineering Instructor Award (M.I.A.) and the Mountaineering Instructor Certificate (M.I.C.) awards to ensure confidence in the awards amongst the wider public;

- 4.6 to promote equal opportunities and the elimination of discrimination by members when undertaking instructional courses;
- 4.7 to monitor professional standards and effectively deal with members whose fitness to instruct has been shown to be seriously deficient;
- 4.8 to provide advice or information;
- 4.9 to carry out research and to publish and distribute the useful results;
- 4.10 to print, publish, issue, distribute and commission papers, periodicals, books, circulars, pamphlets, leaflets, journals, films, tapes and other instructional matter on any media;
- 4.11 to publicise the work of the Charity in such manner as may be thought expedient;
- 4.12 to co-operate with other bodies and to exchange information and advice with them;
- 4.13 to support, administer or set up other charities or to establish charitable trusts for any particular purposes of the Charity and to act as trustee of any charity or special charitable trust whether established by the Charity or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its Objects;
- 4.14 to accept gifts and to carry on trade in the course of carrying out the Objects and in its discretion to disclaim any particular contribution;
- 4.15 to receive and administer bequests and donations;
- 4.16 to borrow money and give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act) including entering into any related derivative arrangement, but only where the derivative arrangement is:
 - 4.16.1 ancillary to the transaction;
 - 4.16.2 an integral part of managing the Charity's debt entered into in order to manage risk association with the transaction; and
 - 4.16.3 not a purely speculative transaction;
- 4.17 to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
- 4.18 to sell, lease or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.19 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.20 to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;
- 4.21 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it;
- 4.22 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.22.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 4.22.2 timely reports of all transactions are provided to the Trustees;
 - 4.22.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.22.4 the Trustees are entitled to cancel the delegation arrangement at any time;

- 4.22.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 4.22.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 4.22.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.23 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.24 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.25 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.26 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 4.27 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.28 to enter into contracts to provide services to or on behalf of other bodies;
- 4.29 to establish, hold shares in, or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects;
- 4.30 to pay out of the funds of the Charity the costs of registering the Charity both as a charity; and
- 4.31 to do anything else within the law which promotes, helps to promote or is conducive or incidental to the promotion of the Objects.

5 BENEFITS AND CONFLICTS FOR MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members or the Trustees.
- 5.2 Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied.
- 5.3 Subject to compliance with Article 5.6, Members, Trustees and Connected Persons:
 - 5.3.1 may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.3.2 may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - 5.3.3 who are beneficiaries may receive charitable benefits in that capacity on the same terms as any other members of the beneficial class; and
 - 5.3.4 may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 5.4 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 5.4.1 as mentioned in Articles 4.26, 5.3 or 5.5;
 - 5.4.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 5.4.3 an indemnity pursuant to Article 15 in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

- 5.4.4 payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or
- 5.4.5 in exceptional cases, other payments or benefits but only with:
 - (a) the written consent of the Commission in advance where required under the Charities Act; and
 - (b) the approval or affirmation of the Members where required under the Act.
- 5.5 No Trustee, or Connected Person, may be employed by the Charity except in accordance with Article 5.4.5, but any Trustee or Connected Person may enter into a contract with the Charity, as permitted by the Charities Act, to supply goods or services to the Charity in return for a payment or other material benefit but only if:
 - 5.5.1 the contract is in writing and states the maximum to be paid by the Charity;
 - 5.5.2 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - 5.5.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services;
 - 5.5.4 no more than a minority of the Trustees are subject to such a contract in any financial year; and
 - 5.5.5 the Trustee has complied with the procedure set out in Article 5.6.
- 5.6 Subject to Article 5.7, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
 - 5.6.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - 5.6.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 5.6.3 not be counted in the quorum for that part of the meeting; and
 - 5.6.4 be absent during the vote and have no vote on the matter.
- 5.7 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:
 - 5.7.1 to continue to participate in discussions leading to the making of a decision and to vote, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit; or
 - 5.7.2 to disclose information confidential to the Charity to a third party; or
 - 5.7.3 to take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit.
- 5.8 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 5.6 and then withholds such confidential information from the Charity.

- 5.9 For any transaction or arrangement authorised under Articles 5.3, 5.4 or 5.5 the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 5.6 have been followed.
- 5.10 This Article 5 may be amended by special resolution provided that where the result would be to authorise a benefit to a Trustee, Member or Connected Person which was not previously authorised under the Articles, it may only be amended with the prior written consent of the Commission.

6 MEMBERSHIP

- 6.1 The Charity must maintain a register of the names and address of the Members.
- 6.2 Membership of the Charity shall be open to any person who:
- 6.2.1 consents in writing to become a Member;
 - 6.2.2 is interested in furthering the Objects;
 - 6.2.3 applies to the Charity in accordance with the process outlined in this Article 6; and
 - 6.2.4 is approved by the Trustees.
- 6.3 The Trustees may only refuse an application for Membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to refuse the application. The Trustees must inform the applicant in writing of the reasons for the refusal within twenty one Clear Days of the decision. The Trustees must consider any written representations the applicant may make within 14 Clear Days of being notified about the decision. The Trustees' decision following any written representations must be notified to the applicant in writing but shall be final.
- 6.4 There shall be three classes of Members:
- 6.4.1 Full Members
 - (a) Only individuals who have been awarded the Mountaineering Instructor Certificate or the Mountaineering Instructor Award and work professionally with their qualifications are eligible to be admitted to Full Membership.
 - (b) Individuals who are eligible under Article 6.4.1(a) may be admitted to Full Membership if they:
 - (i) apply to the Charity for Full Membership in the form approved by the Trustees and submitting evidence of their eligibility for Full Membership; and
 - (ii) agree to abide by the Charity's Code of Professional Conduct and Professional Standards Policy.
 - 6.4.2 Honorary Members
 - (a) Individuals who are not eligible for Full or Trainee Membership may apply to the Charity for Honorary Membership.
 - (b) Honorary Members shall have the same rights, privileges and responsibilities as Full Members.
 - 6.4.3 Retired Members
 - (a) Individuals who have been Full Members but who are no longer eligible for Full Membership under Article 6.4.1(a) may apply to the Charity for Retired Membership.
 - (b) Retired Members shall have the same rights, privileges and responsibilities as Full Members.

- 6.5 The Trustees may establish further classes of Membership and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed "members") and set out *their respective rights and obligations*. One such class of members are the Trainee Members.

6.5.1 Trainee Members

- (a) Only individuals who have registered with the Mountaineering Instructor Scheme and who are on or have attended a Mountaineering Instructor Award training course are eligible to be admitted to Trainee Membership.
- (b) Individuals who are eligible under Article **Error! Reference source not found.**(a) may be admitted to Trainee Membership if they:
 - (i) apply to the Charity for Trainee Membership in the form approved by the Trustees and submitting evidence of their eligibility for Trainee Membership; and
 - (ii) agree to abide by the Charity's Code of Professional Conduct and Professional Standards Policy.
- (c) Trainee Members do not have the same rights, privileges and responsibilities as Full Members. They do not count towards a quorum at general meetings and are not entitled to participate in voting on resolutions of the Charity.

- 6.6 Membership is terminated if the Member concerned:

- 6.6.1 gives written notice of resignation to the Charity unless, after the resignation, there would be fewer than two members;
- 6.6.2 dies;
- 6.6.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated on payment of the amount due); or
- 6.6.4 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 fourteen Clear Days after receiving notice).

- 6.7 The Trustees may suspend a Member's Membership of the Charity in the circumstances and according to the procedure set out in the Charity's Complaints and Disciplinary Procedure and Professional Standards Policy.

- 6.8 Neither termination of Membership in accordance with Article 6.6 nor suspension of Membership in accordance with Article 6.7 has the effect of terminating, suspending or otherwise invalidating a Member's Mountaineering Instructor Certificate or Mountaineering Instructor Award.

- 6.9 Membership of the Charity is not transferable.

7 **LIABILITY OF MEMBERS AND GUARANTEE**

The liability of Members is limited to a sum not exceeding £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he, she or it is a Member or within one year after he, she or it ceases to be a Member for:

- 7.1.1 payment of those debts and liabilities of the Charity incurred before he, she or it ceased to be a Member;
- 7.1.2 payment of the costs, charges and expenses of winding up the Charity; and

7.1.3 the adjustment of rights of contributors among themselves.

8 GENERAL MEETINGS OF MEMBERS

8.1 Attendance

8.1.1 Members are entitled to attend general meetings.

8.1.2 A Trustee or Secretary shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any general meeting.

8.1.3 Nothing in these Articles is to be taken to preclude the holding and conducting of a general meeting by such suitable Electronic Means as the Trustees may decide which provide for all Members who are not present together at the same place to be able to communicate with all the other participants simultaneously, to speak and to vote during the general meeting.

8.2 Notice

8.2.1 A general meeting may be called at any time by the Trustees and must be called on a request from at least five percent of the Members having the right to vote at general meetings of the Charity if the request is issued in accordance with the Act.

8.2.2 Subject to Article 8.2.3, general meetings are called on at least fourteen Clear Days' notice (unless the Act requires a longer notice period) specifying:

- (a) the time, date and place of the meeting;
- (b) the general nature of the business to be transacted;
- (c) the terms of any proposed special resolution; and
- (d) notifying Members of their right to appoint a proxy under section 324 of the Act and Article 8.8.

8.2.3 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.

8.2.4 Notice of general meetings should be given to every Member and Trustee, and to the Charity's auditors.

8.2.5 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

8.3 Quorum

8.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person or by proxy is at least ten percent of the total Membership or thirty Members, whichever is the lesser.

8.3.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.

8.4 Chairperson of the Meeting

8.4.1 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee elected by the board of Trustees presides at a general meeting.

8.4.2 If no Trustee is willing to act as chairperson, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairperson of the meeting, save

that a proxy who is not a Member entitled to vote shall not be entitled to be appointed as chairperson.

8.5 **Adjournment**

The chairperson may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. If the meeting is adjourned for less than fourteen days it shall not be necessary to give any such notice.

8.6 **Voting General**

- 8.6.1 Except where otherwise provided by the Articles or the Act, every issue is decided by an ordinary resolution.
- 8.6.2 Every Member shall have one vote but in the case of an equality of votes the chairperson of the meeting shall have a second or casting vote.
- 8.6.3 On a poll or a show of hands, votes may be given either personally or by proxy in accordance with the provisions of Article 8.8.
- 8.6.4 On a show of hands or a poll every Member who is present in person or by proxy shall have one vote, unless the proxy is a Member in their own right entitled to vote in which case they shall be entitled to a vote in their own right and a vote as a proxy.
- 8.6.5 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such deputy, registered attorney, curator bonis or other person may, on a show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the Charity's registered office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty eight hours (excluding public holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 8.6.6 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson whose decision shall be final and conclusive.

8.7 **Poll Voting**

- 8.7.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
 - (a) by the chairperson of the meeting; or
 - (b) by at least five Members having the right to vote at the meeting; or
 - (c) by a Member or Members representing not less than ten percent of the total voting rights of all the Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

- 8.7.2 Unless a poll is duly demanded, a declaration by the chairperson of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 8.7.3 A demand for a poll may be withdrawn if the poll has not yet been taken; and the chairperson consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 8.7.4 A poll shall be taken as the chairperson directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 8.7.5 A poll demanded on the election of a chairperson or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairperson directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 8.7.6 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

8.8 Proxy Voting

- 8.8.1 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Trustees which shall without limitation:
 - (a) state the name and address of the Member appointing the proxy;
 - (b) identify the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (c) be executed by or on behalf of the Member appointing the proxy; and
 - (d) be delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.
- 8.8.2 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may:
 - (a) in the case of an instrument in Hard Copy Form be deposited at the Charity's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (b) in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:

- (i) in the notice convening the meeting, or
- (ii) in any instrument of proxy sent out by the Charity in relation to the meeting, or
- (iii) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Charity in relation to the meeting,

be received at such address not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (c) in the case of a poll taken more than forty eight hours (excluding public holidays and weekends) after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than twenty four hours (excluding public holidays and weekends) before the time appointed for the taking of the poll; or
- (d) where the poll is not taken immediately but is taken not more than forty eight hours (excluding public holidays and weekends) after it was demanded, be delivered at the meeting at which the poll was demanded to the chairperson or to the Secretary or to any Trustee;

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

8.8.3 An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it received by the Charity at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote to which it relates is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

8.8.4 A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was effective in accordance with Article 8.8.3.

8.9 **Written Resolutions**

Subject to the provisions of the Act:

- 8.9.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.
- 8.9.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution.
- 8.9.3 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.
- 8.9.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.

8.9.5 A Member indicates his or her agreement to a written resolution when the Charity receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:

- (a) by the Member's signature if the document is in Hard Copy Form; or
- (b) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Charity, accompanied by a statement of the Member's identity which the Charity has no reason to doubt, if the document is in Electronic Form.

8.9.6 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.

8.10 **AGMs**

8.10.1 The Charity must hold an AGM in every year which all Members are entitled to attend. Not more than fifteen months may elapse between successive AGMs.

8.10.2 At an AGM the Members:

- (a) receive the accounts of the Charity for the previous financial year;
- (b) receive the Trustees' report on the Charity's activities since the previous AGM;
- (c) approve alterations to the Charity's Code of Professional Conduct and these Articles of Association;
- (d) accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
- (e) elect (and remove) persons to be Trustees to fill vacancies arising, including the Chairperson, Secretary and Treasurer;
- (f) appoint independent examiners or auditors for the Charity; and
- (g) discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

8.11 **EGMs**

Any general meeting which is not an AGM is an EGM.

9 THE TRUSTEES

9.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.

9.2 The minimum number of Trustees shall be three but (unless otherwise determined by ordinary resolution) there shall be no maximum number of Trustees that may be appointed.

9.3 The Trustees shall include at least:

- 9.3.1 the Chairperson, who shall preside at general meetings and meetings of the Trustees (where possible) and shall report annually to the Members at the AGM;
- 9.3.2 the Secretary, who shall be responsible for convening general meetings and meetings of the Trustees and of committees, the preparation of agendas and the circulation of minutes; and
- 9.3.3 the Treasurer, who shall attend to the finances of the Charity and the collection of subscriptions; shall, at the request of the Charity's independent examiner or auditor furnish them with such documents and accounts as they may require; and shall report annually to the Members at the AGM.

9.4 The Trustees shall be elected by the Members from among their number at an AGM. A person may not be elected as a Trustee unless the Charity first receives notice of that person's

intention to put themselves forward for election, signed by that person and one other Full, Retired or Honorary Member. An individual standing for election as a Trustee must obtain a simple majority of the votes cast in order to be elected as a Trustee.

- 9.5 The Chairperson, Secretary and Treasurer shall be elected for a term of three years. All other Trustees are elected for terms of two years.
- 9.6 No Trustee may serve more than two consecutive terms. No person may serve as the Chairperson for more than two terms, whether or not they are consecutive. Except for the Chairperson, Trustees having served two consecutive terms may not be re-elected until two years after their retirement.
- 9.7 If the Trustees consider that it is appropriate and in the best interests of the Charity, they may make arrangements for the election of a new Chairperson, Secretary or Treasurer to take place one year before the term of the then Chairperson, Secretary or Treasurer is due to expire. If elected, during the period from their election until they take office, the new Chairperson, Secretary or Treasurer shall shadow the Chairperson, Secretary or Treasurer then in office in the exercise of their functions and will be entitled to receive notice of and attend meetings of the Trustees but will not be a Trustee, and will not count towards the quorum or be able to vote at meetings of the Trustees.
- 9.8 No one may be elected as a Trustee if they would be disqualified from acting under the provisions of Article 9.10.
- 9.9 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she is eligible to act as a Trustee and/or vote at any meeting of the Trustees.
- 9.10 A Trustee's term of office automatically terminates if:
 - 9.10.1 he or she dies;
 - 9.10.2 he or she is disqualified under the Charities Act from acting as a Charity Trustee;
 - 9.10.3 a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
 - 9.10.4 he or she is removed by a resolution passed by at least 70% of the other Trustees;
 - 9.10.5 he or she is absent without permission of the Trustees from all their meetings within a six-month period and the Trustees resolve their his or her office be vacated;
 - 9.10.6 he or she ceases to be a Member;
 - 9.10.7 he or she resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
 - 9.10.8 he or she is removed by resolution passed by the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 9.11 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or (subject to Article 9.2) as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 9.12 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.
- 9.13 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.

10 PROCEEDINGS OF TRUSTEES

- 10.1 The Trustees must hold at least four meetings each year.
- 10.2 Any Trustee may call a meeting of the Trustees at any time and the Secretary must call a meeting of the Trustees if requested to do so by a Trustee.
- 10.3 Notice of every meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.
- 10.4 The Trustees shall also give notice of every meeting of the Trustees to a Trainee Member nominated to represent the interests of the Trainee Membership, who shall be entitled to attend but not vote at meetings of the Trustees.
- 10.5 Unless otherwise fixed at a larger number by the Trustees, a quorum at a meeting of the Trustees is two or seventy-five percent of the total number of Trustees whichever is the greater, excluding any Conflicted Trustee who has not been authorised to participate in discussions or a vote under Article 5.7. If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 10.6 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 simultaneously but at least one meeting in each year must be held in person.
- 10.7 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 10.8 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by all of the Trustees (other than any Conflicted Trustee who has not been authorised to vote under Article 5.7) is as valid as a resolution passed at a meeting provided that:
- 10.8.1 a copy of the resolution is sent to or submitted to all the Trustees eligible to vote; and
- 10.8.2 all of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Charity's registered office within the period of 28 days beginning with the circulation date.
- For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 10.9 Except for the chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 10.10 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has 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; and a Trustee must comply with the requirements of Article 5.
- 10.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

11 POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 11.1 to invite observers to attend meetings of the Trustees, and to pay their reasonable expenses out of the Charity's funds. For the avoidance of doubt, such observers are not Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when the Trustees vote on a matter;

- 11.2 to delegate any of their 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). The Trustees may:
- 11.2.1 impose conditions when delegating, including the conditions that:
 - (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
 - (b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees;
 - 11.2.2 revoke or alter a delegation;
- 11.3 to delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including the payment of a salary) as they think fit;
- 11.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 11.5 to make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity. Such rules or bye laws may regulate the following matters but are not restricted to them:
- 11.5.1 the admission of Members (including the admission of organisations to membership) and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;
 - 11.5.2 the conduct of Members in relation to one another and to the Charity's employees and volunteers;
 - 11.5.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
 - 11.5.4 the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or these Articles;
 - 11.5.5 generally, all such matters as are commonly the subject matter of company rules;
- provided that:
- 11.5.6 the Charity in general meeting has the power to alter, add to or repeal the rules or bye laws;
 - 11.5.7 the Trustees adopt such means as they think sufficient to bring the rules and bye laws to the notice of the Members;
 - 11.5.8 no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles;
- and
- 11.5.9 the rules or bye laws shall be binding on all Members;
- 11.6 to establish procedures to assist the resolution of disputes within the Charity; and
- 11.7 to exercise any powers of the Charity which are not reserved to the Members.

12 RECORDS & ACCOUNTS

- 12.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- 12.1.1 annual reports;
- 12.1.2 annual returns; and
- 12.1.3 annual statements of account.
- 12.2 The Trustees must keep records of:
 - 12.2.1 all proceedings at general meetings;
 - 12.2.2 all proceedings at meetings of the Trustees;
 - 12.2.3 all reports of committees; and
 - 12.2.4 all professional advice obtained.
- 12.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 12.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

13 MEANS OF COMMUNICATION TO BE USED

(In this Article "**Document**" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

- 13.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.
- 13.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.
- 13.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.
- 13.4 The Charity may deliver a Document to a Member:
 - 13.4.1 by delivering it by hand to the postal address recorded for the Member on the register;
 - 13.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;
 - 13.4.3 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing;
 - 13.4.4 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

- 13.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
- 13.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:
 - 13.6.1 forty eight hours after it was posted, if first class post was used; or

- 13.6.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;
- provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:
- 13.6.3 properly addressed; and
- 13.6.4 put into the post system or given to delivery agents with postage or delivery paid.
- 13.7 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered forty eight hours after it was sent.
- 13.8 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) *notice of the fact that the material was available on the website*.
- 13.9 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.
- 13.10 A Member present in person, or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.
- 13.11 A Member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

14 EXCLUSION OF MODEL ARTICLES

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008) are hereby expressly excluded.

15 INDEMNITY

- 15.1 The Charity shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.
- 15.2 In this Article a “**Trustee**” means any Trustee or former Trustee of the Charity.
- 15.3 The Charity may indemnify an auditor against any liability incurred by him or her:
- 15.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or
- 15.3.2 in connection with an application under section 1157 of the Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

16 DISSOLUTION

- 16.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways as the Trustees may decide:
- 16.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- 16.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or

16.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

16.2 The Members may pass a resolution specifying the manner in which the Trustees are to apply the remaining property or assets of the Charity and the Trustees must comply with the resolution if it is consistent with Articles 16.1.1 to 16.1.3, above.

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

16.4 This Article may not be amended without the prior written consent of the Commission.

17 INTERPRETATION

17.1 References to an act of parliament are references to that act as amended or re-enacted from time to time and to any subordinate legislation made under it.

17.2 In these Articles expressions not otherwise defined which are defined in the Act have the same meaning.

17.3 In these Articles words importing one gender shall include all genders, and the singular includes the plural and vice versa.

17.4 In these Articles:

“Act” means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity;

“Address” means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity;

“AGM” means an annual general meeting of the Charity;

“these Articles” means these articles of association;

“Chairperson” means the Trustee appointed by the Trustees to act as Chairperson under Article 9.3.1;

“the Charities Act” means the Charities Act 2011

“Charity Trustee” has the meaning prescribed by section 177 of the Charities Act;

“Circulation Date” has the meaning prescribed by section 290 of the Act;

“Clear Day” in relation to the period of notice means a 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;

“the Commission” means the Charity Commission for England and Wales or any body which replaces it;

“Conflicted Trustee” means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is

	confidential to the Charity;
“Connected Person”	means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act;
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
“EGM”	means an extraordinary general meeting of the Charity;
“Electronic Form” and “Electronic Means”	have the meanings respectively prescribed to them in the Act;
“Eligible Member”	<i>has the meaning prescribed by the Companies Act 2006;</i>
“executed”	includes any mode of execution;
“Financial Expert”	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
“firm”	includes Limited Liability Partnership;
“Hard Copy Form”	has the meaning prescribed by the Companies Act 2006;
“indemnity insurance”	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
“material benefit”	means a benefit, direct or indirect, which may not be financial but has monetary value
“Member” and “Membership”	refer to company membership of the Charity;
“Memorandum”	means the Charity's memorandum of association;
“month”	means calendar month;
“Objects”	“Objects” means the Objects of the Charity as defined in Article 3;
“Secretary”	means any person appointed to perform the duties of the secretary of the Charity in accordance with Article 9.3.2;
“Trustee”	means a director of the Charity and “Trustees” means the directors;

“written” or “in writing”

means 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, without limitation by, Hard Copy Form, Electronic Means or otherwise; and

“year”

means calendar year.