

Company No: 08087609

COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

of

YORK POTASH FOUNDATION

(the "Company")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution as detailed below.

RESOLUTION

As a special resolution

THAT the Articles of Association attached to this resolution be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association.

Dated: 28 April 2017

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the resolution.

I, the undersigned, being a person entitled to vote on the above resolution, irrevocably agree to such resolution:

Name of Member

Signature

Date of Signature

York Potash Ltd



4/5/17

David Smith



3/5/17

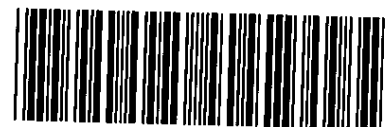
Jim Dillon



5/5/17

Attachments: Articles of Association

THURSDAY



A20 22/06/2017 #417
COMPANIES HOUSE

NOTES

1. **Members who wish to agree to such resolution should signify their agreement in one of the following ways:**

- **Sign and return this document and deliver it by hand to Richard Hunt at 7 - 10 Manor Court, Manor Garth, Scarborough, YO11 3TU; or**
- **Sign and return this document to 7 - 10 Manor Court, Manor Garth, Scarborough, YO11 3TU *marked for the attention of Richard Hunt*; or**
- **E-mail the company at info@ypfoundation.co.uk attaching a scanned copy of the signed document to an email containing the subject "Written resolution dated 21 March 2017".**

If you do not agree to the resolution, you do not need to do anything; you will not be deemed to agree if you fail to reply.

2. **If sufficient agreement is not received by 2 May 2017 then this resolution will lapse and members will not be able to indicate agreement after that date. If you agree to the resolution, please ensure your agreement reaches us before that date.**
3. **Once you have indicated your agreement to the resolution, you may not revoke your agreement.**
4. **If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.**

Company No: 08087609

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
RESOLUTION IN WRITING
of
YORK POTASH FOUNDATION
("Company")

Passed the 26th day of April 2017

By a written resolution agreed to in accordance with Chapter 2 of Part 13 of the Companies Act 2006 by or on behalf of the required number of the members of the Company who, at the date of circulating the resolution, were entitled to vote on the resolution the following resolution of the Company was duly passed:

SPECIAL RESOLUTION

THAT the Articles of Association attached to this resolution be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association.

Signed: RJ Hunt
Director/Secretary

Dated: 28 April 2017

THURSDAY



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22/06/2017

#418

COMPANIES HOUSE

THE COMPANIES ACT 2006

COMPANY NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

SIRIUS MINERALS FOUNDATION ←

1. **PRELIMINARY**

The company's name is Sirius Minerals Foundation Limited (and in this document it is called the "charity").

2. **DEFINITIONS AND INTERPRETATION**

2.1 In these Articles the following expressions have the following meanings unless inconsistent with the context:

"address" 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

"area of benefit" the area south of the river Tees and within the boundaries of either Redcar and Cleveland Borough Council, Scarborough Borough Council and the North York Moors National Park as defined in June 2012

"the Articles" the charity's Articles of Association

"the charity" the company intended to be regulated by the Articles

"clear days" in relation to the period of a notice means a period excluding:

- (a) the day when the notice is given or deemed to be given; and
- (b) the day for which it is given or on which it is to take effect

"the Commission"	the Charity Commission for England and Wales
"Companies Acts"	the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the charity
"the trustees"	the trustees of the charity who are also company law directors. The trustees are charity trustees as defined by section 177 of the Charities Act 2011
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form
"electronic form"	has the meaning given in section 1168 of the Companies Act 2006
"Independent Member"	a member who has no contractual relationship with York Potash Limited (but, for the avoidance of doubt, excludes an employee of an organisation that has a contractual relationship with York Potash Limited) and is not an employee, director or shareholder of York Potash Limited and is admitted as a member in accordance with Article 13
"the Memorandum"	means the charity's Memorandum of Association
"officers"	includes the trustees and the secretary (if any)
"secretary"	any person appointed to perform the duties of the secretary of the charity
"the United Kingdom"	Great Britain and Northern Ireland
"York Potash Limited"	York Potash Limited, a company registered with number 7251600

- 2.2 Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 2.3 Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the charity.

- 2.4 Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

3. **LIABILITY OF MEMBERS**

The liability of the members is limited to a sum not exceeding £10, 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:

- 3.1 payment of the charity's debts and liabilities incurred before he, she or it ceases to be a member;
- 3.2 payment of the costs, charges and expenses of winding up; and
- 3.3 adjustment of the rights of the contributories among themselves.

4. **OBJECTS**

The charity's objects ("**Objects**") are for the public benefit particularly in the area of benefit to:

- 4.1 advance education including by supporting projects and training that benefit people from the area of benefit by enhancing their skills;
- 4.2 promote the general health of the community;
- 4.3 advance environmental protection and improvement including by enhancing the local landscape;
- 4.4 provide and improve facilities in the interests of social welfare and leisure time occupation with the objective of improving the conditions of life for the residents; and
- 4.5 relieve those in need because of financial hardship by virtue of being out of work, particularly the long term unemployed, by helping them to gain skills.

5. **POWERS**

The charity has power to do anything which is calculated to further its Object(s) or is conducive or incidental to doing so. In particular, the charity has power:

- 5.1 *to raise funds. In doing so, the charity must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;*
- 5.2 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

- 5.3 to sell, lease or otherwise dispose of all or any part of the property belonging to the charity. In exercising this power, the charity must comply as appropriate with sections 117 and 122 of the Charities Act 2011;
- 5.4 to borrow money and to charge the whole or any part of the property belonging to the charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The charity must comply as appropriate with sections 124 - 126 of the Charities Act 2011 if it wishes to mortgage land;
- 5.5 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 5.6 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 5.7 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;
- 5.8 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 5.9 to employ and remunerate such staff as are necessary for carrying out the work of the charity. The charity may employ or remunerate a trustee only to the extent it is permitted to do so by **Article 7** and provided it complies with the conditions in that Article;
- 5.10 to:
 - 5.10.1 deposit or invest funds;
 - 5.10.2 employ a professional fund-manager; and
 - 5.10.3 arrange for the investments or other property of the charity to be held in the name of a nominee,

In the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 5.11 to provide indemnity insurance for the trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- 5.12 to pay out of the funds of the charity the costs of forming and registering the charity both as a company and as a charity;
- 5.13 to support administer or set up other charities;
- 5.14 to borrow money;

- 5.15 to make grants;
- 5.16 to establish or acquire subsidiary companies; and
- 5.17 to do anything else within the law which promotes or helps to promote the objects.

6. **APPLICATION OF INCOME AND PROPERTY**

- 6.1 The income and property of the charity shall be applied solely towards the promotion of the Objects.

6.2

- 6.2.1 A trustee is entitled to be reimbursed from the property of the charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the charity.

- 6.2.2 A trustee may benefit from trustee indemnity insurance cover purchased at the charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

- 6.2.3 A trustee may receive an indemnity from the charity in the circumstances specified in **Article 47**.

- 6.2.4 A trustee may not receive any other benefit or payment unless it is authorised by **Article 7**.

- 6.3 Subject to **Article 7**, none of the income or property of the charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the charity. This does not prevent a member who is not also a trustee receiving:

- 6.3.1 a benefit from the charity in the capacity of a beneficiary of the charity; and

- 6.3.2 reasonable and proper remuneration for any goods or services supplied to the charity.

7. **BENEFITS AND PAYMENTS TO CHARITY TRUSTEES AND CONNECTED PERSONS**

7.1 **General provisions**

No trustee or connected person may:

- 7.1.1 buy any goods or services from the charity on terms preferential to those applicable to members of the public;

- 7.1.2 sell goods, services, or any interest in land to the charity;
- 7.1.3 be employed by, or receive any remuneration from, the charity; and
- 7.1.4 receive any other financial benefit from the charity,

unless the payment is permitted by **clause 7.2** of this Article, or authorised by the court or the Charity Commission.

In this Article a “**financial benefit**” means a benefit, direct or indirect, which is either money or has a monetary value.

7.2 Scope and powers permitting trustees’ or connected persons’ benefits

- 7.2.1 A trustee or connected person may receive a benefit from the charity in the capacity of a beneficiary of the charity provided that a majority of the trustees do not benefit in this way.
- 7.2.2 A trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- 7.2.3 Subject to **clause 7.3** of this Article a trustee or connected person may provide the charity with goods that are not supplied in connection with services provided to the charity by the trustee or connected person.
- 7.2.4 A trustee or connected person may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 7.2.5 A trustee or connected person may receive rent for premises let by the trustee or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 7.2.6 A trustee or connected person may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public.

7.3 Payment for supply of goods only – controls

The charity and its trustees may only rely upon the authority provided by **clause 7.2.3** of this Article if each of the following conditions is satisfied:

- 7.3.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the charity or its trustees (as the case may be) and the trustee or connected person supplying the goods ("**the supplier**") under which the supplier is to supply the goods in question to or on behalf of the charity.
 - 7.3.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
 - 7.3.3 The other trustees are satisfied that it is in the best interests of the charity to contract with the supplier rather than with someone who is not a trustee or connected person. In reaching that decision the trustees must balance the advantage of contracting with a trustee or connected person against the disadvantages of doing so.
 - 7.3.4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the charity.
 - 7.3.5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting.
 - 7.3.6 The reason for their decision is recorded by the trustees in the minute book.
 - 7.3.7 A majority of the trustees then in office are not in receipt of remuneration or payments authorised by **Article 7**.
- 7.4 **In clauses 7.2 and 7.3 of this Article:**
- 7.4.1 "**charity**" includes any company in which the charity:
 - 7.4.1.1 holds more than 50% of the shares; or
 - 7.4.1.2 controls more than 50% of the voting rights attached to the shares; or
 - 7.4.1.3 has the right to appoint one or more trustees to the board of the company; and
 - 7.4.2 "**connected person**" includes any person within the definition in **Article 52 "Interpretation"**.

8. DECLARATION OF TRUSTEES' INTERESTS

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. A trustee must absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the charity and any personal interest (including but not limited to any personal financial interest).

9. CONFLICTS OF INTERESTS AND CONFLICTS OF LOYALTIES

9.1 If a conflict of interests arises for a trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted trustees may authorise such a conflict of interests where the following conditions apply:

9.1.1 the conflicted trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

9.1.2 the conflicted trustee does not vote on any such matter and is not to be counted when considering whether a quorum of trustees is present at the meeting; and

9.1.3 the unconflicted trustees consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.

9.2 In this Article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a trustee or to a connected person.

10. INVESTMENT RESTRICTION

Notwithstanding anything else contained in these Articles a minimum of 5% of the funds received in any one year from York Potash Limited, other than the initial lump sum received during the construction period, must be invested in long-term low to medium risk investments on the advice of an independent financial adviser.

11. RESTRICTION ON APPLICATION OF FUNDS

11.1 The trustees shall exercise a preference for applying the charity's funds close to York Potash Limited's area of operations in the area of benefit.

11.2 The charity shall only apply funds outside the area of benefit if the trustees pass a unanimous resolution in support of such an application of funds.

- 11.3 The charity shall not apply more than 25% of its annual budget in any one year outside the area of benefit.

12. RESTRICTION ON NUMBER OF EMPLOYEES

The charity shall not employ more than ten people at any one time.

13. MEMBERS

- 13.1 There shall be three members of the charity:

13.1.1 York Potash Limited; and

13.1.2 two Independent Members.

- 13.2 On the ending of an Independent Member's membership, a further Independent Member shall be appointed by the Independent Member or Members for the time being.

- 13.3 The Trustees may nominate Independent Members for admission to membership to replace outgoing Independent Members.

- 13.4 Membership is not transferable.

- 13.5 The trustees must keep a register of names and addresses of the members.

14. TERMINATION OF MEMBERSHIP

Membership is terminated if:

- 14.1 the member dies or, if it is an organisation, ceases to exist;
- 14.2 the member resigns by written notice to the charity unless, after the resignation, there would be less than two members.

For the avoidance of doubt, membership cannot be terminated in any other way.

15. GENERAL MEETINGS

The charity may but need not hold an annual general meeting in any year.

16. NOTICE OF GENERAL MEETINGS

- 16.1 The minimum period of notice required to hold a general meeting of the charity is 14 days.

- 16.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.

16.3 The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and **Article 21**.

16.4 The notice must be given to all the members and to the trustees and auditors.

16.5 The proceedings at a 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.

17. **PROCEEDINGS AT GENERAL MEETINGS**

17.1 No business shall be transacted at any general meeting unless a quorum is present.

17.2 A quorum is three members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting.

17.3 The authorised representative of a member organisation shall be counted in the quorum.

18.

18.1 General meetings shall be chaired by the person who has been appointed to chair meetings of the trustees.

18.2 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a trustee nominated by the trustees shall chair the meeting.

18.3 If there is only one trustee present and willing to act, he or she shall chair the meeting.

18.4 If no trustee is present and willing to chair the meeting within 15 minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.

19.

19.1 The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.

19.2 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.

19.3 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

19.4 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

20.

20.1 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:

20.1.1 by the person chairing the meeting;

20.1.2 by at least two members present in person or by proxy and having the right to vote at the meeting; or

20.1.3 by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

20.2

20.2.1 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.

20.2.2 The result of the vote must be recorded in the minutes of the charity together with names of the members and how they voted.

20.3

20.3.1 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.

20.3.2 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.

20.4

20.4.1 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.

20.4.2 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

20.5

- 20.5.1 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 20.5.2 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- 20.5.3 The poll must be taken within thirty days after it has been demanded.
- 20.5.4 If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 20.5.5 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

21. CONTENT OF PROXY NOTICES

- 21.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:
 - 21.1.1 states the name and address of the member appointing the proxy;
 - 21.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 21.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the trustees may determine; and
 - 21.1.4 is delivered to the charity in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 21.2 The charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 21.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 21.4 Unless a proxy notice indicates otherwise, it must be treated as:
 - 21.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 21.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

22. DELIVERY OF PROXY NOTICES

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

23. WRITTEN RESOLUTIONS

- 23.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
- 23.1.1 a copy of the proposed resolution has been sent to every eligible member;
- 23.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
- 23.1.3 it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.
- 23.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.
- 23.3 In the case of a member that is an organisation, its authorised representative may signify its agreement.

24. VOTES OF MEMBERS

- 24.1 Every member, whether an individual or an organisation, shall have one vote.

- 24.2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- 24.3 Any organisation that is a member of the charity may nominate any person to act as its representative at any meeting of the charity.
- 24.4 The organisation must give written notice to the charity of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the charity. The representative may continue to represent the organisation until written notice to the contrary is received by the charity.
- 24.5 Any notice given to the charity will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The charity shall not be required to consider whether the representative has been properly appointed by the organisation.
25. **TRUSTEES**
- 25.1 A trustee must be a natural person aged 16 years or older.
- 25.2 No one may be appointed a trustee if he or she would be disqualified from acting under the provisions of **Article 30**.
26. There shall seven trustees, four of whom shall be appointed by the Independent Members and three of whom shall be appointed by York Potash Limited. The members and trustees may nominate further individuals for appointment to replace outgoing trustees.
27. A trustee may not appoint an alternate or anyone to act on his or her behalf at meetings of the trustees.
28. **POWERS OF TRUSTEES**
- 28.1 The trustees shall manage the business of the charity and may exercise all the powers of the charity unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution.
- 28.2 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the trustees.
- 28.3 Any meeting of trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the trustees.

29. **RETIREMENT OF TRUSTEES**

- 29.1 At the first board meeting in the fourth year after his last appointment a trustee shall retire. He shall be eligible for reappointment for one further term.
- 29.2 No trustee may serve for more than eight years without at least two years out of office.
- 29.3 For the avoidance of doubt no time served as a trustee prior to March 2013 shall count towards a trustee's term in office for the purposes of this **Article 29**.

30. **DISQUALIFICATION AND REMOVAL OF TRUSTEES**

- 30.1 A trustee shall cease to hold office if he or she:
- 30.1.1 ceases to be a trustee by virtue of any provision in the Companies Acts or is prohibited by law from being a trustee;
 - 30.1.2 is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions);
 - 30.1.3 is removed by notice in writing to the charity by the member, or members, who appointed him or her;
 - 30.1.4 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
 - 30.1.5 resigns as a trustee by notice to the charity (but only if at least two trustees will remain in office when the notice of resignation is to take effect); or
 - 30.1.6 is absent without the permission of the trustees from all their meetings held within a period of six consecutive months and the trustees resolve that his or her office be vacated.

31. **REMUNERATION OF TRUSTEES**

The trustees must not be paid any remuneration unless it is authorised by **Article 7**.

32. **PROCEEDINGS OF TRUSTEES**

- 32.1 The trustees may regulate their proceedings as they think fit, subject to the provisions of the Articles.
- 32.2 *Any trustee may call a meeting of the trustees.*

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- 32.3 The secretary (if any) must call a meeting of the trustees if requested to do so by a trustee.
- 32.4 Questions arising at a meeting shall be decided by a majority of votes.
- 32.5 In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.
- 32.6 A meeting may be held by suitable electronic means agreed by the trustees in which each participant may communicate with all the other participants.
- 33.
- 33.1 No decision may be made by a meeting of the trustees unless a quorum is present at the time the decision is purported to be made. **"Present"** includes being present by suitable electronic means agreed by the trustees in which a participant or participants may communicate with all the other participants.
- 33.2 The quorum shall be two or the number nearest to one-third of the total number of trustees, whichever is the greater, or such larger number as may be decided from time to time by the trustees.
- 33.3 A trustee shall not be counted in the quorum present when any decision is made about a matter upon which that trustee is not entitled to vote.
34. 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 calling a general meeting.
- 35.
- 35.1 The trustees shall appoint a trustee to chair their meetings and may at any time revoke such appointment.
- 35.2 If no-one has been appointed to chair meetings of the trustees or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the trustees present may appoint one of their number to chair that meeting.
- 35.3 The person appointed to chair meetings of the trustees shall have no functions or powers except those conferred by the Articles or delegated to him or her by the trustees.
- 36.
- 36.1 A resolution in writing or in electronic form agreed by all of the trustees entitled to receive notice of a meeting of the trustees and to vote upon the resolution shall be

as valid and effectual as if it had been passed at a meeting of the trustees duly convened and held.

- 36.2 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more trustees has signified their agreement.

37. **DELEGATION**

- 37.1 The trustees may delegate any of their powers or functions to a committee of two or more trustees but the terms of any delegation must be recorded in the minute book.

- 37.2 The trustees may impose conditions when delegating, including the conditions that:

37.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate; and

37.2.2 no expenditure may be incurred on behalf of the charity except in accordance with a budget previously agreed with the trustees.

- 37.3 The trustees may revoke or alter a delegation.

- 37.4 All acts and proceedings of any committees must be fully and promptly reported to the trustees.

38. **VALIDITY OF TRUSTEES' DECISIONS**

- 38.1 Subject to **Article 38.2**, all acts done by a meeting of trustees, or of a committee of trustees, shall be valid notwithstanding the participation in any vote of a trustee:

38.1.1 who was disqualified from holding office;

38.1.2 who had previously retired or who had been obliged by the constitution to vacate office; or

38.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise,

if without:

38.1.4 the vote of that trustee; and

38.1.5 that trustee being counted in the quorum,

the decision has been made by a majority of the trustees at a quorate meeting.

- 38.2 **Article 38.1** does not permit a trustee or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the trustees or of a committee of trustees if, but for **Article 38.1**, the resolution would have been void, or if the trustee has not complied with **Article 8**.

39. **MINUTES**

The trustees must keep minutes of all:

- 39.1 appointments of officers made by the trustees;
- 39.2 proceedings at meetings of the charity; and
- 39.3 meetings of the trustees and committees of trustees including:
- 39.3.1 the names of the trustees present at the meeting;
 - 39.3.2 the decisions made at the meetings including the votes cast and the names of the trustees and how they voted; and
 - 39.3.3 where appropriate the reasons for the decisions.

40. **ACCOUNTS**

- 40.1 The trustees must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- 40.2 The trustees must keep accounting records as required by the Companies Act.

41. **ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES**

- 41.1 The trustees must comply with the requirements of the Charities Act 2011 with regard to the:
- 41.1.1 transmission of a copy of the statements of account to the Commission;
 - 41.1.2 preparation of an Annual Report and the transmission of a copy of it to the Commission; and
 - 41.1.3 preparation of an Annual Return and its transmission to the Commission.
- 41.2 The trustees must notify the Commission promptly of any changes to the charity's entry on the Central Register of Charities.

42. **MEANS OF COMMUNICATION TO BE USED**

42.1 Subject to the Articles, anything sent or supplied by or to the charity under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the charity.

42.2 Subject to the Articles, any notice or document to be sent or supplied to a trustee in connection with the taking of decisions by trustees may also be sent or supplied by the means by which that trustee has asked to be sent or supplied with such notices or documents for the time being.

43.

43.1 Any notice to be given to or by any person pursuant to the Articles:

43.1.1 must be in writing; or

43.1.2 must be given in electronic form.

44.

44.1 The charity may give any notice to a member either:

44.1.1 personally;

44.1.2 by sending it by post in a prepaid envelope addressed to the member at his or her address;

44.1.3 by leaving it at the address of the member;

44.1.4 by giving it in electronic form to the member's address; or

44.1.5 by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.

44.2 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.

45. A member present in person at any meeting of the charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.

46.

46.1 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

46.2 Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.

46.3 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:

46.3.1 48 hours after the envelope containing it was posted; or

46.3.2 in the case of an electronic form of communication, 48 hours after it was sent.

47. **INDEMNITY**

47.1 The charity may indemnify a relevant trustee against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.

47.2 In this Article a "**relevant trustee**" means any trustee or former trustee of the charity.

48. **RULES**

48.1 The trustees may from time to time 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.

48.2 The bye laws may regulate the following matters but are not restricted to them:

48.2.1 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;

48.2.2 the procedure at general meetings and meetings of the trustees in so far as such procedure is not regulated by the Companies Acts or by the Articles; and

48.2.3 generally, all such matters as are commonly the subject matter of company rules.

48.3 The members have the power to alter, add to or repeal the rules or bye laws.

48.4 The trustees must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the charity.

48.5 The rules or bye laws shall be binding on all members of the charity. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

49. **DISPUTES**

If a dispute arises between members of the charity about the validity or propriety of anything done by the members of the charity under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

50. **DISSOLUTION**

50.1 The members of the charity may by special resolution at any time before, and in expectation of, its dissolution resolve that any net assets of the charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the charity be applied or transferred in any of the following ways:

50.1.1 directly for the Objects;

50.1.2 by transfer to any charity or charities for purposes similar to the Objects; or

50.1.3 to any charity or charities for use for particular purposes that fall within the Objects.

50.2 Subject to any such resolution of the members of the charity, the trustees of the charity may at any time before and in expectation of its dissolution resolve by a majority of not less than 75% that any net assets of the charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the charity be applied or transferred:

50.2.1 directly for the Objects;

50.2.2 by transfer to any charity or charities for purposes similar to the Objects; or

50.2.3 to any charity or charities for use for particular purposes that fall within the Objects.

50.3 In no circumstances shall the net assets of the charity be paid to or distributed among the members of the charity (except to a member that is itself a charity) and if no resolution in accordance with **Article 50.1** is passed by the members or the

trustees the net assets of the charity shall be applied for charitable purposes as directed by the Court or the Commission.

51. ALTERATIONS TO THE ARTICLES

51.1 No alterations may be made to these Articles without the agreement of all of the members of the charity.

51.2 No alterations may be made to these Articles which would cause the charity to cease to be a charity in law.

52. INTERPRETATION

In **Article 7**, **Article 9.2** and **Article 38.2** "connected person" means:

52.1 a child, parent, grandchild, grandparent, brother or sister of the trustee;

52.2 the spouse or civil partner of the trustee or of any person falling within **clause 52.1** above;

52.3 a person carrying on business in partnership with the trustee or with any person falling within **clause 52.1** or **clause 52.2** above;

52.4 an institution which is controlled:

52.4.1 by the trustee or any connected person falling within **clause 52.1**, **clause 52.2**, or **clause 52.3** above; or

52.4.2 by two or more persons falling within **clause 52.4.1**, when taken together;

52.5 a body corporate in which:

52.5.1 the trustee or any connected person falling within **clause 52.1** to **clause 52.3** has a substantial interest; or

52.5.2 two or more persons falling within **clause 52.5.1** who, when taken together, have a substantial interest.

Sections 350 - 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article.