

**THE COMPANIES ACT 2006**

**FULHAM REACH BOAT CLUB LTD**  
**Company Number: 8900584**

**SPECIAL RESOLUTION**

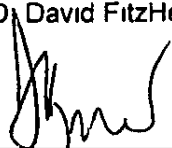
This written special resolution is proposed and made in accordance with the procedure set out in the Companies Act 2006. Upon acceptance of this resolution by 75% of directors it shall be as valid and effective as if it had been passed at a properly called and constituted meeting. This special resolution may comprise more than one document in this form, each signed by one or more directors.

Resolved, that the existing Articles of Association be removed and substituted for the new Articles of Association, attached to this resolution, and Lucy Morris as Company Secretary is hereby instructed and authorised to submit the new Articles of Association to Companies House.

By signing this document I acknowledge that I have accepted and agreed this special resolution.

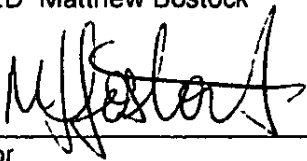
DATED March 5<sup>th</sup> 2015

SIGNED David FitzHerbert



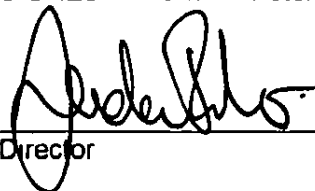
Director

SIGNED Matthew Bostock



Director

SIGNED Amanda Foister



Director

FRIDAY



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A27

08/05/2015

#209

COMPANIES HOUSE

SIGNED Mark Elgar

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Director

SIGNED Paul Lorenzato

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Director

**The Companies Act 2006**  
**Company Limited by Guarantee and not having a Share Capital**  
**Articles of Association**  
**of**  
**Fulham Reach Boat Club Ltd.**

**1. NAME**

The name of the company is Fulham Reach Boat Club Ltd. (the "Charity").

**2. REGISTERED OFFICE**

The registered office of the Charity is in England and Wales

**3. OBJECTS**

The objects of the Charity (the "Objects") are

- 3.1 the promotion of community participation in healthy recreation in particular by the provision of facilities for rowing; and
- 3.2 to provide or assist in the provision of facilities in the interests of social welfare for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age infirmity or disability, financial hardship or social circumstances with the object of improving their conditions of life.

**4. POWERS**

The Charity has the power to do anything, within the law, which may promote or further the Object(s) or is conducive or incidental in doing so, including, without limitation, the Charity has the power:

- 4.1 to acquire, rent or hire property of any kind for the promotion of the Objects as the Trustees may think fit,
- 4.2 to provide, operate and develop such venues and facilities for the promotion of the Objects as the Trustees may think fit,
- 4.3 to raise funds for the Charity by providing services, entering into contracts and licences and carrying out such other non-taxable trading or other activities as the Trustees may think fit,
- 4.4 to establish, support and acquire Subsidiary Companies to carry out Taxable Trading or such other activities as the Trustees may think fit,
- 4.5 to co-operate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies;
- 4.6 to support, administer or set up charities and to act as a trustee of any charitable funds, endowments or trusts;
- 4.7 to affiliate with, and where appropriate merge with, any charity having similar objects to the Objects,
- 4.8 to acquire or take on assets (and liabilities) in the name of the Charity from other organisations in furtherance of the Objects;

- 4.9 to give security for loans, grants and other obligations over the assets of the Charity (but only in accordance with the restrictions imposed by the Charities Act 2011),
- 4 10 to sell, let, licence, mortgage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011),
- 4 11 to make grants, awards, prizes or donations;
- 4 12 to make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company;
- 4 13 to set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a written policy on reserves,
- 4 14 to deposit or invest funds in any manner (but to invest only after taking such advice as the Trustees consider is reasonably necessary from such person as is reasonably believed by the Trustees to be qualified to give it by his or her ability in and practical experience of financial and other relevant matters),
- 4 15 to enter into any derivative arrangement in connection with any investment provided that the derivative arrangement is ancillary to the investment (being entered into in order to manage the risk and/or transaction costs associated with the investment) and is not a speculative venture,
- 4 16 to delegate the management of investments to any person provided that
  - 4.16.1 the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
  - 4 16 2 the investment policy is set out in writing by the Trustees,
  - 4 16 3 the performance of the investments is reviewed regularly with the Trustees,
  - 4 16.4 the investment policy and the delegation arrangements are reviewed at least once a year,
  - 4.16 5 all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate, and
  - 4 16 6 the delegate must not do anything outside the powers of the Trustees.
- 4 17 to arrange for the investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required,
- 4 18 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 4 19 to take out indemnity insurance to insure the Trustees against the costs of a successful defence to criminal proceedings brought against them as Charity Trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be in breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4 20 subject to Articles 5 and 6 to employ paid or unpaid agents, staff or advisers,

- 4.21 to enter into contracts to provide services to or on behalf of other bodies,
- 4.22 to pay the costs of forming the Charity,
- 4.23 to open and operate bank accounts and banking facilities in the name of the Charity,
- 4 24 to solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms,
- 4.25 to enter into any contract, agreement (including any finance lease or sponsorship agreement) or licence;
- 4.26 to promote or carry out research and to disseminate such research;
- 4.27 to provide advice,
- 4.28 to publish or distribute information in any form, and
- 4 29 to do all such other things as are incidental or conducive to the attainment of the Objects or any of them

## **5. BENEFITS TO MEMBERS**

The income and property of the Charity must only be applied to promote the Objects, and no part of the income or property may be paid or Transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, or applied by way of Benefit to any Member but.

- 5.1 a Member may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied, provided that if such Member is also a Trustee Article 6 shall apply,
- 5.2 a Member may be paid interest at a reasonable rate on money lent to the Charity,
- 5.3 a Member may be paid a reasonable rent or hiring fee for property let or hired to the Charity,
- 5 4 a Member may receive any Benefit in their capacity as a beneficiary of the Charity; and
- 5.5 another charity of which a Member is a charity trustee or member may receive any Benefit which is in furtherance of the Objects and does not confer any Benefit on the Member.

## **6. BENEFITS TO TRUSTEES**

- 6.1 The income and property of the Charity must only be applied to promote the Objects, and no part of the income or property may be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, or applied by way of Benefit to any Trustee except:
  - 6.1.1 reasonable and proper premiums in respect of indemnity insurance provided in accordance with these Articles,
  - 6.1.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Charity;
  - 6.1.3 an indemnity in accordance with Article 22;
  - 6 1 4 interest at a reasonable rate on money lent to the Charity;

- 6.1.5 a reasonable rent or hiring fee for property let or hired to the Charity;
- 6.1.6 any Benefit provided to a Trustee in his or her capacity as a beneficiary of the Charity;
- 6.1.7 any Benefit which is in furtherance of the objects to another charity of which a Trustee is a charity trustee or member and which does not confer any Benefit on that Trustee,
- 6.1.8 in respect of the provision of goods or services in accordance with Articles 6.2;
- 6.1.9 payment to any company in which a Trustee has no more than a 1% shareholding, and
- 6.1.10 other payments or benefits permitted by law or with the prior consent of the Commission;

provided that the Trustees must comply with the provisions of Articles 16, 17 and 18 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article

- 6.2 Any Trustee may enter into a written contract with the Charity to supply goods or services to the Charity in return for a Benefit, subject to sections 185 and 186 of the Charities Act 2011, but only if.

- 6.2.1 the services supplied are not services supplied by the Trustee in his or her capacity as a Trustee;
- 6.2.2 the goods or services are actually required by the Charity;
- 6.2.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied,
- 6.2.4 the Trustee has declared his or her Interest in accordance with Article 16 and the Trustees have complied with the procedure in Article 18, and
- 6.2.5 no more than half of the Trustees are subject to or affected by such a contract in any Financial Year (and this provision will apply to a Trustee if this Article 6.2 applies to a person who is Connected to that Trustee);

provided that the Trustees must comply with the provisions of Articles 16, 17 and 18 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article

- 6.3 A Trustee or Member shall not receive a Benefit from any Subsidiary Company (whether as a Trustee, officer or employee of the Subsidiary Company or under any contract for goods or services with the Subsidiary Company) except in accordance with Article 5 for a Member or Articles 6.1 and 6.2 for a Trustee (all of which apply as if references to the Charity were references to the Subsidiary Company and references to the Articles were to the articles of association of the Subsidiary Company).
- 6.4 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee.
- 6.5 This Article may not be amended without prior written consent of the Commission

## **7. LIABILITY OF MEMBERS**

The liability of the Members is limited to a sum of £1, being the amount that each Member undertakes to contribute to the Charity's assets if the Charity shall be 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 payment of the Charity's debts and liabilities contracted before he, she or it ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

## **8. MEMBERS**

8.1 The Members of the Charity are the subscribers to the Memorandum and such other persons or organizations as are admitted to membership by the Trustees in accordance with the Articles

8.2 Membership of the Charity is open to any person or organisation interested in promoting the Objects who

8.2.1 delivers to the Charity an application for membership in such form (and containing such information) as the Trustees require and executed by them,

8.2.2 is approved by the Trustees. The Trustees may 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, and

8.2.3 signs the register of members or consents in writing to become a Member either personally or (in the case of an organisation) through an Authorised Representative

8.3 Membership is not transferable.

8.4 The Trustees must keep a register of the names and addresses of the Members

8.5 The Trustees may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of Members. The Trustees may not directly or indirectly alter the rights or obligations attached to a class of membership. The rights attached to a class of membership may only be varied if

(a) three-quarters of the Members of that class consent in writing to the variation, or

(b) a special resolution is passed at a separate general meeting of the Members of that class agreeing to the variation.

The provisions in the Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of Members

## **9. TERMINATION OF MEMBERSHIP**

Membership is terminated if.

9.1 the Member dies or ceases to exist;

9.2 otherwise in accordance with the Articles,

9.3 the Member gives written notice of their resignation to the Charity, or

9.4 the Member is removed from the Membership by a resolution of the Members that it is in the best interests of the Charity that the Membership is terminated. Such a resolution may not be passed unless.

(a) the Member has been given at least fourteen (14) Clear Days' notice in writing of the meeting of the Members at which the resolution will be proposed; and

(b) the Members have considered any written representations put forward by the Member.

## **10. GENERAL MEETINGS**

10.1 Members are entitled to attend general meetings either personally or by proxy. General meetings are called on at least fourteen (14) Clear Days' written notice specifying the business to be discussed or shorter notice if it is so agreed by a majority of the Members having a right to attend and vote at that meeting. Any such majority must together represent at least ninety percent (90%) of the total voting rights at that meeting of all the Members. Subject to Articles 10.3 and 10.4 below, the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

10.2 A general meeting may be called at any time by the Trustees and must be called in accordance with the terms of the Act within twenty-one (21) days of a written request from the Members made in accordance with the provisions of the Act.

### **Quorum**

10.3 There is a quorum at a general meeting if two (2) of the Members entitled to attend and vote at that meeting are present in person or through their Authorised Representatives or by proxy.

10.4 If within fifteen (15) minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine.

### **Chair**

10.5 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee elected by those present (who must be an independent Trustee in that they may not be currently serving in any capacity at a Member organisation) shall preside as chair at a general meeting. The Chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the Chair shall determine.

### **Voting**

10.6 A resolution put to the vote of a meeting will be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by the Chair, by at least two (2) Members present in person or through their Authorised Representatives or by proxy, or by the Trustees.

10.7 Unless a poll is duly demanded a declaration by the Chair that a resolution has been 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.



- 10 8 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made
- 10 9 A poll shall be taken as the Chair directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 10.10 A poll demanded on the election of a Chair or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either forthwith or at such time and place as the Chair directs not being more than thirty (30) days after the poll is demanded. The demand for a poll will 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 will continue as if the demand had never been made
- 10 11 No notice need be given of a poll not taken forthwith 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 (7) Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
- 10 12 On a show of hands or a poll every Member present in person or through its Authorised Representative or by proxy shall have one (1) vote.
- 10.13 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chair of the meeting whose decision is final.
- 10 14 The rights in relation to the appointment and removal of Trustees exercisable by Members may only be varied or abrogated, either whilst the Charity is a going concern or during or in contemplation of a winding up, with the written consent of the relevant Member(s).

### **Proxy notices**

- 10.15 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
- 10 15 1 states the name and address of the Member appointing the proxy,
  - 10 15 2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - 10.15 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
  - 10 15 4 is delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate
- 10.16 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes
- 10.17 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.
- 10 18 Unless a proxy notice indicates otherwise, it must be treated as

- 10.18.1 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
- 10.18.2 by appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as to the meeting itself.
- 10.19 A person who is entitled to speak, attend 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
- 10.20 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
- 10.21 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.
- 10.22 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.

#### **Written resolutions**

- 10.23 A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one (1) Document). A written resolution passed under this Article will lapse if not passed before the end of six (6) calendar months beginning with the Circulation Date (as defined in section 290 of the Act)
- 10.24 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 as a written resolution

### **11. TRUSTEES**

- 11.1 The board of directors of the Company ("Board") are the Charity Trustees of the Charity and have control of the Charity and its property and funds.
- 11.2 The first Trustees shall be the persons whose names are notified to Companies House on incorporation. Additional Trustees shall be appointed in accordance with Article 11.3.
- 11.3 The Board shall be composed of at least three (3) and not more than eight (8) Trustees, who shall be appointed by the Board as follows
  - 11.3.1 subject to article 11.4, St George shall be entitled to nominate three (3) individuals to be put forward for approval and appointment as a Trustee by the Board. Notwithstanding the foregoing the number of Trustees nominated in accordance with this section must always be in the minority on the Board and the Chair must not be an individual nominated by St George,
  - 11.3.2 subject to article 11.4, additional Trustees may be appointed by the Board by special resolution or by a decision of a minimum of 75% of the Trustees

- 11.4 All Trustees shall have skill sets which support the charitable objectives of the Charity (including but not limited to finance, fundraising, community relations, catering and hospitality, sport and recreation, education and charity governance) and which are in accordance with the recruitment criteria agreed by the Trustees
- 11.5 Every new Trustee shall sign a written consent to become a Trustee.
- 11.6 The term of office for all Trustees shall be twenty-four (24) months. However, a retiring Trustee who remains qualified may be reappointed to the Board by a simple majority of the other Trustees in office at that time.
- 11.7 Every Trustee will hold office until he or she vacates office in accordance with Article 11.8
- 11.8 A Trustee's term of office automatically terminates if he or she:
- 11.8.1 is disqualified under the Charities Act 2011 from acting as a charity trustee; or
  - 11.8.2 is incapable, whether mentally or physically, of managing his or her own affairs; or
  - 11.8.3 is absent from three (3) consecutive meetings of the Trustees without the consent of the Trustees and the Trustees resolve that his or her appointment shall be terminated, or
  - 11.8.4 is removed as a Trustee by the Members pursuant to the Act (by ordinary resolution passed at a general meeting), or
  - 11.8.5 is removed as a Trustee by unanimous resolution of the other Trustees when in the Board's opinion such Trustee is guilty of conduct prejudicial to the aims of the Charity and the Trustee shall have a right of appeal to an independently constituted appeal committee made up of members nominated by the Chair of the Board, or
  - 11.8.6 resigns by written notice to the Board, or
  - 11.8.7 becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the Court for an interim order in respect of a voluntary arrangement; or
  - 11.8.8 is convicted of an offence and the Trustees shall resolve that it is undesirable in the interests of the Charity that he or she remains a Trustee of the Charity.
- 11.9 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 of the Board.

## **12. PROCEEDINGS OF THE BOARD**

- 12.1 The Trustees must hold at least four (4) meetings of the Board each year. Any Trustee may call a meeting of the Board by giving notice of the meeting to the Trustees or by authorising the Secretary (if any) to give such notice provided that:
- 12.1.1 such notice must indicate the proposed date, time and location of the meeting and, if it is anticipated that Trustees Participating in the meeting

will not be in the same place, how it is proposed that they should communicate with each other during the meeting;

12.1.2 such notice must be given to each Trustee, but need not be in writing, and

12.1.3 such notice need not be given to Trustees who waive their entitlement to notice of that meeting by giving notice to that effect to the Charity not more than seven (7) days after the date on which the meeting is held (and where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it).

12.2 The quorum necessary at a meeting of the Board shall be at least three (3) Trustees. If there are fewer Trustees in office, the remaining Trustees may only act for the purpose of appointing additional Trustees or calling a general meeting to enable the Members to appoint additional Trustees.

12.3 If a quorum is not present within thirty (30) minutes of the time appointed for the meeting or during a meeting a quorum ceases to be present the meeting shall be adjourned to such time and place as the Trustees may determine.

12.4 The Trustees must reconvene a meeting adjourned under Article 12.3 and must give at least seven (7) days' notice of the reconvened meeting stating the date, time and place of the meeting. If no quorum is present at the reconvened meeting within fifteen (15) minutes of the time specified for the start of the meeting the Trustees present in person or proxy at that time shall constitute the quorum for that meeting.

12.5 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees (who must be an independent Trustee in that they may not be currently serving in any capacity at a Member organisation) present shall preside as chair at each meeting.

12.6 Every decision of the Trustees shall be by a simple majority of the votes cast at a meeting but a written resolution signed (or agreed to in writing) by all of the Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting and would have formed a quorum at such a meeting is as valid as a resolution passed at a meeting (and for this purpose the resolution or agreement in writing may be contained in more than one (1) Document). Notwithstanding the foregoing any decision related to the funding agreement or lease between St George and the Charity shall be subject to a special resolution of the Trustees.

12.7 Every Trustee has one (1) vote on each issue except for the Chair of the meeting, who in the event of an equality of votes has a casting vote (unless the Chair of the meeting is in accordance with these Articles not to be counted as Participating in the decision-making process for quorum or voting purposes).

12.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

### **13. PARTICIPATION IN TRUSTEES' MEETINGS**

13.1 Subject to the Articles, Trustees "Participate" in a Trustees' meeting, or part of a Trustees' meeting, when:

- 13.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 13.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 13.2 In determining whether Trustees are Participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 13 3 If all the Trustees Participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

#### **14. POWERS OF TRUSTEES**

The Trustees have the following powers in the administration of the Charity.

- 14.1 at their absolute discretion, to appoint (and remove) any person or corporate entity (who may also be a Trustee) to act as Secretary to the Charity in accordance with the Act;
- 14.2 to appoint a Chair from among their number in accordance with articles 10 5 and 12.5 for a maximum term of twelve (12) months. A retiring Chair may be re-appointed;
- 14.3 to appoint a treasurer and other honorary officers from among their number,
- 14.4 to call a general meeting of the Charity,
- 14.5 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 14.6 to allow one or more individuals selected by the Trustees to attend Board meetings as observers provided that such observers may only attend meetings at the discretion of the Board. Observers shall have the right to speak, however, they shall not count in the quorum or vote at any such meeting;
- 14.7 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 14 8 to make regulations consistent with these Articles and the Act to govern the administration of the Charity,
- 14.9 to establish procedures to assist the resolution of disputes or differences within the Charity; and
- 14 10 to exercise any powers of the Charity, which are not reserved to a general meeting

#### **15. DELEGATION**

- 15.1 Subject to these Articles, the Board may delegate any of the powers conferred on it by these Articles to such person, by such means, to such an extent, in relation to such matters, and on such terms of reference, as the Trustees think fit and, if the Board so specifies, any such delegation may authorise future delegation of the Trustees' powers by any person to whom they are delegated
- 15 2 The Board may also delegate to any committee consisting of two (2) or more individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a resolution of the committee shall not be

effective unless a majority of those present when it is passed are Trustees or it is ratified by the Board) provided that

15.2.1 all proceedings of every committee must be reported promptly to the Trustees, and

15.2.2 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying)

15.3 The Board may at any time revoke any delegation in whole or part or alter its terms.

## **16. DECLARATION OF INTERESTS**

16.1 Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest.

16.2 In the case of any proposed transaction or arrangement with the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees before the Charity enters into the transaction or arrangement.

16.3 In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable

16.4 Any declaration must be made in accordance with the provisions of the Act

16.4.1 at a meeting of the Trustees, or

16.4.2 by notice in writing to the Trustees, or

16.4.3 by general notice to the Trustees.

16.5 For the purposes of Articles 16 and 18

16.5.1 a general notice given to the Trustees that a Trustee is to be regarded as having an Interest of the nature and extent specified in the notice in any contract in which a specified person or class of persons is Interested shall be deemed to be a disclosure that the Trustee has an Interest in any such contract of the nature and extent so specified.

16.5.2 a Trustee is not required to declare an Interest.

(a) where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware), or

(b) where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or

(c) if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the Interest).

- 16.6 The Charity shall maintain a register of all of the Interests declared by the Trustees in accordance with this Article. The Trustees may prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.

## **17. CONFLICTS OF INTEREST**

- 17.1 Subject to Articles 17.2 and 18, a Trustee has a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which he or she has, or can have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity).
- 17.2 Pursuant to section 181(3) of the Act, the duty referred to in Article 17.1 does not apply to a Conflict of Interest arising in relation to any situation or matter or any transaction or arrangement between the Charity and any Trustee that is mentioned in Article 6 of these Articles

## **18. AUTHORISATION OF CONFLICTS OF INTEREST**

- 18.1 The Trustees may authorise a Conflict of Interest in relation to a transaction or arrangement or situation or matter provided that:
- 18.1.1 the Conflict of Interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by Article 6 of these Articles;
  - 18.1.2 the Trustees act in what they consider to be the best interests of the Charity; and
  - 18.1.3 the Trustees comply with the procedures set out in this Article 18.
- 18.2 Whenever the Trustees must decide whether to give the authorisation in accordance with Article 18.1 the Trustee concerned must
- 18.2.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins),
  - 18.2.2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;
  - 18.2.3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed,
  - 18.2.4 withdraw during the vote and have no vote on the authorisation for that part of the meeting; and
  - 18.2.5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustees)
- 18.3 In giving the authorisation under this Article 18 in relation to a transaction or arrangement or situation or matter in which a Trustee (or any Connected Person) has, or may have, a Conflict of Interest which will not confer a Benefit on that Trustee (or Connected Person), the Trustees may (subject to such terms as they may impose from time to time and to their right to vary or terminate such

authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustees must consider.

18.3.1 whether the nature and extent of the Interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest,

18.3.2 whether or not the Trustee should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information,

18.3.3 whether or not the Trustee should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and

18.3.4 whether or not the Trustee should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting.

## **19. REGISTER OF TRUSTEES' INTERESTS**

The Trustees shall cause a register of Trustees' Interests to be kept. 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 that has not previously been declared.

## **20. RECORDS & ACCOUNTS**

20.1 The Trustees must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts, and the preparation and transmission to the Registrar of Companies and the commission of:

- (a) annual reports,
- (b) annual returns; and
- (c) annual statements of account.

20.2 The Trustees must keep proper records of.

- (a) all proceedings at general meetings,
- (b) all proceedings at meetings of the Trustees;
- (c) all reports of committees; and
- (d) all professional advice obtained

20.3 Accounting records relating to the Charity shall be prepared in accordance with the provisions of Part 15 of the Act

20.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours

20.5 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 (2) calendar months of such request.



## **21. NOTICES**

21.1 Notices, Documents, resolutions or information under these Articles may be sent or supplied to Trustees by hand, or by post or by suitable Electronic Means.

21.2 The Charity may deliver a notice or other Document to a Member by.

(a) delivering it personally to the Member;

(b) post or hand delivery to the Member's address shown in the register of Members; or

(c) electronic mail to an address notified by the Member in writing.

21.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

21.3.1 twenty-four (24) hours after being sent by Electronic Means or delivered by hand to the relevant address,

21.3.2 two (2) Clear Days after being sent by first class post to that address;

21.3.3 three (3) Clear Days after being sent by second class or overseas post to that address;

21.3.4 on being handed to the Member (or, in the case of a Member organisation, its Authorised Representative) personally; or, if earlier

21.3.5 as soon as the Member acknowledges actual receipt.

21.4 A technical defect in the giving of notice of a meeting of which the Trustees are unaware at the time does not invalidate decisions taken at that meeting

## **22. INDEMNITY**

The Charity shall indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

## **23. DISSOLUTION**

23.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Trustees in the following ways

(a) by transfer to one or more other bodies established for exclusively charitable purposes which are within, the same as or similar to the Objects (and subject thereto),

(b) directly for the Objects or charitable purposes within or similar to the Objects (and subject thereto),

(c) in such other manner consistent with charitable status as the Commission may approve in writing in advance

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

## **24. MODEL ARTICLES**

The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity

## 25. INTERPRETATION

In the Articles, unless the context requires otherwise, the following terms shall have the following meanings

<b>Term</b>	<b>Meaning</b>
<b>"Act"</b>	means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force
<b>"Articles"</b>	the Charity's articles of association
<b>"Authorised Representative"</b>	means an individual who is authorised in writing by an organisation or individual to act on its behalf at meetings of the Charity and whose name is given to the Secretary (or Board if there is no Secretary)
<b>"Benefit"</b>	means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth
<b>"Board"</b>	means the board of directors/trustees of the Charity
<b>"Chair"</b>	means a chairman of a Board meeting or general meeting appointed in accordance with these Articles
<b>"Charities Act 2011"</b>	Means the Charities Act 2011 and any provision of the Charities Act 2006 or earlier legislation for the time being in force
<b>"Charity"</b>	means the company governed by these Articles
<b>"Charity Trustee"</b>	has the meaning prescribed by section 177 of the Charities Act 2011
<b>"Circulation Date"</b>	in relation to a written resolution, has the meaning given to it in the Act
<b>"Clear Days"</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
<b>"Commission"</b>	means the Charity Commission for England and Wales
<b>"Conflict of Interest"</b>	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Charity
<b>"Connected Person"</b>	means any person falling within one of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee or Member, (b) the spouse or civil partner of any person in (a); (c) any other person in a relationship with a Trustee or Member which may reasonably be regarded as equivalent to that of a spouse or civil partner, or (d) any company, LLP or partnership of which a Trustee or Member is a paid Trustee, member, partner or employee or a holder of more than 2% of the share capital or capital, and any person who is a Connected Person in relation to any Trustee or Member is referred to in these Articles as "Connected" to that Trustee or Member

<b>"Trustee"</b>	a Trustee of the Charity, and includes any person occupying the position of Trustee, by whatever name called
<b>"Document"</b>	includes, unless otherwise indicated, any document sent or supplied in Electronic Form
<b>"Electronic Form" and "Electronic Means"</b>	have the meanings respectively given to them in Section 1168 of the Act
<b>"Financial Year"</b>	means the period from 1 April in one year to 31 March in the subsequent year
<b>"Interest"</b>	means any direct or indirect interest (and includes any interest a Trustee or any person Connected to a Trustee may have as a consequence of any duty he or she may owe to any other person) and where a Trustee (or any person Connected to a Trustee) has any such interest in any matter or situation or transaction or arrangement the Trustee is "Interested" in it
<b>"Member" and "Membership"</b>	refer to the members of the Charity for the purposes of (and as defined by) the Act and these Articles and their membership of the Charity
<b>"Memorandum"</b>	the Charity's memorandum of association
<b>"Participate" or "Participating"</b>	in relation to a Trustees' meeting, has the meaning given in Article 13
<b>"Secretary"</b>	the secretary of the Charity (if any)
<b>"Subsidiary Company"</b>	means any company in which the Charity holds: (a) more than 50% of the shares; or (b) more than 50% of the voting rights attached to the shares, or (c) the right to appoint one or more of the Trustees
<b>"Taxable Trading"</b>	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax
<b>"Transfer" or "Transferred"</b>	includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property