
Articles of Association of
Canolfan Uwchefrydiau Cymreig a Cheltaidd
(Centre for Advanced Welsh and Celtic Studies) Cyfyngedig
(company number 09299718)

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COMPANIES HOUSE

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

Canolfan Uwchefrydiau Cymreig a Cheltaidd (Centre for Advanced Welsh and Celtic Studies)
Cyfyngedig

1 **PRELIMINARY**

The regulations contained in Table A and Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and The Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826) and the model articles of association for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008) in force at the time of adoption of these Articles shall not apply to the Company and these Articles shall be the regulations of the Company

2 **DEFINITIONS AND INTERPRETATION**

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

"these Articles"	these Articles of Association, whether as originally adopted or as from time to time altered by special resolution
"clear days"	in relation to the period of a notice means 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
"Company"	the company intended to be regulated by these Articles
"Commission"	the Charity Commission for England and Wales
"Companies Act 2006"	the Companies Act 2006 (as amended from time to time)
"Connected Person"	<p>2.1.1 a child, parent, grandchild, grandparent, brother or sister of the director;</p> <p>2.1.2 the spouse or civil partner of the director or of any person falling within sub-clause 2.1.1 above,</p> <p>2.1.3 a person carrying on business in partnership with the director or with any person falling within sub-clause 2.1.1 or 2.1.2 above,</p>

2 1 4 an institution which is controlled

2 1.4.1 by the director or any connected person falling within **sub-clause 2.1.1, 2.1.2, or 2.1.3** above, or

2 1 4 2 by two or more persons falling within **sub-clause 2.1.4.1**, when taken together,

2.1.5 a body corporate in which -

2 1.5 1 the director or any connected person falling within **sub-clauses 2.1.1 to 2.1.3** has a substantial interest, or

2 1.5 2 two or more persons falling within **sub-clause 2.1.5.1** who, when taken together, have a substantial interest,

2 1 5 3 Sections 350 - 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article

"Director"

is defined in these Articles

"electronic address"

any address or number used for the purposes of sending or receiving documents or information by electronic means

"electronic form" and "electronic means"

have the meaning given in section 1168 of the Companies Act 2006

"executed"

includes any mode of execution

"hard copy form"

has the meaning given in section 1168 of the Companies Act 2006

"ordinary resolution"

has the meaning given in section 282 of the Companies Act 2006

"office"

the registered office of the Company

"member"	a member of the Company for the purposes of the Statutes
"seal"	the common seal of the Company (if any)
"secretary"	the secretary of the Company (if any) or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary
"special resolution"	has the meaning given in section 283 of the Companies Act 2006
"the Statutes"	the Companies Acts as defined in section 2 of the Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Company
"Subsidiary"	any other company controlled by the Company
"United Kingdom"	Great Britain and Northern Ireland.
"in writing"	hard copy form or to the extent agreed by the recipient (or deemed to be agreed by virtue of a provision of the Statutes) in electronic form or via website communication

2 2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Statutes but excluding any statutory modification thereof not in force when these Articles become binding on the Company

2 3 References to any Statute or statutory provision in these Articles include, unless the context otherwise requires, a reference to that Statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant Statute or statutory provision

2 4 Where the word **"address"** appears in these Articles it is deemed to include postal address and electronic address and **"registered address"** shall be construed accordingly

3 **Objects**

The Company's objects (**"the Objects"**) are to promote the arts, culture, history and heritage of Wales and other Celtic countries for the public benefit through the operation of a research centre running long term collaborative projects in the field of Welsh and Celtic studies (including Geiriadur Prifysgol Cymru – a Dictionary of the Welsh Language), and such associated activities as contribute to the cultural life of Wales

4 **Powers**

4 1 The Company has power to do anything which is calculated to further its Object(s) or is conducive or incidental to doing so In particular, the Company has power

4 1 1 to raise funds In doing so, the Company must not (if it is a charity) undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;

4 1 2 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use,

- 4 1 3 to sell, lease or otherwise dispose of all or any part of the property belonging to the Company. In exercising this power, the Company must, if it is a charity, comply as appropriate with sections 117 and 122 of the Charities Act 2011;
- 4 1 4 to borrow money and to charge the whole or any part of the property belonging to the Company as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Company must, if it is a charity, comply as appropriate with sections 124 - 126 of the Charities Act 2011 if it wishes to mortgage land,
- 4 1 5 to co-operate with charities, voluntary bodies and statutory authorities and to exchange information and advice with them,
- 4.1.6 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects,
- 4 1 7 to acquire, merge with or to enter into any partnership or joint venture arrangement with any charity,
- 4 1 8 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves,
- 4 1 9 to employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may employ or remunerate a director only to the extent it is permitted to do so by **Article 6** and provided it complies with the conditions in that Article,
- 4 1 10 to
 - 4 1 10 1 deposit or invest funds,
 - 4 1 10.2 employ a professional fund-manager, and
 - 4 1 10 3 arrange for the investments or other property of the charity to be held in the name of a nominee,

but if the Company is a charity, only 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,
- 4 1 11 to provide indemnity insurance for the directors, but if the Company is a charity then only in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011,
- 4 1 12 to pay out of the funds of the Company the costs of forming and registering the Company both as a company and as a charity

5 **Application of income and property**

- 5 1 The income and property of the charity shall be applied solely towards the promotion of the Objects
- 5 2 A director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company.
- 5 3 A director may benefit from indemnity insurance cover purchased at the Company's expense, but if the Company is a charity then only in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011

5.4 The Company may indemnify a director or former director against any liability incurred in that capacity, but if the Company is a charity, then only to the extent permitted by sections 232 to 234 of the Companies Act 2006

5.5 A director may not receive any other benefit or payment unless it is authorised by **Article 6**

Subject to **Article 6**, none of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Company, save to a member which is a charity. This does not prevent a member who is not also a director receiving

5.5.1 1 a benefit from the charity in the capacity of a beneficiary of the charity;

5.5.1 2 reasonable and proper remuneration for any goods or services supplied to the charity

6 Benefits and payments to charity directors and connected persons

General provisions

6.1 No director or connected person may.

6.1.1 buy any goods or services from the Company on terms preferential to those applicable to members of the public;

6.1.2 sell goods, services, or any interest in land to the Company,

6.1.3 be employed by, or receive any remuneration from, the Company;

6.1.4 receive any other financial benefit from the Company,

unless the payment is permitted by **Articles 6.3 – 6.8**, or authorised by the court or the Charity Commission

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

Scope and powers permitting directors’ or connected persons’ benefits

6.3 A director or connected person may receive a benefit from the Company in the capacity of a beneficiary of the Company provided that a majority of the directors do not benefit in this way

6.4 A director 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 Company where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011

6.5 Subject to **Article 6.9** a director or connected person may provide the Company with goods that are not supplied in connection with services provided to the Company by the director or connected person

6.6 A director or connected person may receive interest on money lent to the Company at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate)

6.7 A director or connected person may receive rent for premises let by the director or connected person to the Company. The amount of the rent and the other terms of the lease must be reasonable and proper. The director concerned must withdraw from any

meeting at which such a proposal or the rent or other terms of the lease are under discussion

- 6 8 A director or connected person may take part in the normal trading and fundraising activities of the Company on the same terms as members of the public.

Payment for supply of goods only - controls

- 6 9 The Company and its directors may only rely upon the authority provided by **Article 6.5** if each of the following conditions is satisfied

6 9 1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Company or its directors (as the case may be) and the director 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 Company.

6 9 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.

6 9 3 The other directors are satisfied that it is in the best interests of the Company to contract with the supplier rather than with someone who is not a director or connected person. In reaching that decision the directors must balance the advantage of contracting with a director or connected person against the disadvantages of doing so

6 9 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 Company.

6 9 5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of directors is present at the meeting

6 9 6 The reason for their decision is recorded by the directors in the minute book

6 9 7 A majority of the directors then in office are not in receipt of remuneration or payments authorised by **Article 6**

- 6 10 In this **Article 6**

6 10 1 "**Company**" includes any company in which the Company

6 10 1.1 holds more than 50% of the shares, or

6 10 1 2 controls more than 50% of the voting rights attached to the shares, or

6 10 1 3 has the right to appoint one or more directors to the board of the company

7 Declaration of directors' interests

- 7 1 A director 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 Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A director must absent himself or herself from any discussions of the directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

8 Conflicts of interests and conflicts of loyalties

8 1 If a conflict of interests arises for a director 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 directors may authorise such a conflict of interests where the following conditions apply

8 1 1 the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person,

8 1 2 the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and

8 1 3 the unconflicted directors consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying

8 1 4 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 director or to a connected person.

9 LIMITATION OF LIABILITY AND WINDING UP

9 1 The liability of the members is limited

9.2 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he 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

9 3 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed among the members of the Company, unless the Company is a registered charity in which case such property shall be given or transferred to some other charitable institution or institutions (which may be or include the members) having objects similar to the Objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of **Article 5**, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object

10 MEMBERS

10 1 The subscriber to these Articles and such other persons as are admitted to membership in accordance with these Articles shall be members of the Company No person shall be admitted as a member of the Company unless he or she is approved by all the then current members

10 2 The members shall have an absolute discretion in determining whether to accept or reject any application for membership and shall not be bound to assign any reason for their decision.

10 3 Every person nominated to become a member of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member

10 4 Subject to all moneys presently payable by it the Company pursuant to any rules or bye-laws made by the Directors pursuant to these Articles or otherwise having been paid, a member may at any time resign from the Company by giving at least six months notice in

writing to the Company provided that after such resignation the number of members remaining is not less than one

10 5 Membership is not transferable and will terminate in the event of.

10 5 1 such member dying or, if an organisation, ceasing to exist or operate,

10 5 2 such member's bankruptcy or the making of any arrangement or composition with his or her creditors, or being a corporation, liquidation,

10 5.3 any sum due from the member to the Company is not paid in full within two months of it falling due, or

10 5 4 such member ceasing to fulfil the membership criteria which the members may set from time to time

10 6 Membership shall terminate if all the members of the Company, other than the member whose membership is to be terminated, resolve that it is in the best interests of the Company to terminate such membership

11 **GENERAL MEETINGS**

11 1 The Company may (but shall not be obliged to do so), if determined by the Directors, hold an annual general meeting in accordance with the Statutes in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. Any such annual general meeting shall be held at such time and place as the Directors shall appoint. All meetings other than annual general meetings shall be called general meetings

11 2 The Directors may call general meetings at any time

11 3 If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any member of the Company may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

12 **NOTICE OF GENERAL MEETINGS**

12 1 An annual general meeting shall be called by at least fourteen days' notice. All other meetings of the Company other than an annual general meeting shall be called by at least fourteen clear days' notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, in case of special business

12 2 All business shall be deemed special that is transacted at a general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the profit and loss account, balance sheet, and the reports of the Directors and auditors, and the appointment of, and the fixing of the remuneration, of the auditors

12 3 Subject to the provisions of these Articles notice of and other communications relating to a general meeting shall be given to all members, to all Directors and to the auditors

12 4 Notwithstanding the foregoing provisions of these Articles a general meeting may be called by shorter notice if it is so agreed in accordance with section 307 of the Companies Act 2006

12 5 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 invalidate the proceedings at that meeting.

- 12 6 Every notice convening a general meeting shall be given in accordance with section 308 of the Companies Act 2006 that is, in hard copy form, electronic form or by means of a website
- 12 7 The Company may send a notice of meeting by making it available on a website or by sending it in electronic form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the Companies Act 2006
- 12 8 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
- 12.9 The notice must be given to all directors and to the auditors of the Company

13. PROCEEDINGS AT GENERAL MEETINGS

- 13 1 No business shall be transacted at any general meeting unless a quorum of members is present. Two of the persons entitled to vote upon the business to be transacted, each being a member or a duly authorised proxy or representative of a member shall be a quorum save that, if and for so long as the Company has only one person as a member, one member present in person shall be a quorum. If within half an hour from the time appointed for the general meeting a quorum is not present the general meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefore the member or members present in person or by proxy or representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place
- 13 2 General meetings shall be chaired by the person who has been appointed to chair the meeting of the Directors. The chair of the meeting shall not have a casting vote
- 13 3 If at any meeting no Director is willing to act as chair or if no Director is present within fifteen minutes after the time appointed for holding the general meeting, the members present shall choose one of their number to be chair of the meeting
- 13 4 A Director shall, notwithstanding that he or she is not a member, be entitled to attend and speak at any general meeting
- 13 5 The chair may, with the consent of any 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 any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for seven days or more, five days notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting
- 13 6 Subject to **Article 27.1**, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands
- 13 7 A declaration by the chair 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 of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution
- 13 8 A written resolution passed by 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 document)

14 VOTES OF MEMBERS

- 14.1 Subject to Article 29.1, on a show of hands every member (being an individual) present in person or by proxy or (being a corporation) represented by a duly authorised representative shall have one vote. A member shall be entitled to appoint a proxy to exercise all or any of his or her rights to attend and to speak and vote at a meeting of the Company
- 14.2 No member shall be entitled to vote at any general meeting unless all moneys presently payable by it to the Company pursuant to any rules or bye-laws made by the Directors under **Article 27** or otherwise have been paid
- 14.3 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 chair whose decision shall be final and conclusive
- 14.4 Any member of the Company that is a legal entity may nominate any person to act as its representative at any meeting of the Company. That legal entity must give written notice to the Company of the name of its representative. The nominee shall not be entitled to represent the legal entity at any meeting unless the notice has been received by the Company. The nominee may continue to represent the legal entity until written notice to the contrary is received by the Company
- 14.5 Any notice given to the Company will be conclusive evidence that the nominee is entitled to represent the legal entity or that the nominee's authority has been revoked. The Company shall not be required to consider whether the nominee has been properly appointed by the legal entity

15 WRITTEN RESOLUTIONS

- 15.1 A written resolution, proposed in accordance with section 288(3) of the Companies Act 2006, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date
- 15.2 For the purposes of this **Article 15** "circulation date" is the day on which copies of the written resolution are sent or submitted to members or, if copies are sent or submitted on different days, to the first of those days

16 COMPOSITION OF BOARD OF DIRECTORS

- 16.1 The maximum number of Directors shall (unless otherwise determined by ordinary resolution) be seven
- 16.2 Up to five Directors shall be appointed by the decision of the members of the Company, who shall also have the right to replace any Director so appointed from time to time
- 16.3 Up to two Directors shall be appointed by the Directors from time to time and shall be independent of the Members, provided that the majority of the Directors shall be appointed under clause 16.2. The Directors shall have the right to replace either of the two independent Directors from time to time
- 16.4 Every Director shall sign a declaration of willingness to act as a Director of the Company before being able to vote at meetings of Directors
- 16.5 A Director may not appoint an alternate Director or anyone to act on his or her behalf at the meetings of the Directors
- 16.6 The Directors may co-opt up to two independent advisors

17. POWERS OF DIRECTORS

- 17.1 Subject to the provisions of the Statutes, these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Board of Directors who may exercise all the powers of the Company. No alteration of these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this **Article 17.1** shall not be limited by any special power given to the Directors by these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 17.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

18. DELEGATION OF DIRECTORS' POWERS

- 18.1 The Directors may delegate any of their powers to any committee consisting of one or more Directors. Any such delegation may be made subject to any conditions the Directors may impose (including reporting structures to the Board of Directors) and may be collateral to their own powers and may be revoked or altered. Subject to any such conditions the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying. All proceedings of committees must be reported promptly to the Directors.
- 18.2 The Board of Directors may delegate any of its powers to any officers, which do not need to be Directors. The Board of Directors shall adopt from time to time regulations setting out the titles, duties, responsibilities and reporting lines of such officers.

19. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 19.1 The office of a Director shall be vacated if
- 19.1.1 he or she ceases to be a Director by virtue of any provision of these Articles, he or she becomes prohibited by law from being a director of a company which is governed by the Companies Act 2006 (as may be amended or re-stated from time to time), or, if the Company is a charity, if he or she becomes prohibited by law from being a trustee of a charity,
 - 19.1.2 if a Director who is also a member of the Company, ceases to be a member;
 - 19.1.3 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally, or
 - 19.1.4 he or she is, or may be, suffering from mental disorder and either
 - 19.1.4.1 he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - 19.1.4.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs; or
 - 19.1.5 he or she resigns his or her office by notice to the Company in accordance with the Articles,

- 19 1 6 he or she shall for more than six consecutive months have been unable to act or fulfil his or her Director's duties through ill health or disability during that period and the Directors resolve that his or her office be vacated, or
- 19 1 7 he or she shall for more than 6 consecutive months have been absent without permission of the Board of Directors from meetings of the Board held during that period and the Directors resolve that his or her office be vacated
- 19 2 The Directors may not be required to retire by rotation
- 19 3 A Director may retire by giving six months written notice of his or her intention to resign to the Company.
- 20 **PROCEEDINGS OF DIRECTORS**
- 20 1 Subject to the provisions of these Articles, the Directors may regulate their meetings, as they think fit. A Director may, and the secretary (if any) at the request of a Director shall, call a meeting of the Directors. Questions arising at a meeting shall be decided by a majority of votes. Each Director shall have one vote. In the case of an equality of votes, the chair shall not have a second or casting vote. Notice of every meeting of the Board of Directors shall be given to each Director, including Directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service
- 20 2 Any Director may participate in a meeting of the Directors or a committee constituted by the Directors of which he or she is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Statutes, shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair of the meeting then is
- 20 3 The quorum for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed at any other number, shall be two thirds of the Directors from time to time (or rounded up to the next full number)
- 20 4 Notwithstanding any vacancies in their number, the continuing Directors or where there is only one, the sole continuing Director, may continue to act but, if the number of Directors is less than the number fixed as the quorum they (or in the case of a sole Director he or she), may act only for the purpose of filling vacancies, or of calling a general meeting
- 20 5 Unless he or she is unwilling to do so, the chair of the meeting shall preside at every meeting of the Directors at which he or she is present. But, if there is no person holding the office of chair, or if the chair is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chair of the meeting
- 20 6 All acts done by any meeting of the Directors or of a committee constituted, or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid, or that they or any of them were disqualified from holding office or had vacated office, or (in the case of any Director other than the Director) were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 20 7 A resolution in writing, signed by all the Directors other than the Director entitled to receive notice of a meeting of Directors or of a committee constituted by the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) such a committee duly convened and held and may consist of several documents in the like form each signed by one or more Directors or members of the committee (as the case may be)

21 AUDITORS' APPOINTMENT AND RE-APPOINTMENT

- 21.1 Auditors must be appointed for each financial year of the Company and shall be appointed by the Directors. Other than the Company's first financial year, the appointment must be made in the period for appointing auditors as defined in section 485 of the Companies Act 2006.
- 21.2 Auditors cease to hold office at the end of next period for appointing auditors unless and until they are re-appointed

22 SECRETARY

- 22.1 Subject to the provisions of the Statutes, if the Company chooses to have a secretary then the secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they think fit, and any secretary so appointed may be removed by them; provided always that no Director may hold office as secretary where such office is remunerated
- 22.2 A provision of the Statutes or these Articles requiring or authorising a thing to be done by or to a Director and the secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the secretary

23 MINUTES

The Directors shall cause minutes to be made in books kept for the purposes.

- 23.1 of recording the names and addresses of all members, and
- 23.2 of all appointments of officers made by the Directors, and
- 23.3 of all proceedings at meetings of the Company and of the Directors and of committees constituted by the Directors including the names of Directors and members (as appropriate) present at each such meeting

24 THE SEAL

If the Company has a seal it shall only be used with the authority of the Directors or of a committee authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by one Director whose signature shall be attested in the presence of a witness or by one Director and the secretary or by two Directors

25 ACCOUNTS AND ANNUAL REPORT

- 25.1 No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company.
- 25.2 The Directors must prepare accounts and keep accounting records as required by the Statutes.
- 25.3 The Directors shall if the Company is a registered charity comply with the requirements of the Charities Act 2011 with regard to statement of accounts, preparation of an annual report, preparation of an annual return and their transmission to the Commission
- 25.4 The Directors shall if the Company is a registered charity notify the Commission of any changes to the Company's entry on the Central Register of Charities
- 25.5 If the Company has had an asset worth over £10,000 given or lent to it, then the Directors shall include a statement in each set of annual accounts that the asset has been

used in accordance with the Object of the Company and any specific terms of the applicable gift or loan

26 NOTICES

- 26 1 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Directors) shall be in writing and shall be sent to an address for the time being notified for that purpose to the person giving the notice
- 26 2 The Company may give any notice to a member either personally or by sending it by first class post in a prepaid envelope addressed to the member at his or her registered address or by leaving it at that address or by giving it in electronic form to an address for the time being notified to the Company by the member. A member who gives to the Company an address either within or outside the United Kingdom at which notices may be given to it, or an address to which notices may be sent in electronic form, shall be entitled to have notices given to him or her at that address, but otherwise no such member shall be entitled to receive any notice from the Company.
- 26 3 A member present in person, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called
- 26 4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice in electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was posted or, in the case of a notice contained in electronic form, at the expiration of 24 hours after the time it was sent
- 26 5 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable

27 RULES OR BYE-LAWS

- 27.1 The Directors may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may by such rules or bye-laws regulate
- 27 1 1 the rights, voting powers and privileges of members, the entrance fees, subscriptions and other fees or payments to be made by members;
- 27 1 2 the conduct of members of the Company in relation to one another, and to the Company's servants,
- 27 1 3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes,
- 27 1 4 the procedure at general meetings and meetings of the Directors and committees in so far as such procedure is not regulated by these Articles;
- 27 1 5 and, generally, all such matters as are commonly the subject matter of such rules,

provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum of Association of the Company or these Articles

- 27 2 The Company shall have power to alter or repeal the rules or bye-laws referred to and to make additions thereto. The Directors shall adopt such means as they deem sufficient to bring to the notice of members all such rules or bye-laws, so long as they shall be in force, shall be binding on all members

28 **DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE**

- 28.1 Where the Statutes permit the Company to send documents or notices to its members in electronic form or by means of a website, the documents will be validly sent provided the Company complies with the requirements of the Statutes

- 28 2 Subject to any requirement of the Statutes documents and notices may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified