

# FILE COPY



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **11571364**

The Registrar of Companies for England and Wales, hereby certifies that

**FRIENDS OF RCSI**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **17th September 2018**



\* N11571364F \*



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **14/09/2018**

X7E11U7V

*Company Name in full:* **FRIENDS OF RCSI**

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternatives*

*Company Type:* **Private company limited by guarantee**

*Situation of Registered Office:* **England and Wales**

*Proposed Registered Office Address:* **5 FARLEIGH COURT OLD WESTON ROAD  
FLAX BOURTON  
BRISTOL  
UNITED KINGDOM BS48 1UR**

*Sic Codes:* **86220**

## ***Proposed Officers***

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### ***Company Director      1***

**Type:** **Person**

**Full Forename(s):** **MS ANNE SARAH**

**Surname:** **GIBBONS**

**Service Address:** **recorded as Company's registered office**

**Country/State Usually Resident:** **IRELAND**

**Date of Birth:** **\*\*/12/1960** **Nationality:** **IRISH**

**Occupation:** **DIRECTOR**

*The subscribers confirm that the person named has consented to act as a director.*

### ***Company Director      2***

**Type:** **Person**

**Full Forename(s):** **MS NADEEM ELAHI**

**Surname:** **MOGHAL**

**Service Address:** **recorded as Company's registered office**

**Country/State Usually Resident:** **UNITED KINGDOM**

**Date of Birth:** **\*\*/03/1963** **Nationality:** **BRITISH**

**Occupation:** **DIRECTOR**

*The subscribers confirm that the person named has consented to act as a director.*

***Company Director***      **3**

Type:	Person		
Full Forename(s):	MS MARY EVELYN		
Surname:	POYNTER		
Service Address:	recorded as Company's registered office		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/08/1977	Nationality:	IRISH
Occupation:	DIRECTOR		

*The subscribers confirm that the person named has consented to act as a director.*

***Company Director***      **4**

Type:	Person		
Full Forename(s):	DR TIONG GHEE		
Surname:	TEOH		
Service Address:	recorded as Company's registered office		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/09/1958	Nationality:	SINGAPOREAN
Occupation:	DIRECTOR		

*The subscribers confirm that the person named has consented to act as a director.*

## ***Persons with Significant Control (PSC)***

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### **Statement of no PSC**

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**The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company**

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## ***Statement of Guarantee***

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I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

<i>Name:</i>	<b>ANNE SARAH GIBBONS</b>
<i>Address</i>	<b>5 FARLEIGH COURT OLD WESTON ROAD FLAX BOURTON BRISTOL BS48 1UR</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>
<i>Name:</i>	<b>NADEEM ELAHI MOGHAL</b>
<i>Address</i>	<b>5 FARLEIGH COURT OLD WESTON ROAD FLAX BOURTON BRISTOL BS48 1UR</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>
<i>Name:</i>	<b>MARY EVELYN POYNTER</b>
<i>Address</i>	<b>5 FARLEIGH COURT OLD WESTON ROAD FLAX BOURTON BRISTOL BS48 1UR</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>
<i>Name:</i>	<b>TIONG GHEE TEOH</b>
<i>Address</i>	<b>5 FARLEIGH COURT OLD WESTON ROAD FLAX BOURTON BRISTOL BS48 1UR</b>
<i>Amount Guaranteed</i>	<b>GBP1</b>

## ***Statement of Compliance***

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

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## ***Authorisation***

*Authoriser Designation:* **subscriber**

*Authenticated* **YES**

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## COMPANY NOT HAVING A SHARE CAPITAL

### Memorandum of Association of

#### Friends of RCSI

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication by each subscriber
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Ms Anne Sarah Gibbons	Ms Anne Sarah Gibbons
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Ms Nadeem Elahi Moghal	Ms Nadeem Elahi Moghal
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Dr Tiong Ghee Teoh	Dr Tiong Ghee Teoh
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Ms Mary Evelyn Poynter	Ms Mary Evelyn Poynter
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Dated 14/9/2018





Company Number:

The Companies Act 2006

COMPANY LIMITED BY GUARANTEE

# **ARTICLES OF ASSOCIATION**

**FRIENDS OF RCSI**

**Incorporated on**

**Burton Sweet Charities and Civil Society**

**Tel: 0117 9142057**

**[www.burton-sweet.co.uk/charity](http://www.burton-sweet.co.uk/charity)**

## **Companies Act 2006**

### **Company limited by guarantee**

## **ARTICLES OF ASSOCIATION OF FRIENDS OF RCSI**

### **INTERPRETATION**

1.1 In these Articles, unless the context indicates another meaning:

‘the Articles’ means the Charity’s articles of association;

‘authorised representative’ means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Charity;

‘bankruptcy’ includes individual insolvency proceedings in a jurisdiction other than England and Wales, Scotland or Northern Ireland which have an effect similar to that of bankruptcy;

‘Chairman’ means the Chairman of the Trustees;

‘chairman of the meeting’ means the person in the chair at the meeting in question;

‘the Charity’ means the charitable company governed by the Articles;

‘charity trustees’ has the meaning given in section 177 of the 2011 Act;

‘the 2011 Act’ means the Charities Act 2011;

‘clear day’ means 24 hours from midnight following the relevant event;

‘the Commission’ means the Charity Commission for England and Wales;

‘connected person’ means:

- (a) any spouse or civil partner of a Trustee; and
- (b) any parent, child, brother, sister, grandparent or grandchild of a Trustee and the spouses or civil partners or business partners of any of those categories; and
- (c) any institution controlled by a Trustee or any parent, child, brother, sister, grandparent or grandchild of a Trustee and the spouses or civil partners (or by any two of such categories acting together); and
- (d) any corporate body controlled by a Trustee or any parent, child, brother, sister, grandparent or grandchild of a Trustee and the spouses or civil partners (or by any two of such categories acting together);

For these purposes a child includes an adopted child or step-child or child living as part of the family of a Trustee.

For these purposes a person controls:

- (i) an institution if that person is able to secure that the affairs of the institution are conducted in accordance with his wishes;

- (ii) a body corporate if that person is interested in shares or equity capital of that body of a nominal value of more than one-fifth of its total shares or equity capital or is entitled to exercise, or control the exercise of, more than one-fifth of the voting power at any general meeting of that body.

'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;

'financial year' means the Charity's financial year;

'material benefit' means a benefit which may not be financial but has a monetary value;

'member' has the meaning given in section 112 of the Companies Act 2006;

'month' means calendar month;

'ordinary resolution' has the meaning given in section 282 of the Companies Act 2006;

'Secretary' means the Secretary of the Charity (if there is one);

'special resolution' has the meaning given in section 283 of the Companies Act 2006;

'subsidiary' has the meaning given in section 1159 of the Companies Act 2006;

'Treasurer' means the Treasurer of the Charity (if there is one);

'Trustee' means a director of the Charity, who shall be a director for the purposes of the Companies Act 2006 and a charity trustee of the Charity for the purposes of the 2011 Act;

'writing' means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;

'year' means calendar year.

- 1.2 Unless the context otherwise requires, other words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Charity.
- 1.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 1.4 The model articles for private companies limited by guarantee in schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 322) are excluded from applying to the Charity.

## **CHARITABLE PURPOSES**

- 2.1 The charitable purposes of the Charity are the advancement of education in medicine and health sciences including surgical science.
- 2.2 The above purposes are the Charity's charitable purposes for the purposes of the 2011 Act. For as long as the Charity is registered as a charity in England and Wales, its purposes may only be altered with the prior consent of the Commission and in accordance with any conditions attached to such consent.

## **POWERS OF THE CHARITY**

- 3.1 The Charity has power to do anything lawful in pursuit of its charitable purposes, subject to any applicable requirement of the 2011 Act or other applicable statutory provision.

## **LIMITED LIABILITY**

- 4.1 The liability of members is limited.

## **GUARANTEE**

- 5.1 The liability of each member is limited to £1 (one pound sterling), 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 is a member or within one year after he ceases to be a member, for:
- 5.1.1 Payment of the Charity's debts and liabilities contracted before he ceases to be a member;
  - 5.1.2 Payment of the costs, charges and expenses of winding up; and
  - 5.1.3 Adjustment of the rights of the contributories among themselves.

## **RESTRICTIONS ON APPLICATION OF PROPERTY AND DISTRIBUTIONS**

- 6.1 The income of the Charity shall be applied in promoting its charitable purposes.
- 6.2 The Charity may not pay dividends or return capital to its members.
- 6.3 For so long as the Charity is a registered charity, this Article 6 may only be altered with the prior consent of the Commission.

## **BENEFITS TO MEMBERS AND TRUSTEES**

- 7.1 Members who are not Trustees or connected persons may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied by them to the Charity.
- 7.2 Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity.
- 7.3 Members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity.
- 7.4 Individual members (including Trustees) who are also beneficiaries may receive charitable benefits in that capacity.
- 7.5 Save as permitted elsewhere in this Article 7, a Trustee must not receive any other payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- 7.5.1 Reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
  - 7.5.2 An indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - 7.5.3 Payment to any company in which a Trustee has no more than a 5 per cent shareholding or equity capital interest; and
  - 7.5.4 In exceptional cases, other payments or benefits (but only with the advance written approval of the Commission).
- 7.6 A Trustee may not be remunerated for the services of Trustee nor be an employee of the Charity.
- 7.7 A Trustee or a connected person may enter into a contract with the Charity to supply goods or services (other than the services of Trustee) in return for a payment or other material benefit, or a connected person (but not a Trustee) may be an employee of the Charity, if:

- 7.7.1 The Trustees consider the proposed arrangements to be in the Charity's best interests and that the goods or services in question are needed and that the Trustee (or connected person) is the appropriate provider of those services;
  - 7.7.2 There is a written agreement between the Charity and the relevant person which contains the maximum amount of the remuneration which may be paid to that person (which must be reasonable in the circumstances) and all other terms that may be required by the 2011 Act at the time the agreement is entered into;
  - 7.7.3 Before entering into any such agreement, the Trustees have taken into account any Commission guidance relating to such agreements; and
  - 7.7.4 Less than half the Trustees are subject to any such agreement at any time.
- 7.8 For so long as the Charity is a registered charity, this Article 7 may only be altered with the prior consent of the Commission.

## **MEMBERSHIP**

- 8.1 There must be at least three members at all times.
- 8.2 The Charity must maintain a Register of Members in accordance with company law requirements from time to time. All admissions to membership and all cessations of membership (for whatever reason) shall be recorded in the Register of Members of the Charity in accordance with the requirements of the Companies Act 2006.
- 8.3 The first members of the Charity were the subscribers stated in the application to incorporate the Charity who became members on incorporation of the Charity.
- 8.4 Subsequent to incorporation such other persons as the Trustees shall admit to membership of the Charity shall become members of the Charity.
- 8.5 Only persons with independent legal identity shall be admitted to membership and, in the case of individuals, only persons aged 16 years or over shall be admitted to membership. Subject to that, membership of the Charity is open to any individual or organisation interested in promoting the charitable purposes who:
- 8.5.1 Applies to the Charity in the form required by the Trustees; and
  - 8.5.2 Consents in writing to become a member either personally (in the case of an individual) or through an authorised representative (in the case of an organisation); and
  - 8.5.3 Is approved by the Trustees.
- 8.6 Membership applications must be determined within two months of the date on which they are received by the Charity. Written notification of the decision on an application shall be sent to the applicant as soon as practicable after that decision is taken.
- 8.7 The Trustees may establish different classes of membership, prescribe their respective privileges and duties and set the amounts of any initial subscription and any subsequent annual subscriptions. Provided that any rights of membership relating to the Charity as a company must be in accordance with the Articles.
- 8.8 Membership is terminated if the member concerned:
- 8.8.1 Resigns; or
  - 8.8.2 Dies, in the case of an individual; or
  - 8.8.3 Is wound up, dissolved or otherwise ceases to exist, in the case of an organisation; or
  - 8.8.4 Is more than six months in arrear in paying the relevant subscription, if any (but in such a case the member may be reinstated on payment of the amount due); or

8.8.5 Is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity. The Trustees may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice.

8.9 Members shall be subject to any rules made by the Trustees in respect of the conduct of members and the use of any facilities or services provided by the Charity and shall be subject to any disciplinary provisions of any such rules.

8.10 Membership of the Charity is not transferable.

#### **GENERAL MEETINGS AND OPTIONAL ANNUAL GENERAL MEETING**

9.1 All General Meetings of the members, including any Annual General Meeting, are subject to the Articles.

9.2 A General Meeting may be called at any time by the Trustees and must be called in accordance with the provisions of the Companies Act 2006 when members so request in accordance with the procedures set out in section 303 of the Companies Act 2006.

9.3 Unless otherwise required by the Companies Act 2006, the notice period for any General Meeting is 14 (fourteen) clear days.

9.4 The Trustees may, but do not have to, convene in any year a general meeting designated as an Annual General Meeting. Any Annual General Meeting will be held at such date, time and place as the Trustees may determine, for such purposes as the rules and byelaws may specify (if any) or otherwise for such purposes as the Trustees determine. The business of any Annual General Meeting shall be set out on the notice of the meeting.

#### **QUORUM AT GENERAL MEETINGS**

10.1 There is a quorum at a general meeting if the number of members present in person or by proxy or, in the case of an organisation, by proxy or by authorised representative is at least 3 (three) or 10% (ten per cent) of the members if greater. A member may be present in person or by proxy if the member is an individual or present by proxy or authorised representative if the member is an organisation.

#### **CHAIRING OF GENERAL MEETINGS**

11.1 The Chairman presides at a general meeting. If the Chairman is unable or unwilling to do so, a Trustee present may be elected by the members present to vote to take the chair. If no Trustee is present or willing, a member may be elected to do so. The chairman of a general meeting does not have a casting vote.

#### **ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

12.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

12.2 A person is able to exercise the right to vote at a general meeting when:

12.2.1 That person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

12.2.2 That person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

12.3 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

12.4 In determining attendance at a general meeting, it is immaterial whether any two or more persons

attending it are in the same place as each other.

- 12.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they can exercise their rights to speak and vote at that meeting.
- 12.6 Trustees may attend and speak at general meetings, whether or not they are members.

#### **VOTING AT GENERAL MEETINGS**

- 13.1 Every member has one vote on each resolution, whatever the voting method.
- 13.2 Members may exercise their voting rights in person or by proxy or, in the case of an organisation, through an authorised representative or by proxy (whatever the voting method).
- 13.3 A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in mental health, may vote, whatever the voting method, by his committee, receiver, curator bonis or other person in the nature of a committee, receiver, or curator bonis appointed by that court.
- 13.4 No member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the Charity have been paid.

#### **POLL VOTES**

- 14.1 A poll on a resolution may be demanded:
  - 14.1.1 In advance of the general meeting where it is to be put to the vote; or
  - 14.1.2 At a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 14.2 A poll may be demanded by:
  - 14.2.1 The chairman of the meeting; or
  - 14.2.2 Two or more persons having the right to vote on the resolution; or
  - 14.2.3 A person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- 14.3 A demand for a poll may be withdrawn if:
  - 14.3.1 The poll has not yet been taken; and
  - 14.3.2 The chairman of the meeting consents to the withdrawal.
- 14.4 Polls must be taken in such manner as the chairman of the meeting directs.

#### **APPOINTMENT OF PROXIES AND PROXY NOTICES**

- 15.1 Any member of the Charity entitled to attend a general meeting shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same rights as the member to speak, vote (whatever the voting method), join in the demand for a poll and otherwise participate in the meeting. A member who chooses to make such an appointment remains entitled to attend, speak, vote and otherwise participate in the meeting if he decides to do so. If the member who appointed the proxy does attend, that proxy no longer has authority to participate in and vote at the meeting.
- 15.2 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
  - 15.2.1 States the name and address of the member appointing the proxy;
  - 15.2.2 Identifies the person appointed to be that member's proxy and the general meeting in

relation to which that person is appointed;

15.2.3 Is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and

15.2.4 Is delivered to the Charity in accordance with the articles and any instructions contained in the notice of the general meeting to which the proxy notice relates.

15.3 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

15.4 Proxy notices may, but do not have to, specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

15.5 Unless a proxy notice indicates otherwise, it must be treated as:

15.5.1 Allowing the person appointed under it as a proxy discretion as to how to vote on any resolutions put to the meeting; and

15.5.2 Appointing that person as a proxy in relation to any adjournment of the meeting to which it relates as well as the meeting itself.

15.6 A proxy notice shall be delivered by such date as the Charity may have specified in the notice of the meeting (provided that the date may not be more than 48 hours before the date of the meeting).

15.7 A proxy appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the member on whose behalf the proxy was appointed. The revocation is effective if delivered before the start of the meeting or any adjourned meeting to which it relates.

15.8 A proxy notice or revocation not executed by the member appointing the proxy must be accompanied by written evidence of the authority of the person who executed it to do so on behalf of the appointing member.

#### **AUTHORISED REPRESENTATIVES**

16.1 Any organisation which is a member of the Charity may by resolution of its governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual member of the Charity.

#### **WRITTEN RESOLUTIONS OF MEMBERS**

17.1 A written resolution of the members may be passed in accordance with the Companies Act 2006.

#### **THE TRUSTEES**

18.1 The minimum number of Trustees is three.

18.2 The first Trustees are those persons who were appointed as directors of the Charity on its incorporation. Thereafter the Trustees shall be appointed in accordance with the provisions of the Articles.

18.3 Every Trustee before appointment must be an individual and aged at least 16. A proposed trustee must sign a declaration of eligibility and willingness to act as a Trustee before appointment and provide such other evidence and information as the Trustees may require.

18.4 The term of office of a Trustee is three years commencing on the date of appointment. At the end of a term of office an individual may, if eligible and willing to serve, be appointed to a further term of office. Provided that no individual shall serve more than three terms of office as a Trustee.

18.5 Subject to the foregoing provisions of this Article, the Trustees may at any time appoint any individual as a Trustee to fill a vacancy in their number or as an additional Trustee.



- 18.6 A Trustee's office automatically terminates if he:
- 18.6.1 is disqualified under company law from acting as a director; or
  - 18.6.2 is otherwise disqualified under charity law from acting as a charity trustee; or
  - 18.6.3 is incapable, whether mentally or physically, of managing his or her own affairs; or
  - 18.6.4 is absent without notice from four consecutive meetings of the Trustees and is removed by decision of a majority of the other Trustees; or
  - 18.6.5 completes three terms of office as a Trustee; or
  - 18.6.6 resigns; or
  - 18.6.7 dies.
- 18.7 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.

### **POWERS AND DUTIES OF THE TRUSTEES**

- 19.1 The Trustees as charity trustees have control of the Charity and its funds and assets and are responsible for the management of the Charity's activities and may exercise all such powers of the Charity as are not, by the Companies Act 2006 or by the Articles, required to be exercised by the members of the Charity in general meeting or otherwise.
- 19.2 In the exercise of their powers and in the management of the Charity, the Trustees shall always be mindful that they are charity trustees within the definition of section 177 of the Charities Act 2011 as the persons having the general control and management of the administration of a charity.
- 19.3 There shall be such financial controls and procedures for the Charity as may be specified by the Trustees from time to time. All transactions on the bank accounts of the Charity shall be authorised in such manner as the bank in question may require and the Trustees may from time to time specify.
- 19.4 The Trustees may make rules for the Charity, provided that such rules must be consistent with the Articles and the Companies Act 2006
- 19.5 Subject to the Articles, the Trustees may delegate any functions and any of the powers which are conferred on them under the Articles or otherwise (but not the office of Trustee) to committees provided that:
- 19.5.1 Only Trustees may be appointed as committee members and only committee members may vote on any matters (any staff or guests invited to attend a meeting of a committee or any part of such a meeting are not to be deemed members of that committee and they may not vote);
  - 19.5.2 There must be at least three Trustees on a committee;
  - 19.5.3 A committee shall not have any expenditure authority unless authorised by the Trustees;
  - 19.5.4 A committee must adhere to any budget set for it by the Trustees and observe any financial controls and procedures the Trustees think fit.
- 19.6 The Trustees shall authorise the terms of reference of committees and may alter them from time to time.
- 19.7 The Trustees may specify procedures for committees, otherwise the procedures for the Board of Trustees shall be followed by committees.
- 19.8 Committees shall report to the Trustees in such manner as the Trustees may require.

### **TRUSTEES' DECISIONS AND PROCEEDINGS**

- 20.1 Trustees may make decisions by majority vote at a Trustees' meeting or by unanimous written resolution, where each Trustee who would have been eligible to vote on the matter at a meeting has signed one or more copies of such written resolution.
- 20.2 The Trustees may hold meetings of the Trustees as they determine appropriate. A quorum at a meeting of the Trustees is two serving Trustees or such higher number as the Trustees may decide.
- 20.3 A Trustee may participate in a Trustees' meeting by electronic communication provided that:
- 20.3.1 The Trustees have agreed (for a specific meeting or for meetings of the Trustees in general); and
- 20.3.2. All Trustees participating in the meeting can communicate to the others any information or opinions they have on any items of business and can vote and their vote be known and recorded; and
- 20.3.3 Any other rules for such participation made by the Trustees are observed.
- 20.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting of the Trustees. The chairman of the meeting at a meeting of Trustees does have a casting vote. This shall not apply if he is not eligible to count in the quorum or to vote on that matter for any reason.
- 20.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 20.6 Every Trustee has one vote on each issue (subject to the articles regarding a casting vote of the chairman of the meeting).
- 20.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

#### **CONFLICTS OF INTEREST**

- 21.1 Trustees shall comply with their duty to declare an interest in a proposed transactions and arrangements in accordance with section 177 of the Companies Act 2006 and the requirements to declare an interest in an existing transaction or arrangement in accordance with section 182 of the Companies Act 2006.
- 21.2 The Trustees shall declare matters of material personal interest of which they are aware that are relevant to the business of any Trustees' meeting at or before the start of the meeting. Any interested Trustee shall be counted in the quorum and may vote unless the interest gives rise to a conflict between his personal interest and the interests of the Charity, in which case he must withdraw from the discussion and any decision. In the event of any doubt as to whether a Trustee should withdraw he must do so and the chairman of the meeting shall require that he does so. In the event that the chairman of the meeting has a conflict he shall withdraw and another non-conflicted Trustee shall be chosen by the other trustees present to take the chair during his absence. Should the chairman of the meeting refuse to do so, the other Trustees may decide by resolution that he must do so.
- 21.3 A Trustee shall not be regarded as having a conflict of interest solely because that Trustee is also a member of the Charity or that Trustee or anyone connected to that Trustee is a beneficiary of the charitable activities of the Charity. Such membership or beneficiary status shall not prevent a Trustee from taking part in any Trustees' meeting unless a matter specific to him or a person connected to him is being discussed or decided, in which case he must withdraw from the discussion and any decision. In the event of any doubt as to whether a Trustee should withdraw, he must do so and the chairman of the meeting shall require that he does so.

## **OFFICERS**

- 22.1 The Trustees shall appoint one of the Trustees as Chairman. The appointment may be for an annual or other fixed term or for an indefinite period. A current appointment may be ended by the Trustees at any time and they may fill any vacancy that arises. A serving Chairman may resign from that office, whether or not he is also resigning as a Trustee, but if the serving Chairman ceases to be a Trustee he shall automatically cease to hold the office of Chairman.
- 22.2 The Trustees may (but do not have to) appoint a Secretary for such term, at such remuneration and upon such conditions as the Trustees think fit. A current appointment may be ended by the Trustees at any time and they may fill any vacancy that arises. No Trustee may be remunerated for holding the position of Secretary.
- 22.3 The Trustees may (but do not have to) appoint a Treasurer. A person so appointed may be selected from amongst the serving Trustees (but does not have to be). A current appointment may be ended by the Trustees at any time and they may fill any vacancy that arises. The duties and responsibilities of the Treasurer shall be determined by the Trustees and may be varied by them from time to time. Provided always that no Trustee may be remunerated for holding the office of Treasurer.

## **RECORDS, ACCOUNTS AND REPORTS**

- 23.1 The Trustees must comply with the requirements of the Companies Act 2006 and of the 2011 Act as to keeping financial records, the audit or independent examination of accounts (if required by law) and the preparation and submission to the Registrar of Companies and the Commission of:
  - 23.1.1 Charity and company annual returns;
  - 23.1.2 Annual reports; and
  - 23.1.3 Annual statements of account.
- 23.2 The Trustees must keep proper records of:
  - 23.2.1 All proceedings at general meetings and decisions of the members (including written resolutions;
  - 23.2.2 All proceedings at meetings of the Trustees and all decisions of the Trustees (including written resolutions); and
  - 23.2.3 All proceedings at meetings of committees (including any decisions, if applicable).
- 23.3 Where applicable, such records shall be kept in accordance with section 355 of the Companies Act 2006.
- 23.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 23.5 Copies of the Charity's latest available annual accounts and reports must be supplied on request to any Trustee or member. Copies must also be supplied to any other person who is entitled to request a copy under the Companies Act 2006 or the 2011 Act or any regulations made under that Act.

## **NOTICES**

- 24.1 Notices under the Articles may be sent by hand, by post or by electronic communication in accordance with the Companies Act 2006.
- 24.2 The only address at which a member is entitled to receive notices sent by post is an address in the UK recorded in respect of that member in the Register of Members.
- 24.3 Any notice given in accordance with the Articles is to be treated for all purposes as having been received:
  - 24.3.1 24 hours after being sent by electronic communication or delivered by hand to the relevant

address;

24.3.2 Two clear days after being sent by post to that address;

24.3.3 On being handed to the member (or, in the case of an organisation that is a member, its authorised representative) personally.

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

#### **MEANS OF COMMUNICATION TO BE USED**

25.1 Subject to the provisions of 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. Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Charity to a person by being made available on a website.

25.2 Subject to the provisions of 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.

25.3 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of being sent, and for the specified time to be less than 48 hours.

#### **COMPANY SEAL**

26.1 The Trustees shall decide whether the Charity adopts a seal. If it does adopt a seal it may only be used by the authority of the Trustees. Unless otherwise decided by the Trustees, when such a seal is affixed to a document, the document must also be signed by at least two authorised persons in the presence of a witness who attests the signature. For the purposes of this Article, an authorised person is:

26.1.1 Any Trustee of the Charity; or

26.1.2 The Secretary of the Charity (if any); or

26.1.3 Any person authorised by the Trustees for the purpose of signing either a specific document, or documents in general, to which the seal is applied.

#### **NO RIGHT FOR MEMBERS TO INSPECT ACCOUNTS AND OTHER RECORDS**

27.1 Except as provided by law or authorised by the Trustees or an ordinary resolution of the members of the Charity, no person is entitled to inspect any of the Charity's accounting or other records or documents merely by virtue of being a member.

#### **TRUSTEES' INDEMNITY**

28.1 Subject to the next following Article, a relevant Trustee of the Charity or an associated company may be indemnified out of the Charity's assets against:

28.1.1 Any liability incurred by that Trustee in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity or an associated company;

28.1.2 Any liability incurred by that Trustee in connection with the activities of the Charity or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);

28.1.3 Any other liability incurred by that Trustee as an officer of the Charity or an associated company.

28.2 The Articles do not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Act 2006 or by any other provision of law.

28.3 For the purposes of this Article 28:

28.3.1 Companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

28.3.2 A “relevant Trustee” means any Trustee or former Trustee of the Charity or an associated company.

### **INSURANCE FOR TRUSTEES**

29.1 The Trustees may decide to purchase and maintain insurance, at the expense of the Charity, for the benefit of any relevant Trustee in respect of any relevant loss. In this Article:

29.1.1 A “relevant Trustee” means any Trustee or former Trustee of the Charity or an associated company;

29.1.2 A “relevant loss” means any loss or liability which has been or may be incurred by a relevant Trustee in connection with that Trustee’s duties or powers in relation to the Charity, any associated company or any pension fund of the Charity or associated company; and

29.1.3 Companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

### **ADVISORY OR CONSULTATIVE GROUPS**

30.1 The Trustees may establish advisory groups or consultative groups for such purposes as the Trustees think fit (provided that no powers of the Trustees may be delegated to such groups and they shall not have power to bind the Charity or incur expenditure on behalf of the Charity).

### **DISSOLUTION**

31.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities may not be paid or distributed to its members (unless they fall within (31.1.1) or (31.1.2) or (31.1.3) below) but must be applied in one or more of the following ways:

31.1.1 By transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the charitable purposes that have restrictions on the application of their property at least equivalent to the restrictions applicable under the Articles;

31.1.2 Directly for the charitable purposes or for charitable purposes which are within or similar to the charitable purposes;

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

31.2 If the Commission requires, a final report and statement of account must be sent to the Commission.

31.3 For as long as the Charity is a charity, this Article 31 may only be altered with the prior consent of the Commission.