

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number **12342831**

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

NATIONAL FARMLAND TRUST

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 **2nd December 2019**



* N12342831B *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: 29/11/2019

X8J81W01

Company Name in full: **NATIONAL FARMLAND TRUST**

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: **MOONSTRUCK FARM WESTENDS LANE
WESTGATE
THORNTON-LE-DALE
NORTH YORKSHIRE
UNITED KINGDOM YO18 7SG**

Sic Codes: **94990**

Proposed Officers

Company Director 1

Type: **Person**

Full Forename(s): **MR MICHAEL WILLIAM JOHN**

Surname: **JEAL**

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

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

Date of Birth: ****/01/1949** **Nationality:** **BRITISH**

Occupation: **RETIRED**

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

Company Director 2

Type: **Person**

Full Forename(s): **MISS AMANDA LESLEY**

Surname: **RIDOUT**

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

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

Date of Birth: ****/03/1971** **Nationality:** **BRITISH**

Occupation: **KITCHEN ASSISTANT**

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

Type:	Person		
Full Forename(s):	MISS LAURA DANIELLE		
Surname:	RICKETTS		
Service Address:	recorded as Company's registered office		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/05/1988	Nationality:	BRITISH
Occupation:	OUTDOOR INSTRUCTOR		

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

Type:	Person		
Full Forename(s):	MS HELEN MARGARET		
Surname:	MORRITT		
Service Address:	recorded as Company's registered office		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/03/1962	Nationality:	BRITISH
Occupation:	RETIRED		

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

Company Director **5**

Type: Person

Full Forename(s): MS GEORGINA ANN

Surname: **MARIS**

Service Address: recorded as Company's registered office

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

Date of Birth: ****/10/1964** *Nationality:* **BRITISH**

Occupation: **CATERING
MANAGER**

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

Persons with Significant Control (PSC)

Statement of no PSC

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

Statement of Guarantee

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.

Name: MICHAEL WILLIAM JOHN JEAL

Address MOONSTRUCK FARM WESTENDS LANE
WESTGATE
THORNTON-LE-DALE
NORTH YORKSHIRE
UNITED KINGDOM
YO18 7SG

Amount Guaranteed **£1.00**

Name: AMANDA LESLEY RIDOUT

Address MOONSTRUCK FARM WESTENDS LANE
WESTGATE
THORNTON-LE-DALE
NORTH YORKSHIRE
UNITED KINGDOM
YO18 7SG

Amount Guaranteed **£1.00**

Name: LAURA DANIELLE RICKETTS

Address MOONSTRUCK FARM WESTENDS LANE
WESTGATE
THORNTON-LE-DALE
NORTH YORKSHIRE
UNITED KINGDOM
YO18 7SG

Amount Guaranteed **£1.00**

Name: HELEN MARGARET MORRITT

Address MOONSTRUCK FARM WESTENDS LANE
WESTGATE
THORNTON-LE-DALE
NORTH YORKSHIRE
UNITED KINGDOM
YO18 7SG

Amount Guaranteed **£1.00**

Name: **GEORGINA ANN MARIS**

Address **MOONSTRUCK FARM WESTENDS LANE
WESTGATE
THORNTON-LE-DALE
NORTH YORKSHIRE
UNITED KINGDOM
YO18 7SG**

Amount Guaranteed **£1.00**

Statement of Compliance

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

<i>Name:</i>	MICHAEL WILLIAM JOHN JEAL
<i>Authenticated</i>	YES
<i>Name:</i>	AMANDA LESLEY RIDOUT
<i>Authenticated</i>	YES
<i>Name:</i>	LAURA DANIELLE RICKETTS
<i>Authenticated</i>	YES
<i>Name:</i>	HELEN MARGARET MORRITT
<i>Authenticated</i>	YES
<i>Name:</i>	GEORGINA ANN MARIS
<i>Authenticated</i>	YES

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

Company number: []

Charity number: []

COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE

NOT HAVING A SHARE CAPITAL

**MEMORANDUM AND ARTICLES
OF ASSOCIATION OF
NATIONAL FARMLAND TRUST**

(Incorporated on [])

**Wrigleys Solicitors LLP
19 Cookridge Street
Leeds LS2 3AG
Tel: 0113 244 6100
Fax: 0113 244 6101**

www.wrigleys.co.uk

Companies Act 2006

Company limited by guarantee and not having a share capital

**MEMORANDUM OF ASSOCIATION OF
NATIONAL FARMLAND TRUST**

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
Amanda Ridout	
Michael Jeal	
Helen Morritt	
Laura Ricketts	
Georgina Maris	
Dated: 29 November 2019	

Companies Act 2006

Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION OF NATIONAL FARMLAND TRUST

1. NAME

The name of the Charity is National Farmland Trust, or subject to obtaining any necessary consent from OSCR, such other name as the Members (by Special Resolution) may from time to time decide.

2. LIMITED LIABILITY

The liability of Members is limited to £1, being the amount that every Member undertakes to contribute to the assets of the Charity in the event of it being wound up while he, she or it is a Member or within one year after he, she or it ceases to be a Member.

3. OBJECTS

The Objects are specifically restricted to the following:

- 3.1 to promote and advance agriculture for the public benefit in such ways as the Trustees think fit, including (but not limited to) by acquiring, preserving and protecting agricultural land and championing the role of farmers as providers of high quality produce;
- 3.2 to advance the education of the public in farming and agricultural practices;
- 3.3 to advance and encourage agricultural research; and
- 3.4 to advance and encourage the protection and sustainability of the environment.

Nothing in the Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

4. POWERS

The Charity has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so, including (but not limited to) the following powers:

- 4.1 to raise funds (but not by means of Taxable Trading);
- 4.2 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
- 4.3 to acquire or hire property of any kind and to maintain it and equip it for use;
- 4.4 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.5 to make grants or loans of money and to give guarantees;
- 4.6 to promote or carry out research;
- 4.7 to provide advice;
- 4.8 to publish or distribute information;
- 4.9 to co-operate with other organisations;
- 4.10 to support, administer or set up other charities, including but not limited to making grants or gifts of money, assets or staff time, cancelling any liability owed to the charity and/or providing guarantees and loans, whether or not on commercial terms;
- 4.11 to set aside funds for special purposes or as reserves against future expenditure;
- 4.12 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 4.13 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.13.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 4.13.2 every transaction is reported regularly to the Trustees;
 - 4.13.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;

- 4.13.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are reported regularly to the Trustees on receipt; and
- 4.13.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.14 to arrange for investments or other property of the Charity to be held in the name of a Nominee Company acting under the control of the Trustees or of a Financial Expert acting under their instructions, and to pay any reasonable fee required;
- 4.15 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as Custodian, and to pay any reasonable fee required;
- 4.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity;
- 4.17 to pay for Indemnity Insurance for the Trustees;
- 4.18 subject to article 10, to employ paid or unpaid agents, staff or advisers;
- 4.19 to enter into contracts to provide services to or on behalf of other Bodies;
- 4.20 to establish or acquire companies and/or other Bodies to assist, or act as agents for, the Charity;
- 4.21 subject to obtaining any necessary consent from OSCR, to acquire, merge with or enter into any partnership or joint venture arrangement with any other Body;
- 4.22 to pay the costs of forming the Charity.

5. MEMBERSHIP

- 5.1 The Charity must maintain a register of Members.
- 5.2 Membership is open to any individual or organisation interested in promoting the Objects who/which:
 - 5.2.1 applies to the Charity in the form required by the Trustees;
 - 5.2.2 is approved by the Trustees; and
 - 5.2.3 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.

- 5.3 Membership is automatically terminated if the Member concerned:
 - 5.3.1 gives written notice of resignation to the Charity;
 - 5.3.2 dies, or in the case of an organisation ceases to exist;
 - 5.3.3 is more than six months in arrears in paying the relevant subscription, if any (but in such case the Trustees may resolve to reinstate the Member on payment of the amount due); or
 - 5.3.4 is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity. 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.
- 5.4 Membership is not transferable.
- 5.5 Informal or associate (non-voting) membership
 - 5.5.1 The Trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.
 - 5.5.2 Other references in this constitution to "members" and "membership" do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Companies Acts or Charities Act.

6. GENERAL MEETINGS

Calling a general meeting

- 6.1 A general meeting may be called at any time by the Trustees and must be called within 21 days of a written request from at least 5% of the Members in accordance with the Companies Acts to be held on a date not more than 28 days after the date of the notice.
- 6.2 General meetings are called on at least 14 clear days' written notice specifying the business to be discussed or shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at that meeting who hold at least 90% of the total voting rights at that meeting of all the Members.

- 6.3 The notice of general meeting shall specify the place, the date and the time of the general meeting, state the general nature of the business to be dealt with at the meeting and state with reasonable prominence that a Member is entitled to appoint another person as his, her or its proxy to exercise all or any of his, her or its rights to attend and to speak and vote instead of him, her or it. If the meeting is to be an AGM, the notice must say so.
- 6.4 Where it is intended to pass a Special Resolution at a general meeting, the notice must include the text of the resolution and state that it is intended to propose the resolution as a Special Resolution.
- 6.5 Notice must be sent to:
- 6.5.1 the Charity's auditors (if any);
 - 6.5.2 the Trustees; and
 - 6.5.3 the Members.
- 6.6 The accidental omission to give notice of any general meeting, or to send a form of proxy with a notice where required, or the non-receipt of a notice or form of proxy, shall not invalidate the proceedings at any general meeting.

Attending a general meeting

- 6.7 Members are entitled to attend general meetings either personally, (in the case of a Member organisation) by an authorised representative, by proxy or by suitable means agreed by the Trustees in which all participants may communicate with all the other participants. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting.

Quorum

- 6.8 There must be a quorum present before a general meeting starts to do business. There is a quorum at a general meeting if the number of Members present in person, by authorised representative or by proxy is at least three or one third of the Members (rounded up to the nearest whole number), if greater.

Proceedings at general meetings

- 6.9 The Chairperson or (if the Chairperson is unable or unwilling to do so) a Member or Trustee elected by those Members present presides at a general meeting.

- 6.10 Except where otherwise provided by the Articles or the Companies Acts, every issue at a general meeting is decided by a majority of the votes cast.
- 6.11 Every Member present in person, or through an authorised representative, or by proxy has one vote on each issue.
- 6.12 A declaration by the person chairing the meeting that a resolution has been:
- 6.12.1 carried;
 - 6.12.2 carried unanimously, or by a particular majority;
 - 6.12.3 not carried; or
 - 6.12.4 not carried by a particular majority, and
- an entry to that effect in the minutes of the general meeting, shall be conclusive evidence of the fact without proof of the number or proportion of votes in favour of or against the resolution.
- 6.13 Subject to the Companies Acts, the proceedings at any general meeting or the passing of a written resolution shall not be invalidated by reason of any accidental informality or irregularity (including with regard to the giving of notice) or any want of qualification in any of the persons present or voting.
- 6.14 If any person wishes to object to the qualification of any vote, they must do so at the meeting at which the vote they object to is tendered. A vote which is not disallowed at the meeting will be deemed valid. The person chairing the meeting will be the sole judge of the validity of every vote tendered at the meeting.

Proxies

- 6.15 The notice of appointment of a proxy must be received at the registered office of the Charity (or such other address specified by the Charity for that purpose) not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote. If it arrives late, or does not arrive at all, the proxy will not be allowed to attend and vote at the meeting.

Written resolutions

- 6.16 A written resolution signed by a majority of those entitled to vote at a general meeting (or, where the Companies Acts require, a greater majority) is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in

more than one document and will be treated as passed on the date of the last signature required to reach the relevant majority.

Annual general meetings

- 6.17 Except when first incorporated, the Charity must hold an AGM in every year. The first AGM must be held within 18 months after the Charity's incorporation. Not more than 15 months may elapse between successive AGMs.
- 6.18 At an AGM, the Members:
 - 6.18.1 receive the Charity's accounts for the previous financial year;
 - 6.18.2 receive the 'Trustees' report on the Charity's activities for the previous financial year;
 - 6.18.3 accept the retirement of Trustees and elect Trustees to fill any vacancies;
 - 6.18.4 appoint auditors or Independent Examiners for the Charity (if required); and
 - 6.18.5 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

7. THE TRUSTEES

- 7.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 7.2 The Charity must maintain a register of Trustees (which may be called a register of directors).

Number of Trustees

- 7.3 There shall be between three and twelve Trustees, all of whom must be Members. If the number of Trustees shall fall below three, the remaining Trustees may act to appoint further Trustees as required, including without limitation by circulating a written resolution to the Members and/or by calling a general meeting.

Appointment of Trustees

- 7.4 The people named as directors on form IN01 are the first Trustees. Subject to article 7.10, subsequent Trustees are to be appointed by the Members.
- 7.5 No one is entitled to act as a Trustee whether on appointment or on any reappointment until he or she has expressly acknowledged,

in whatever way the Trustees decide, his or her acceptance of the office of Trustee.

- 7.6 The appointment of a Trustee must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.

Terms of office and retirement by rotation

- 7.7 Trustees shall be appointed for terms of 3 years. A Trustee who has served their term must retire at the next AGM.
- 7.8 Subject to article 7.9, a retiring Trustee who remains qualified may be reappointed for a maximum of 3 consecutive terms of office.
- 7.9 The Trustees may, in circumstances which they consider to be exceptional, permit up to one or more of the Trustees to serve one or more additional consecutive terms of office, provided that any such further reappointment may only take effect with the consent of at least 75% of the other Trustees.
- 7.10 Subject to article 7.3, the Trustees may at any time appoint any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee (a "**Co-opted Trustee**"), but a Co-opted Trustee holds office only until the next AGM. Where such an individual is not a Member at the time of their appointment pursuant to this article and article 7.3 requires that a Trustee is a Member then the Co-opted Trustee must become a Member within 28 days of their appointment failing which, on expiry of that period, then they shall cease to hold office.

Retirement and removal of Trustees

- 7.11 A Trustee's term of office automatically terminates if he or she:
- 7.11.1 retires by rotation in accordance with article 7.7;
 - 7.11.2 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
 - 7.11.3 dies;
 - 7.11.4 is disqualified under the Charities Act from acting as a Charity Trustee or is prohibited by law from being a director of a company, or is disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005 or Charities Act (Northern Ireland) 2008;

- 7.11.5 is, in the reasonable opinion of the other Trustees, at any time incapable, whether mentally or physically, of managing his or her own affairs;
- 7.11.6 is absent from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- 7.11.7 ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming Membership of the Charity before the next AGM);
- 7.11.8 is co-opted in accordance with article 7.10 and fails to become a Member within 28 days of that appointment as required by article 7.10; or
- 7.11.9 is removed by resolution of the Members present and voting at a general meeting (but only if at least two Trustees will remain in office) after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

8. TRUSTEES' PROCEEDINGS

- 8.1 The Trustees must hold at least three meetings each year.

Calling Trustees' meetings

- 8.2 A Trustee may at any time, and the Secretary (if any) must at the request of a Trustee, summon a meeting of the Trustees.
- 8.3 Notice of a meeting of the Trustees may be given to a Trustee personally or by word of mouth or sent in writing to him or her at his or her last known postal or email address or any other postal or email address given by him or her to the Charity for this purpose.
- 8.4 Except where there are matters demanding urgent consideration, each Trustee must be given reasonable notice of each meeting of the Trustees.

Quorum

- 8.5 A quorum at a meeting of the Trustees is two or one third of the Trustees (rounded up to the nearest whole number), if greater, save where the Charity has only one Trustee, that Trustee shall be a quorum.

Attendance and voting at Trustees' meetings

- 8.6 A meeting of the Trustees may be held either in person or by suitable electronic means (including but not limited to telephone

calls with or without video conferencing facilities) agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.

- 8.7 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 8.8 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees, or all the members of a committee, (other than any Conflicted Trustee, or conflicted committee member, who has not been authorised to vote) is as valid as a resolution passed at a trustees' meeting, or a meeting of a committee (as appropriate). For this purpose the resolution may be contained in more than one document.
- 8.9 Except for the Chairperson of the meeting, who has a casting vote, every Trustee has one vote on each issue.
- 8.10 Subject to the Articles, the Trustees may regulate their meetings as they see fit.

Procedural defects

- 8.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 8.12 Subject to article 8.13, all decisions of the Trustees or a committee of the Trustees shall be valid notwithstanding the participation in any decision of a Trustee:
 - 8.12.1 whose appointment is subject to a technical defect of which the Trustees are unaware at the time the decision is made;
 - 8.12.2 who was disqualified from holding office;
 - 8.12.3 who had previously retired or who had been obliged by the Articles to vacate office;
 - 8.12.4 who was not entitled to vote on the matter, whether by reason of a Conflict of Interest or otherwise;if without the vote of that Trustee and that Trustee being counted in the quorum, the decision was made by a majority of Trustees at a quorate meeting.
- 8.13 Article 8.12 does not permit a Trustee or Connected Person to keep any benefit that may be conferred on him, her or it by a resolution

of the Trustees or a committee of the Trustees if, but for article 8.12, the resolution would have been void.

9. TRUSTEES' POWERS

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

- 9.1 to appoint (and remove) any person, who may, or may not, be a Member and/or a Trustee, to act as Secretary in accordance with the Companies Acts;
- 9.2 to appoint (and remove) a Chairperson, Treasurer and other honorary officers from among their number;
- 9.3 to confer on any individual (with his or her consent) the honorary title of patron, president or vice-president of the Charity;
- 9.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees in accordance with any rules made in accordance with article 9.6;
- 9.5 to make standing orders consistent with the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy;
- 9.6 to make rules consistent with the Articles and the Companies Acts to govern their proceedings and proceedings of committees;
- 9.7 to make regulations consistent with the Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any);
- 9.8 to establish procedures to assist the resolution of disputes or differences within the Charity;
- 9.9 to exercise any powers of the Charity which are not reserved to the Members.

10. BENEFITS TO MEMBERS AND TRUSTEES

- 10.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members or the Trustees, but:
 - 10.1.1 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;

- 10.1.2 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
 - 10.1.3 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity;
 - 10.1.4 Members, Trustees and Connected Persons who are also beneficiaries may receive charitable benefits in that capacity; and
 - 10.1.5 Members, Trustees and Connected Persons may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 10.2 A Trustee or Connected Person must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:
- 10.2.1 as permitted by articles 4.17 (Indemnity Insurance), 10.1.2 (interest), 10.1.3 (rent), 10.1.4 (charitable benefits), 10.1.5 (trading and fundraising activities), or 10.3 (contractual payments);
 - 10.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs and costs relating to the care of dependants whilst on Charity business) actually incurred in the administration of the Charity;
 - 10.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 10.2.4 payment to any company in which a Trustee or Connected Person has no more than a 1 per cent shareholding; and
 - 10.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission and, if required, OSCR and CCNI, or written confirmation from the Commission and, if required, OSCR and CCNI that no such approval is required, in advance).
- 10.3 A Trustee or a Connected Person may enter into a contract with the Charity to supply goods or services (including services provided under a contract of employment with the Charity, subject to article 10.3.4, but excluding the service of acting as a Trustee) in return for a payment or other Material Benefit if:
- 10.3.1 the maximum amount of the remuneration is set out in a written agreement ("**Written Agreement**") between the

Trustee or Connected Person (as appropriate) and the Charity under which the Trustee or Connected Person is to provide the goods and/or services;

10.3.2 before entering into the Written Agreement, the Trustees are satisfied that:

- (a) the goods and/or services are actually required by the Charity;
- (b) the nature and level of the benefit is no more than reasonable in relation to the value of the goods and/or services and is set at a meeting of the Trustees in accordance with the procedure in article 10.5;
- (c) it would be in the interests of the Charity to enter into the Written Agreement;
- (d) the maximum amount of the remuneration is reasonable in the circumstances;

10.3.3 no more than a minority of the Trustees are interested in such a contract in any financial year, otherwise remunerated by the Charity, or connected with someone who is interested in such a contract or otherwise so remunerated; and

10.3.4 no more than one Trustee or Connected Person is party to a contract of employment with the Charity in any financial year (except in accordance with article 10.2.5).

10.4 Whenever a Trustee has a personal interest in a matter falling within articles 10.1, 10.2 or 10.3 which is to be discussed at a meeting of the Trustees or a committee, he or she must comply with the procedure in article 10.5.

10.5 Where this article applies, a Trustee must:

10.5.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;

10.5.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;

10.5.3 not be counted in the quorum for that part of the meeting; and

10.5.4 have no vote on the matter and be absent during the vote if so requested by the other Trustees.

11. CONFLICTS OF INTEREST

- 11.1 Trustees must avoid Conflicts of Interest and wherever a Conflict of Interest arises in a matter to be discussed at a meeting of the Trustees or a committee, a Conflicted Trustee must comply with the procedure set out in article 10.5.
- 11.2 Subject to article 10, if a Conflict of Interest matter is proposed to the Trustees, the Unconflicted Trustees may agree to:
 - 11.2.1 authorise that matter; or
 - 11.2.2 authorise a Conflicted Trustee to act in their ordinary capacity as a Trustee and carry out all their duties and powers as a Trustee in relation to that matter.
- 11.3 Where the Unconflicted Trustees consider an authorisation to act notwithstanding a Conflict of Interest, the Conflicted Trustee must comply with the procedure set out in article 10.5.

12. RECORDS AND ACCOUNTS

- 12.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit or Independent Examination of accounts and the preparation and transmission to the Companies House and the Commission of:
 - 12.1.1 annual returns;
 - 12.1.2 annual reports; and
 - 12.1.3 annual statements of account.
- 12.2 The Trustees must keep proper records of:
 - 12.2.1 all proceedings at general meetings, annual general meetings and all written resolutions of the Members;
 - 12.2.2 all proceedings at meetings of the Trustees and all written resolutions of the Trustees;
 - 12.2.3 all reports of committees; and
 - 12.2.4 all professional advice obtained.
- 12.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 12.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member.

13. NOTICES

- 13.1 Notices under the Articles may be delivered by hand, or sent by post or by suitable electronic means.
- 13.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.
- 13.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 13.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 13.3.2 two clear days after being sent by first class post to that address;
 - 13.3.3 three clear days after being sent by second class or overseas post to that address;
 - 13.3.4 on being handed to the Member personally; or, if earlier,
 - 13.3.5 as soon as the Member acknowledges actual receipt.
- 13.4 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.

14. AMENDMENTS

- 14.1 Subject to obtaining any necessary consent from the Charity Commission and OSCR and the CCNI, the Members may amend the Articles by Special Resolution.
- 14.2 The Secretary (if any) or the Trustees must send the amended Articles and the signed Special Resolution or a signed print of the Special Resolution which adopted the Articles to Companies House and a copy of the amended Articles to the Charity Commission (whether or not Charity Commission consent is required to the amendments), OSCR (if registered with OSCR), and the CCNI (if registered with the CCNI).
- 14.3 When amending the objects, the Secretary (if any) or the Trustees must file any relevant forms at Companies House at the same time as filing the Special Resolution and amended Articles.

15. DISSOLUTION

15.1 Subject to obtaining any necessary consent from OSCR, the Members may at any time before, and in expectation of, the Charity's dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

15.1.1 directly for the Objects;

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

15.1.3 to any charity or charities for use for particular purposes that fall within the Objects; or

15.1.4 in such other manner consistent with charitable status as the Commission approve in writing in advance.

15.2 Subject to any such resolution of the Members and any consent which may be required from OSCR, the Trustees may at any time before and in expectation of the Charity's dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Charity be applied or transferred:

15.2.1 directly for the Objects;

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

15.2.3 to any charity or charities for use for particular purposes that fall within the Objects; or

15.2.4 in such other manner consistent with charitable status as the Commission approve in writing in advance.

15.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members (except to a Member that is itself a charity).

16. MODEL ARTICLES

The Model Articles are excluded and do not apply to the Charity.

17. INTERPRETATION

In the Memorandum and in the Articles, unless the context indicates another meaning:

"AGM" means an annual general meeting of the Charity;

"Articles" means the Charity's articles of association;

"CCNI" means the Charity Commission for Northern Ireland

"Chairperson" means the chairperson of the Trustees;

"Charity" means the company governed by the Articles;

"Charities Act" means the Charities Act 2011;

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

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

- (a) the day on which the notice is given or deemed to be given;
and
- (b) the day of the meeting of other event;

"Commission" means the Charity Commission for England and Wales;

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006);

"Companies House" means the registrar of companies for England and Wales;

"Conflict of Interest" includes a conflict of interest and duty and a conflict of duties;

"Conflicted Trustee" means any Trustee who has a Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees;

"Connected Person" has the meaning given in section 188 of the Charities Act, and includes:

- (a) a child, step-child, parent, grandchild, grandparent, brother or sister of a Trustee;
- (b) the spouse or civil partner of a Trustee or any person listed in (a), (and/or any person living with a Trustee or any person listed in (a) as their husband, wife or civil partner);
- (c) a person carrying on business in partnership with a Trustee or any person listed in (a) or (b);
- (d) an institution which is controlled (whether directly or indirectly):
 - (i) by the Trustee or by any person falling within (a), (b), (c) or (e), or

- (ii) by two or more persons falling within (d)(i) when taken together;
- (e) a body corporate in which:
 - (i) the Trustee or any connected person falling within (a), (b), (c), (d) or (f) has a substantial interest, or
 - (ii) two or more persons falling within (e)(i) when taken together, have a substantial interest.
- (f) A Scottish partnership in which one or more of the partners is a Trustee, or a person falling within (a) or (b).

"Custodian" means a person or body who undertakes safe custody of assets or of documents or records relating to them;

"Financial Expert" means an individual, company or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

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

"Firm" includes a limited liability partnership and company;

"Indemnity Insurance" means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

"Independent Examination" means an examination of the Charity's accounts by an Independent Examiner;

"Independent Examiner" means an independent person who is reasonably believed by the Trustees to have the requisite ability and practical experience to carry out a competent examination of the Charity's accounts and who fulfils the requirements of the Charities Act;

"Material Benefit" means a benefit which may not be financial but has a monetary value;

"Member" and **"Membership"** refer to company membership of the Charity;

"Memorandum" means the Charity's Memorandum of Association;

"Model Articles" means the model articles contained in schedule 2 of the Companies (Model Articles) Regulations 2008;

"Nominee Company" means a corporate body registered or having an established place of business in England and Wales;

"Objects" means the Objects of the Charity as defined in article 4;

"OSCR" means the Office of the Scottish Charity Regulator;

"Secretary" means the company secretary of the Charity;

"Special Resolution" means a resolution of the Members which requires a majority of not less than 75% of the eligible Members in accordance with the Companies Acts for it to be passed.

"Taxable Trading" means carrying on a trade or business for the principal purpose of raising funds (and not for the purpose of carrying out the Objects), the profits of which are subject to corporation tax;

"Trustee" means a director of the Charity and **"Trustees"** means the directors;

"Unconflicted Trustee" means any Trustee who has no Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees;

"written" or **"in writing"** refers to a legible document on paper including a fax message or in electronic format;

"year" means calendar year.

17.2 Expressions defined in the Companies Acts have the same meaning in these Articles.

17.3 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.