

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **12694094**

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

THE ZANDRA RHODES CHARITABLE FOUNDATION

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 **24th June 2020**



* N12694094M *



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: **23/06/2020**

X97S4X7L

Company Name in full:

THE ZANDRA RHODES CHARITABLE FOUNDATION

I confirm that the proposed company name contains sensitive or restricted words or expressions and that approval, where appropriate, has been sought of a government department or other specified body and I attach a copy of their response

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

England and Wales

Registered Office:

Proposed Registered Office Address:

**79 BERMONDSEY STREET
LONDON
UNITED KINGDOM SE1 3XF**

Sic Codes:

**85590
91020**

Proposed Officers

Company Director 1

Type: **Person**

Full Forename(s): **BEVERLEY CARYL**

Surname: **HAYDON**

Service Address: **79 BERMONDSEY STREET
LONDON
UNITED KINGDOM SE1 3XF**

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

Date of Birth: ****/12/1943** **Nationality:** **BRITISH**

Occupation: **RETIRED**

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

Company Director **4**

Type: Person

Full Forename(s): MARTIN

Surname: CUMELLA

Service Address: **79 BERMONDSEY STREET**
LONDON
UNITED KINGDOM SE1 3XF

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

Date of Birth: ****/04/1950** *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): **ANDREW**

Surname: LOGAN

***Service Address:* 79 BERMONDSEY STREET
LONDON
UNITED KINGDOM SE1 3XF**

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

Date of Birth: ****/10/1945** *Nationality:* **BRITISH**

Occupation: ARTIST

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

Company Director **6**

Type: **Person**

Full Forename(s): **DAVID**

Surname: **REESON**

Service Address: **79 BERMONDSEY STREET
LONDON
UNITED KINGDOM SE1 3XF**

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

Date of Birth: ****/02/1947** **Nationality:** **BRITISH**

Occupation: **RETIRED**

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

Company Director **7**

Type: **Person**

Full Forename(s): **MARTIN**

Surname: **TOLHURST**

Service Address: **79 BERMONDSEY STREET
LONDON
UNITED KINGDOM SE1 3XF**

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

Date of Birth: ****/05/1951** **Nationality:** **BRITISH**

Occupation: **RETIRED**

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

Company Director **10**

Type: **Person**

Full Forename(s): **KERRY**

Surname: **TAYLOR**

Service Address: **79 BERMONDSEY STREET
LONDON
UNITED KINGDOM SE1 3XF**

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

Date of Birth: ****/12/1960** *Nationality:* **BRITISH**

Occupation: **AUCTIONEER/
FASHION
HISTORIAN**

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: **ZANDRA LINDSEY RHODES**

Address **79 BERMONDSEY STREET
LONDON
UNITED KINGDOM
SE1 3XF**

Amount Guaranteed **1.00**

Name: **MARTIN CUMELLA**

Address **79 BERMONDSEY STREET
LONDON
UNITED KINGDOM
SE1 3XF**

Amount Guaranteed **1.00**

Name: **BEVERLEY CARYL HAYDON**

Address **79 BERMONDSEY STREET
LONDON
UNITED KINGDOM
SE1 3XF**

Amount Guaranteed **1.00**

Name: **ANDREW LOGAN**

Address **79 BERMONDSEY STREET
LONDON
UNITED KINGDOM
SE1 3XF**

Amount Guaranteed **1.00**

Name: **DAVID REESON**

Address **79 BERMONDSEY STREET
LONDON
UNITED KINGDOM
SE1 3XF**

<i>Amount Guaranteed</i>	1.00
<i>Name:</i>	MARTIN TOLHURST
<i>Address</i>	79 BERMONDSEY STREET LONDON UNITED KINGDOM SE1 3XF
<i>Amount Guaranteed</i>	1.00
<i>Name:</i>	DEREK GLENISTER
<i>Address</i>	79 BERMONDSEY STREET LONDON UNITED KINGDOM SE1 3XF
<i>Amount Guaranteed</i>	1.00
<i>Name:</i>	LORNA ALISON GLENISTER
<i>Address</i>	79 BERMONDSEY STREET LONDON UNITED KINGDOM SE1 3XF
<i>Amount Guaranteed</i>	1.00
<i>Name:</i>	KERRY TAYLOR
<i>Address</i>	79 BERMONDSEY STREET LONDON UNITED KINGDOM SE1 3XF
<i>Amount Guaranteed</i>	1.00
<i>Name:</i>	DAVID SASSOON
<i>Address</i>	79 BERMONDSEY STREET LONDON UNITED KINGDOM SE1 3XF
<i>Amount Guaranteed</i>	1.00

Statement of Compliance

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

memorandum delivered by an agent for the subscriber(s): **YES**

Agent's Name: **COMPANY REGISTRATIONS ONLINE LIMITED**

Agent's Address: **CARPENTER COURT 1 MAPLE ROAD
BRAMHALL
STOCKPORT
UNITED KINGDOM
SK7 2DH**

Authorisation

Authoriser Designation: **agent**

Authenticated **YES**

Agent's Name: **COMPANY REGISTRATIONS ONLINE LIMITED**

Agent's Address: **CARPENTER COURT 1 MAPLE ROAD
BRAMHALL
STOCKPORT
UNITED KINGDOM
SK7 2DH**

COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION
OF
THE ZANDRA RHODES CHARITABLE FOUNDATION

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
BEVERLEY CARYL HAYDON	Authenticated Electronically
DAVID SASOON	Authenticated Electronically
ZANDRA LINDSEY RHODES	Authenticated Electronically
MARTIN CUMELLA	Authenticated Electronically
ANDREW LOGAN	Authenticated Electronically
DAVID REESON	Authenticated Electronically
MARTIN TOLHURST	Authenticated Electronically
DEREK GLENISTER	Authenticated Electronically
LORNA ALISON GLENISTER	Authenticated Electronically
KERRY TAYLOR	Authenticated Electronically

Date: 23 June 2020

ARTICLES OF ASSOCIATION

OF

THE ZANDRA RHODES CHARITABLE FOUNDATION

RUSSELL-COOKE | SOLICITORS

Charity and Social Business Team

2 Putney Hill

London

SW15 6AB

Tel: 020 8789 9111

www.russell-cooke.co.uk

THE COMPANIES ACT 2006

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION

OF

THE ZANDRA RHODES CHARITABLE FOUNDATION (the “Charity”)

1. Meaning of Words

- 1.1 In these Articles the following words will have the meanings shown opposite them, unless the context indicates another meaning:

Words	Meanings
“Articles”	these Articles of Association;
“Board”	the board of Trustees of the Charity, the members of which are the company directors and charity trustees;
“Board Appointment Meeting”	the first meeting of the Board in any calendar year
“Chair”	the Chair of the Board of Trustees or any person discharging the functions of the Chair;
“Charities Act”	the Charities Act 2011;
“Charity”	the company regulated by these Articles;
“Charity Commission”	the Charity Commission for England and Wales;
“Clear Days”	in relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates;

"Companies Act"	the Companies Acts (as defined in s.2 Companies Act 2006) in so far as they apply to the Charity;
"Connected Person"	for the purposes of Articles Error! Reference source not found. and Error! Reference source not found. has the meaning given to it in Article Error! Reference source not found. ;
"Material Benefit"	a benefit, direct or indirect, which may not be financial but has a monetary value;
"Member"	a company member of the Charity;
"Month"	calendar month;
"Objects"	the Objects of the Charity as defined in Article Error! Reference source not found. ;
"Office"	the registered office of the Charity;
"Ordinary Resolution"	a resolution agreed by a simple majority of the Members present and voting at a general meeting, or, in the case of a written resolution, by Members who together hold a simple majority of the voting rights;
"Regulations"	any rules, standing orders or regulations made in accordance with these Articles;
"Signed"	shall include such forms of authentication that are permitted by law;
"Special Resolution"	a resolution agreed by a 75% majority of Members present and voting at a general meeting, or, in the case of a written resolution, by Members who together hold 75% of the voting rights;
"Taxable Trading"	carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
"Trustees"	the directors of the Charity;
"United Kingdom"	Great Britain and Northern Ireland; and
"Written" or "in Writing"	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.

1.2 In these Articles:

- 1.2.1 The words "person" or "people" includes other charities, including charitable incorporated organisations, royal charter corporations, companies, trusts, societies or associations, government departments or statutory authorities and other individuals, corporations, partnerships or other incorporated or unincorporated bodies.
- 1.2.2 Apart from the words defined above, any words or expression defined in the Companies Act, or the Charities Act, will have the same meanings in these Articles, unless the context indicates another meaning.
- 1.2.3 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.
- 1.2.4 The words "include(s)", "including" or "in particular" are deemed to have the words "without limitation" following them. Where the context permits, the words "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them.

2. Registered Office

- 2.1 The registered office of the Charity will be in England and Wales.

3. Objects

- 3.1 The object of the Charity is to advance education in the art of fashion design and textiles for the public benefit, in particular but not exclusively by:
 - 3.1.1 preserving and making available for the public the work, art and garment and textile collections of Zandra Rhodes; and
 - 3.1.2 making grants to educational and arts institutions.

4. Powers

- 4.1 The Charity has the following powers which may be used only to promote the Objects:-

Acquisition, management and disposal of assets

- 4.1.1 to buy, take on lease, share, hire or otherwise acquire property of any sort;
- 4.1.2 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity, provided that, where applicable, the Charity, and its Trustees, comply with sections 117 to 123 of the Charities Act;

- 4.1.3 to borrow money and to charge the whole or any part of the property belonging to the Charity as security, provided that if the Charity wishes to mortgage land, the Charity and its Trustees comply with sections 124 to 126 of the Charities Act;
- 4.1.4 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;

Staff, agents and advisers

- 4.1.5 subject to Articles **Error! Reference source not found.** and **Error! Reference source not found.**, to employ and pay any employees and other staff, consultants, agents and advisers;
- 4.1.6 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;

Funding

- 4.1.7 to raise funds in any way including by way of contribution, grant, subscription, entering into contracts and carrying on trade (but not by means of Taxable Trading) and in its discretion to decline or disclaim any particular contribution;
- 4.1.8 to give or receive guarantees or indemnities;

Activities

- 4.1.9 to promote or undertake study or research and disseminate the useful results of such research;
- 4.1.10 to produce, print and publish anything in or on any media;
- 4.1.11 to provide grants, scholarships, awards or materials in kind and to provide or procure the provision of services, education, training, consultancy, advice, support, counselling or guidance;
- 4.1.12 to promote and advertise the Charity's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government or statutory authorities or other public bodies by undertaking campaigning;
- 4.1.13 to undertake the administration or management (whether as trustee, agent or otherwise) of any charitable trust;
- 4.1.14 to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;

Collaboration

- 4.1.15 to establish, promote and otherwise assist in any way any limited company or companies or other bodies, and to establish the same either as a wholly owned subsidiary of the Charity or jointly owned

with other persons and to finance such bodies by way of loan, share subscription, or other means;

- 4.1.16 to take control of, support, co-operate, federate, merge, join or amalgamate with any other persons;
- 4.1.17 to transfer to or to purchase or otherwise acquire from any person with or without consideration, any property, assets or liabilities, and to perform any of their engagements;
- 4.1.18 to co-operate and enter into any arrangements with any person;

Banking and Insurance

- 4.1.19 to open and operate bank accounts and other banking facilities including by using internet banking or other electronic authentication methods;
- 4.1.20 to insure any risks arising from the Charity's activities;
- 4.1.21 to purchase indemnity insurance for the Trustees in accordance with and to the extent permitted by the Charities Act;

Investment and Social Investment

- 4.1.22 to make social investments in accordance with Part 14 A of the Charities Act;
- 4.1.23 to invest in any investments, securities or properties;
- 4.1.24 to accumulate and set aside funds for special purposes or as reserves in accordance with a reserves policy;
- 4.1.25 to delegate upon such terms and at such reasonable remuneration as the Charity may think fit to an individual, company or firm authorised to give investment advice under the Financial Services and Markets Act 2000 ("the Managers") the management of investments (being assets capable of producing income which may also increase in capital value), provided that:-
 - (a) the delegated powers shall be exercisable only within clear policy guidelines set by the Trustees;
 - (b) the Managers are under an obligation to report promptly to the Trustees the performance of investments managed by them;
 - (c) the Trustees are entitled at any time to review, alter or terminate the delegation arrangement;
 - (d) the Trustees review the arrangements for delegation at intervals but so that any failure by the Charity to undertake such reviews shall not invalidate the delegation; and
 - (e) the Managers must not do anything outside the powers of the Charity.

- 4.1.26 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;

Other matters

- 4.1.27 to pay all the expenses and costs of establishing the Charity; and
- 4.1.28 to do anything else within the law which promotes or helps to promote the Objects.

5. Use of funds and property

- 5.1 No part of the Charity's funds or property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member except to any such Member that is a charity (as defined in the Charities Act 2011) with one or more charitable objects which is or are the same as or substantially similar to one or more objects of the Charity.
- 5.2 Nothing in this Article **Error! Reference source not found.** shall prevent a Member of the Charity or a Trustee receiving any benefit as a beneficiary (provided that such benefit shall be available in the same form to other beneficiaries who are not Trustees).

6. Permitted benefits

- 6.1 A Trustee or Connected Person must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity, except as set out in Articles **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.**
- 6.2 A Trustee or Connected Person may receive the following benefits from the Charity:
- 6.2.1 reasonable and proper remuneration for any goods or services actually rendered to the Charity or a subsidiary of the Charity (excluding the service of acting as a Trustee and services performed by a Trustee as an employee of the Charity), provided that:-
- (a) no more than half of the Trustees may be so remunerated in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee);
 - (b) no resolution to approve such remuneration to a Trustee shall be effective unless it is passed at a meeting of the Board of Trustees;
 - (c) a Trustee shall not vote on any resolutions relating to their remuneration (or relating to a Connected Person of a Trustee) and the procedure described in Article **Error! Reference source not found.** (Conflicts of Interest) must be followed in

considering the remuneration of the Trustee or a Connected Person and in relation to any other decisions regarding the remuneration authorised by this Article;

- (d) the remuneration or maximum remuneration payable to the Trustee or Connected Person shall be set out either in the resolution approving such remuneration or in a written agreement between the Trustee and the Charity; and
- (e) the Trustees are satisfied that the provision of services by that Trustee on the terms proposed are in the best interests of the Charity.

6.2.2 reasonable interest on the money lent by a Trustee or Connected Person to the Charity;

6.2.3 reasonable and proper payment to a company of which the Trustee or Connected Person does not hold more than 1% of the shares or voting power;

6.2.4 reasonable and proper rent for premises demised or let by any Trustee or Connected Person; or

6.2.5 any payment or benefit with the prior written approval of Court or the Charity Commission.

6.3 A Trustee may also receive the following from the Charity:

6.3.1 reasonable out-of-pocket expenses;

6.3.2 reasonable and proper premiums in respect of any Trustee indemnity insurance policy taken out pursuant to Article **Error! Reference source not found.** above; or

6.3.3 any payment to a Trustee under the indemnity provisions in these Articles.

6.4 A Trustee or Connected Person may only be employed by, or receive any Material Benefit from the Charity which is not otherwise authorised in this Article **Error! Reference source not found.**, if the remuneration, payment or benefit is authorised by the Court or the Charity Commission.

6.5 No Trustee shall vote on or be present during the discussion of, or the authorisation of, any decision in respect of matters set out in Article **Error! Reference source not found.** applicable to that Trustee or Connected Person except where it relates to the approval of the purchase of indemnity insurance pursuant to Article **Error! Reference source not found.** or the payment of an indemnity pursuant to Article **Error! Reference source not found.**, in each case where such payment is to be made to or for the benefit of a majority of the Trustees.

6.6 For the purposes of these Articles, a Trustee is deemed to be connected to:

6.6.1 any child, parent, grandchild, grandparent, brother or sister of the Trustee;

- 6.6.2 the spouse or civil partner of the Trustee or the spouse or civil partner of anyone falling within Article **Error! Reference source not found.**;
- 6.6.3 any person living with the Trustee as his or her partner or any other family member who is dependent or partially dependent on the Trustee; and
- 6.6.4 any firm or company in which the Trustee is: (i) a partner; (ii) an employee; (iii) a consultant; (iv) a director; or (v) a shareholder, unless the shares do not give him, or him together with any dependent, a substantial interest (as defined in s.352 Charities Act as being more than one-fifth of the shares or voting power of the relevant company).

7. Amendments to these Articles

- 7.1 No amendments may be made to these Articles which would cause the Charity to cease to be a charity in law.
- 7.2 Amendments may only be made to the following Articles, with the prior written consent of the Charity Commission:
 - 7.2.1 the Objects; or
 - 7.2.2 any provision relating to what happens to the Charity's property on winding up; or
 - 7.2.3 any provision which would provide for any benefit to be obtained by Trustees or persons connected with them.
- 7.3 The Charity shall inform the Charity Commission and Companies House of any alterations to the Articles.

8. Limited liability and guarantee

- 8.1 Each Member undertakes to pay £1 in the event of the Charity being wound up or dissolved while they are a Member or within one year after ceasing to be a Member, towards:-
 - 8.1.1 payment of the debts and liabilities of the Charity incurred before they ceased to be a Member;
 - 8.1.2 payment of the costs, charges and expenses of winding up; and
 - 8.1.3 adjustment of the rights of the contributories among themselves.
- 8.2 The liability of the Members is limited to £1.

9. Indemnity of Trustees

- 9.1 For the purposes of this Article **Error! Reference source not found.**, "Relevant Trustee" means any Trustee or former Trustee of the Charity.
- 9.2 Without prejudice to any indemnity to which a Relevant Trustee may otherwise be entitled, the Charity shall indemnify every Relevant Trustee out

of the assets of the Charity against all costs and liabilities incurred by the Relevant Trustee or officer in that capacity to the extent permitted by the Companies Act.

- 9.3 To the extent permitted by law, the Charity may provide funds to every Relevant Trustee to meet expenditure incurred or to be incurred by them in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by them as a Relevant Trustee, provided that they will be obliged to repay such amounts no later than:

9.3.1 if they are convicted in proceedings, the date when the conviction becomes final; or

9.3.2 if judgment is given against them in proceedings, the date when the judgment becomes final; or

9.3.3 if the court refuses to grant them relief on any application under the Companies Act, the date when refusal becomes final.

10. Conflicts of Interest

- 10.1 For the purposes of this Article **Error! Reference source not found.**, "Conflict of Interest" means any direct or indirect interest of a Trustee (whether personally or by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or may conflict with the interests of the Charity, because the Trustee or a Connected Person may receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity.

- 10.2 Subject to Article **Error! Reference source not found.**, whenever a Trustee is in a situation that gives rise to, or is reasonably likely to give rise to, a Conflict of Interest, the Trustee must:

10.2.1 fully declare the nature and extent of the interest before discussion begins on the matter,

10.2.2 withdraw from the meeting or discussion for that item, after providing any information requested by the other Trustees,

10.2.3 not be counted in the quorum for that part of the meeting or decision-making process,

10.2.4 be absent during the vote and have no vote on the matter, and

10.2.5 comply with any other requirement which the other Trustees resolve is necessary.

- 10.3 If any question arises as to whether a Trustee has a Conflict of Interest, the question must be decided by a majority decision of the other Trustees.

- 10.4 When any Trustee has a Conflict of Interest, the Trustees who do not have a Conflict of Interest (if they form a quorum without counting the Trustee and are satisfied that it is in the best interests of the Charity to do so) may by resolution passed in the absence of the Trustee permit the Trustee,

notwithstanding any Conflict of Interest which has arisen or may arise for the Trustee, to:

- 10.4.1 continue to participate in discussions leading to the making of a decision, or to vote, or both,
 - 10.4.2 disclose to a third party information confidential to the Charity,
 - 10.4.3 take any other action not otherwise authorised which does not involve the receipt by the Trustee (or a Connected Person) of any payment or Material Benefit from the Charity, or
 - 10.4.4 refrain from taking any step required to remove the conflict.
- 10.5 Where a Trustee has a Conflict of Interest which has been declared to the Trustees, the Trustee shall not be in breach of that Trustee's duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence, provided that a Trustee may not withhold information relating to a direct or indirect personal benefit for the Trustee.
- 10.6 The Trustees shall observe the other duties and rules in the Companies Act, and such other rules as the Board adopts, in relation to the management of Conflicts of Interest.
- 10.7 Nothing contained in this Article shall authorise a Trustee to receive any benefit not permitted elsewhere in these Articles.

MEMBERS AND MEMBERSHIP

11. Membership

11.1 Membership is open only to the Trustees. A Trustee shall automatically be admitted as a Member on being appointed as a Trustee; and cease to be a Member on ceasing to be a Trustee.

11.2 Membership is not transferrable.

12. Register of Members

12.1 The Charity shall maintain a register of Members with an entry for each Member showing the Member's name and address and the date on which the Member became a Member and ceased to be a Member. The register of members must be kept at the Office or at a single alternative inspection location.

12.2 The register must be made available for inspection:

12.2.1 by any Member without charge; and

12.2.2 by any other person within five working days of receiving a request that is for a proper purpose in accordance with the Companies Act, and subject to the payment of a fee at a level that is permitted by law.

13. Written Agreement to Resolution

13.1 Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term, Members may pass a written resolution without a meeting being held, provided that:

13.1.1 it is in Writing;

13.1.2 a copy of the proposed resolution has been sent to every eligible Member;

13.1.3 in the case of a Special Resolution it must be stated on the resolution that it is a Special Resolution, and it must be Signed by at least 75 per cent. of Members entitled to receive notice of and to attend general meetings;

13.1.4 in the case of an Ordinary Resolution it must be Signed by a majority of Members entitled to receive notice of and to attend general meetings; and

13.1.5 it is contained in a document which has been received at the Office within the period of 28 days beginning with the circulation date.

13.2 A written resolution may consist of two or more documents in identical form Signed by Members and is passed when the required majority of eligible Members have signified their agreement to it.

14. General Meetings

14.1 Subject to the provisions of the Companies Act, the Company shall dispense with the holding of general meetings. The Company shall pass resolutions by means of written resolutions.

- 14.2 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an Ordinary or a Special Resolution) is as valid as an equivalent resolution passed at a general meeting.
- 14.3 Where the Act requires or the Members request a meeting to be held, the provisions of the model articles contained in the Companies (Model Articles) Regulations (SI 2008/3229), as amended from time to time, relating to the holding of meetings for private companies limited by guarantee shall apply.

BOARD OF TRUSTEES

15. Powers of the Board

- 15.1 The business of the Charity is managed by the Board, which may use all the powers of the Charity that are not, by the Companies Act or by these Articles, reserved to the Members or to them in their capacity as Members.

16. Composition of the Board

- 16.1 The Board consists of no fewer than 5 and no more than 12 persons.
- 16.2 The Charity must always have a minimum of three Trustees. No person under the age of 16 may be appointed as a Trustee.
- 16.3 Trustees may be appointed by a resolution of the Board.

17. Retirement of members of the Board

- 17.1 At the third Board Appointment Meeting after their last appointment a Trustee shall retire. They shall be eligible for re-appointment without limit.

For the purposes of this Article **Error! Reference source not found.** a “year” shall mean a complete period of service between two Board Appointment Meetings.

18. Disqualification, resignation and removal of Trustees

- 18.1 A Trustee shall cease to be a Trustee if the Trustee:-
- 18.1.1 becomes bankrupt or makes any arrangement or composition with their creditors;
 - 18.1.2 is disqualified by law from serving as a company director unless there is an appropriate exception in place;
 - 18.1.3 is disqualified by law from serving as a charity trustee unless a waiver has been granted;
 - 18.1.4 is considered by the Board to have become incapable, whether mentally or physically, of managing their own affairs and a majority of the other Trustees resolve that they must cease to hold office;
 - 18.1.5 resigns by notice in Writing to the Trustees (but only if at least three Trustees will remain in office when the resignation is to take effect);
 - 18.1.6 breaches his or her duties under the Companies Act and in particular the duties for the proper management of conflicts of interest and the Board resolves to remove him by a resolution by 75 per cent. of the other Trustees present and voting at a meeting and that prior to such a meeting the Trustee in question has been given written notice of the intention to propose such a resolution at the meeting;
 - 18.1.7 is removed from office by a resolution of at least 75 per cent. of the other Trustees present and voting at a Board meeting provided:

- (a) at least half of the serving Trustees are present at the meeting; and
- (b) that prior written notice of meeting and the intention to propose such a resolution has been given to the Trustee in question; or

18.1.8 dies.

19. Notification of change of Trustees

- 19.1 All appointments, retirements or removals of Trustees and the Company Secretary (if any) must be notified to the Registrar of Companies and the Charity Commission.

DECISION-MAKING BY THE TRUSTEES

20. Meetings of the Board

- 20.1 The Board may meet, adjourn and run its meetings as it wishes, subject to these Articles and the Companies Act.

21. Calling a meeting

- 21.1 The Charity, if requested by the Chair or any three Trustees must call a meeting of the Board.

22. Participation in meetings

- 22.1 Board meetings may be held in person, by telephone, or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.

23. Quorum for Board meetings

- 23.1 The quorum for a Board meeting is at least three or one third of the Trustees (if greater).
- 23.2 A Trustee shall not be counted in the quorum at a meeting in relation to a resolution on which he is not entitled to vote.

24. Chair of Board meetings

- 24.1 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each Board meeting.

25. Voting

- 25.1 Matters for decision at any meeting must be decided by a majority of votes and each Trustee has one vote (including the Chair).
- 25.2 If the votes are equal, the Chair has a second or casting vote.

26. Resolutions in Writing without a Board meeting

- 26.1 A resolution in Writing Signed by two thirds of the Trustees is as valid as if it had been passed at a properly held meeting of the Board. The resolution may consist of several documents in the same form Signed by one or more of the Trustees.

27. Officers of the Board

- 27.1 The Trustees may appoint or remove the Chair or any other officers that it wishes. Officers shall be appointed from among the Trustees, with the exception of the company secretary who may but need not be a Trustee.

28. Board's right to act despite vacancies

28.1 The Board may act despite any vacancy on the Board, but if the number of Trustees falls below the number fixed as the quorum, it may act only to appoint further Trustees.

29. Validity of acts done at meetings

29.1 If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee, anything done before the discovery is valid.

DELEGATION BY THE BOARD AND COMMITTEES

30. Delegation by the Board

30.1 Subject to the Articles, the Trustees may delegate any of the powers which are conferred on them under the Articles—

30.1.1 to such person or committee;

30.1.2 by such means (including by power of attorney);

30.1.3 to such an extent;

30.1.4 in relation to such matters; and

30.1.5 on such terms and conditions;

as they think fit.

30.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom, or committee to which, they are delegated.

30.3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

ADMINISTRATIVE MATTERS

31. Appointment and Removal of a Company Secretary

- 31.1 The Board may (but need not) appoint and remove a Company Secretary in accordance with the Companies Act and may decide his period of office, pay and any conditions of service.

32. Appointment of Reporting Accountants or Auditors

- 32.1 The Charity must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Charity's income or assets from time to time makes this a legal requirement.

33. Honorary Officers

- 33.1 The Board may appoint and remove any person for such terms as they think fit as the President or Patron of the Charity. Such posts are honorary only and carry no vote or other rights.

34. Records

- 34.1 The Board must keep records of:-

34.1.1 all proceedings at Board meetings (including the names of the Trustees present);

34.1.2 all written resolutions

34.1.3 all reports of committees

34.1.4 all proceedings at general meetings; and

34.1.5 all professional advice received.

- 34.2 Board minutes must be kept for a minimum of 10 years from the date of the meeting.

35. Articles, accounts and other statutory records

- 35.1 The Accounts, the Articles and any Regulations must be kept at the Office or at a single alternative inspection location decided by the Board.

- 35.2 The Articles and any Regulations must be available for inspection by the Members of the Charity and any Member who requests a copy of the Articles must be sent a copy.

- 35.3 The Accounts must always be open to inspection by Trustees.

36. Accounts and returns

- 36.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit or examination of Accounts and the preparation of Accounts, and annual reports and returns.
- 36.2 The Board must, for each financial year, send a copy of its annual Accounts and reports (or if applicable summary financial statements) to every person who is entitled to receive notice of general meetings at the same time as they file the Accounts with Companies House, within 9 months of the end of the Charity's financial year.
- 36.3 Copies need not be sent to a person for whom the Charity does not have a current address (as defined in the Companies Act).
- 36.4 To the extent required by law, the Board must file the Accounts and reports (or summary financial statements) with Companies House within 9 months of the end of the Charity's financial year or within any other deadlines specified by law.
- 36.5 The Board must file with the Charity Commission the Accounts and reports (or summary financial statements) and all annual returns and other documents that are required to be filed, within 10 months of the end of the Charity's financial year or any other deadlines specified by the Charity Commission.

37. Service of Notices

- 37.1 The Charity may provide notices, accounts or other documents to any Member either:
- 37.1.1 in person; or
 - 37.1.2 by hand-delivery or ordinary post to the Member's registered address; or
 - 37.1.3 if the Member has provided the Charity with an email address, by email to that address (subject to the Member having consented to receipt of the notice, documents or accounts in this way).
- 37.2 If a Member lacks a registered postal address within the United Kingdom, the notice, accounts or documents may be sent to any postal address within the United Kingdom which the Member has provided to the Charity for that purpose, or in accordance with the other methods set out in Article **Error! Reference source not found.**
- 37.3 If a notice, accounts or other documents are sent by post, they will be treated as having been served by the Charity correctly addressing, pre-paying and posting a sealed envelope containing them. If sent by email they will be treated as properly sent if the Charity receives no indication that they have not been received.
- 37.4 Any notice or other document sent in accordance with these Articles is to be treated as having been received:

37.4.1 if sent by post, 48 hours after the envelope containing them was posted if posted by first class post and 72 hours after posting if posted by second class post or overseas post;

37.4.2 if sent by email, 24 hours after having been properly sent; or

37.4.3 immediately on being handed to the recipient personally.

37.5 The Charity may assume that any e-mail address provided to it by a Member remains valid unless the Member informs the Charity that it is not.

38. Irregularities

38.1 The making of any decision, or the proceedings at any meeting of the Trustees, Members or a committee shall not be invalidated by reason of:

38.1.1 any accidental informality or irregularity (including any accidental omission to give, or any non-receipt of, notice,) or

38.1.2 the lack of qualification in any of the persons present and voting,

unless a provision of the Companies Act specifies that the informality, irregularity or lack of qualification shall exclude it.

39. Regulations

39.1 The Board may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a Special Resolution. No regulation may be made which invalidates any prior act of the Board which would otherwise have been valid.

40. Winding-up of the Charity

40.1 If the Charity is wound-up or dissolved, and there remains any assets after all debts and liabilities have been met, the assets must be applied in one or more of the following ways:

40.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as, or similar to the Objects; or

40.1.2 directly for the Objects or for exclusively charitable purposes which are within or similar to the Objects.

40.2 The recipient(s) of the remaining assets of the Charity shall be chosen by the Trustees at or before the time of winding-up or dissolution.