

FILE COPY



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

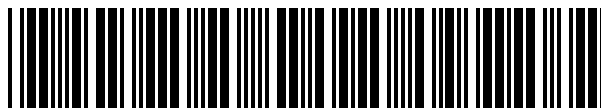
Company Number **13309327**

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

NATIONAL TUTORING 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 **1st April 2021**



N13309327F



Companies House



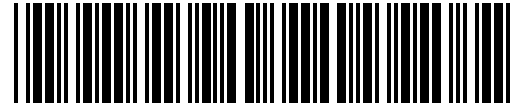
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01(ef)

Application to register a company



Received for filing in Electronic Format on the: **01/04/2021**

XA1J761F

Company Name in full:

NATIONAL TUTORING 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 Registered Office:

England and Wales

Proposed Registered Office Address:

**STONE KING LLP BOUNDARY HOUSE
91 CHARTERHOUSE STREET
LONDON
UNITED KINGDOM EC1M 6HR**

Sic Codes:

85600

Proposed Officers

Company Director 1

Type: **Person**
Full Forename(s): **MR GRAHAM CLIVE**
Surname: **ELTON**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/03/1963** *Nationality:* **BRITISH**
Occupation: **MANAGEMENT CONSULTANT**

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

Company Director 2

Type: **Person**
Full Forename(s): **MRS CHRISTINE BRIDGET**
Surname: **GILBERT**
Former Names: **MCGINTY**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/12/1949** *Nationality:* **BRITISH**
Occupation: **EDUCATION ADVISER**

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

Company Director 3

Type:	Person
Full Forename(s):	DR REBECCA JANE
Surname:	FRANCIS
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/11/1969** *Nationality:* **BRITISH**
Occupation: **CHARITY CHIEF EXECUTIVE**

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

Company Director 4

Type:	Person
Full Forename(s):	MS SONIA ELAINE
Surname:	THOMPSON
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/07/1969** *Nationality:* **BRITISH**
Occupation: **HEADTEACHER**

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.

<i>Name:</i>	GRAHAM CLIVE ELTON
<i>Address</i>	STONE KING LLP BOUNDARY HOUSE 91 CHARTERHOUSE STREET LONDON EC1M 6HR
<i>Amount Guaranteed</i>	GBP1
<i>Name:</i>	CHRISTINE BRIDGET GILBERT
<i>Address</i>	STONE KING LLP BOUNDARY HOUSE 91 CHARTERHOUSE STREET LONDON EC1M 6HR
<i>Amount Guaranteed</i>	GBP1
<i>Name:</i>	REBECCA JANE FRANCIS
<i>Address</i>	STONE KING LLP BOUNDARY HOUSE 91 CHARTERHOUSE STREET LONDON EC1M 6HR
<i>Amount Guaranteed</i>	GBP1
<i>Name:</i>	SONIA ELAINE THOMPSON
<i>Address</i>	STONE KING LLP BOUNDARY HOUSE 91 CHARTERHOUSE STREET LONDON EC1M 6HR
<i>Amount Guaranteed</i>	GBP1

Statement of Compliance

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

<i>Name:</i>	GRAHAM CLIVE ELTON
<i>Authenticated</i>	YES
<i>Name:</i>	CHRISTINE BRIDGET GILBERT
<i>Authenticated</i>	YES
<i>Name:</i>	REBECCA JANE FRANCIS
<i>Authenticated</i>	YES
<i>Name:</i>	SONIA ELAINE THOMPSON
<i>Authenticated</i>	YES

Authorisation

<i>Authoriser Designation:</i>	subscriber	<i>Authenticated</i>	YES
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COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

National Tutoring 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 by each subscriber
Mr Graham Clive Elton	Mr Graham Clive Elton
Mrs Christine Bridget Gilbert	Mrs Christine Bridget Gilbert
Dr Rebecca Jane Francis	Dr Rebecca Jane Francis
Ms Sonia Elaine Thompson	Ms Sonia Elaine Thompson

Dated 1/4/2021

The Companies Act 2006
Company Limited by Guarantee
and not having a Share Capital

Articles of Association
of
National Tutoring Foundation

THE COMPANIES ACT 2006

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION OF NATIONAL TUTORING FOUNDATION

1 NAME

- 1.1 The name of the company is National Tutoring Foundation (the “**Charity**”) or such name as shall be stated in any certificate of incorporation on change of name for the Charity issued by Companies House from time to time.

2 REGISTERED OFFICE

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

3 OBJECTS

- 3.1 The objects of the Charity are the advancement of education for the benefit of the public, in particular but not exclusively by improving access to tutoring and academic mentoring to improve the life opportunities and address low educational attainment of disadvantaged children and young people in particular.

(the “Objects”).

- 3.2 Nothing in these 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.
- 3.3 This Article 3 may be amended by special resolution but only with the prior written consent of the Commission.

4 POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 to make grants or loans of money and to give guarantees, including to enable subsidised tutoring and academic mentoring to be provided to schools and other education providers;
- 4.2 to support schools and other education providers in accessing and delivering tutoring and academic mentoring effectively;
- 4.3 to support the delivery of tutoring and mentoring services by tutoring and academic mentoring providers;
- 4.4 to co-operate, collaborate and exchange information and advice with and facilitate engagement between other bodies, in particular but not limited to other charities, education providers, the Department for Education and local authorities;
- 4.5 to provide advice or information;
- 4.6 to carry out campaigning and advocacy, provided that the Trustees are satisfied that any proposed campaigning and advocacy will further the Objects to an extent justified by the resources committed and that such activity is not the dominant means by which the Charity promotes the Objects;

- 4.7 to carry out and support the carrying out of research and to publish and distribute the useful results, including evidenced based research on tutoring and academic mentoring services;
- 4.8 to print, publish, issue, distribute and commission papers, periodicals, books, circulars, pamphlets, leaflets, journals, films, tapes and other instructional matter on any media;
- 4.9 to advertise in such manner as may be thought expedient;
- 4.10 to support, administer or set up other charities or to establish charitable trusts for any particular purposes of the Charity and to act as trustee of any charity or special charitable trust whether established by the Charity or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its Objects;
- 4.11 to accept gifts, to raise funds (including by issuing debt instruments but not by means of Taxable Trading) and to carry on trade in the course of carrying out the Objects and in its discretion to disclaim any particular contribution;
- 4.12 to receive and administer bequests and donations;
- 4.13 to borrow money (including for the purposes of investment) and give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act) including entering into any related derivative arrangement, but only where the derivative arrangement is:
 - 4.13.1 ancillary to the transaction;
 - 4.13.2 an integral part of managing the Charity's debt entered into in order to manage risk association with the transaction; and
 - 4.13.3 not a purely speculative transaction;
- 4.14 to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
- 4.15 to sell, lease or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.16 to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;
- 4.17 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) provided that the Charity shall have power to retain any investments donated to it;
- 4.18 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.18.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 4.18.2 timely reports of all transactions are provided to the Trustees;
 - 4.18.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.18.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.18.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.18.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 4.18.7 the Financial Expert must not do anything outside the powers of the Trustees;

- 4.19 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.20 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.21 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.22 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 4.23 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.24 to enter into contracts to provide services to or on behalf of other bodies;
- 4.25 to establish, hold shares in, or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects;
- 4.26 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity; and
- 4.27 to do anything else within the law which promotes, helps to promote or is conducive or incidental to the promotion of the Objects.

5 BENEFITS AND CONFLICTS FOR MEMBERS TRUSTEES AND CONNECTED PERSONS

- 5.1 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.
- 5.2 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to the Members. This shall not prevent any payments in good faith by the Charity under Article 5.3.
- 5.3 Subject to compliance with Article 5.6, Members, Trustees and Connected Persons:
 - 5.3.1 may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.3.2 may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - 5.3.3 who are beneficiaries may receive charitable benefits in that capacity on the same terms as any other members of the beneficial class; and
 - 5.3.4 may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 5.4 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 5.4.1 as mentioned in Articles 4.22, 5.3 or 5.5;
 - 5.4.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 5.4.3 an indemnity pursuant to Article 15 in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 5.4.4 payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or
 - 5.4.5 in exceptional cases, other payments or benefits but only with:

- (a) the written consent of the Commission in advance where required under the Charities Act; and
 - (b) the approval or affirmation of the Members where required under the Act.
- 5.5 No Trustee, or Connected Person, may be employed by the Charity except in accordance with Article 5.4.5, but any Trustee or Connected Person may enter into a contract with the Charity, as permitted by the Charities Act to supply goods or services to the Charity in return for a payment or other material benefit but only if:
 - 5.5.1 the contract is in writing and states the maximum to be paid by the Charity;
 - 5.5.2 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - 5.5.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services;
 - 5.5.4 no more than a minority of the Trustees are subject to such a contract in any financial year; and
 - 5.5.5 the Trustee has complied with the procedure set out in Article 5.6.
- 5.6 Subject to Article 5.7, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
 - 5.6.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - 5.6.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 5.6.3 not be counted in the quorum for that part of the meeting; and
 - 5.6.4 be absent during the vote and have no vote on the matter.
- 5.7 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum 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 Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:
 - 5.7.1 to continue to participate in discussions leading to the making of a decision and to vote, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit; or
 - 5.7.2 to disclose information confidential to the Charity to a third party; or
 - 5.7.3 to take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit.
- 5.8 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 5.6 and then withholds such confidential information from the Charity.
- 5.9 For any transaction or arrangement authorised under Articles 5.3, 5.4 or 5.5 the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 5.6 have been followed.
- 5.10 This Article 5 may be amended by special resolution provided that where the result would be to authorise a benefit to a Trustee, Member or Connected Person which was not previously

authorised under the Articles, it may only be amended with the prior written consent of the Commission.

6 MEMBERSHIP

- 6.1 The Charity must maintain a register of the names and addresses of the Members.
- 6.2 The first Members of the Charity shall be the subscribers to the Memorandum.
- 6.3 Subsequent Members of the Charity shall be the Trustees. Members shall cease to be a Member on ceasing to be a Trustee.
- 6.4 Membership of the Charity is not transferable.
- 6.5 The Trustees may establish different classes of Membership and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed “members”) and set out their respective rights and obligations.

7 LIABILITY OF MEMBERS AND GUARANTEE

The liability of each Member is limited to a sum not exceeding £1, 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 or she is a Member or within one year after he, she or it ceases to be a Member for:

- 7.1.1 payment of those debts and liabilities of the Charity incurred before he, she or it ceased to be a Member;
- 7.1.2 payment of the costs, charges and expenses of winding up the Charity; and
- 7.1.3 the adjustment of rights of contributors among themselves.

8 GENERAL MEETINGS OF MEMBERS

8.1 Attendance

- 8.1.1 Members are entitled to attend general meetings.
- 8.1.2 A Secretary shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any general meeting.
- 8.1.3 Nothing in these Articles is to be taken to preclude the holding and conducting of a general meeting by such suitable Electronic Means as the Trustees may decide which provide for all Members who are not present together at the same place to be able to communicate with all the other participants simultaneously, to speak and to vote during the general meeting.

8.2 Notice

- 8.2.1 A general meeting may be called at any time by the Trustees and must be called on a request from at least five percent of the Members having the right to vote at general meetings of the Charity if the request is issued in accordance with the Act.
- 8.2.2 Subject to Article 8.2.3, general meetings are called on at least 14 Clear Days' notice (unless the Act requires a longer notice period) specifying:
 - (a) the time, date and place of the meeting;
 - (b) the general nature of the business to be transacted;
 - (c) the terms of any proposed special resolution; and
 - (d) notifying Members of their right to appoint a proxy under section 324 of the Act and Article 8.7.
- 8.2.3 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.

8.2.4 Notice of general meetings should be given to every Member and Trustee, and to the Charity's auditors.

8.2.5 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

8.3 Quorum

8.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person or by proxy and entitled to vote upon the business to be transacted is two or the number nearest to one-third of the total Membership, whichever is the greater.

8.3.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.

8.4 Chair of the Meeting

8.4.1 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee elected by the board of Trustees presides at a general meeting.

8.4.2 If no Trustee is willing to act as Chair, or if no Trustee is present within ten minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be Chair. Save that a proxy who is not a Member entitled to vote shall not be entitled to be appointed as chair.

8.5 Adjournment

The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. If the meeting is adjourned for less than fourteen days it shall not be necessary to give any such notice.

8.6 Voting General

8.6.1 Except where otherwise provided by the Articles or the Act, every issue is decided by an ordinary resolution.

8.6.2 Votes may be given either personally or by proxy in accordance with the provisions of Article 8.7.

8.6.3 Every Member who is present in person or by proxy shall have one vote, unless the proxy is a Member in their own right entitled to vote in which case they shall be entitled to a vote in their own right and a vote as a proxy.

8.6.4 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.

8.7 Proxy Voting

8.7.1 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Trustees which shall without limitation:

- (a) state the name and address of the Member appointing the proxy;
- (b) identify the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
- (c) be executed by or on behalf of the Member appointing the proxy; and
- (d) be delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.

8.7.2 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may:

- (a) in the case of an instrument in Hard Copy Form be deposited at the Charity's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:
 - (i) in the notice convening the meeting, or
 - (ii) in any instrument of proxy sent out by the Charity in relation to the meeting, or
 - (iii) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Charity in relation to the meeting,

be received at such address not less than 48 hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

8.7.3 An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is received by the Charity at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote to which it relates is given.

8.7.4 A vote given by proxy shall be valid notwithstanding the previous determination of the authority of the person voting unless notice of the determination was effective in accordance with Article 8.7.3.

8.8 **Written Resolutions**

Subject to the provisions of the Act:

8.8.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.

8.8.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution.

- 8.8.3 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.
- 8.8.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.
- 8.8.5 A Member indicates his or her agreement to a written resolution when the Charity receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:
 - (a) by the Member's signature if the document is in Hard Copy Form; or
 - (b) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Charity, accompanied by a statement of the Member's identity which the Charity has no reason to doubt, if the document is in Electronic Form.
- 8.8.6 A written resolution lapses if the required number of agreements has not been obtained by 28 days beginning with the Circulation Date of the resolution.

9 THE TRUSTEES

- 9.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 9.2 The first Trustees shall be the subscribers to the Memorandum. Subsequent Trustees shall be appointed by the Trustees for terms of three years. No one may be appointed as a Trustee if he or she would be disqualified from acting under the provisions of Article 9.7.
- 9.3 The Charity shall have no fewer than three and no more than eleven trustees.
- 9.4 Every Trustee must sign a declaration of willingness to act as a Charity Trustee and a Member of the Charity before he or she is eligible to act or vote at any meeting of the Trustees or Members.
- 9.5 At each First Trustee meeting:
 - 9.5.1 one-third or the number nearest one-third of the Trustees must retire, subject to Article 9.5.2, with those longest in office retiring first provided always that where relevant, the choice between any Trustees of equal service to retire shall be made by drawing lots. If a Trustee is required to retire at a First Trustee Meeting by a provision of these Articles the retirement shall take effect upon the conclusion of the meeting;
 - 9.5.2 in the event that one or more Trustees have retired since the preceding First Trustee Meeting (or, in the case of retirement at the first First Trustee Meeting, since the incorporation of the Charity), the number of Trustees to retire shall be one third less the number of such Trustees who have retired.
- 9.6 A retiring Trustee shall be eligible for re-appointment for consecutive periods not exceeding in aggregate nine years from the date of his or her original appointment but thereafter a Trustee shall not be eligible for re-appointment until one year after his or her retirement. In this Article a 'year' means the period between one First Trustee Meeting and the next.
- 9.7 A Trustee's term of office automatically terminates if:
 - 9.7.1 he or she dies;
 - 9.7.2 he or she is disqualified under the Charities Act from acting as a Charity Trustee;
 - 9.7.3 a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;

- 9.7.4 he or she is absent without permission of the Trustees from three consecutive meetings and a majority of the other Trustees resolve that he or she be removed;
 - 9.7.5 he or she ceases to be a Member;
 - 9.7.6 he or she resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
 - 9.7.7 he or she is removed by resolution passed by the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 9.8 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or (subject to Article 9.3) as an additional Trustee, but a co-opted Trustee holds office only until for one year.
- 9.9 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.
- 9.10 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.

10 PROCEEDINGS OF TRUSTEES

- 10.1 The Trustees must hold at least three meetings each year.
- 10.2 The Chair may at any time, and two Trustees jointly may at any time, call a meeting of the Trustees.
- 10.3 Notice of every meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.
- 10.4 A quorum at a meeting of the Trustees is two or the number nearest to one-third of the total number of Trustees, whichever is the greater, excluding any Conflicted Trustee who has not been authorised to participate in discussions or a vote under Article 5.7.
- 10.5 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously but at least one meeting in each year must be held in person where reasonably practicable.
- 10.6 The Chair or (if the Chair is unable or unwilling to do so or not present within ten minutes after the time appointed for the meeting) some other Trustee chosen by the Trustees present presides at each meeting.
- 10.7 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by a simple majority of the Trustees (other than any Conflicted Trustee who has not been authorised to vote under Article 5.7) is as valid as a resolution passed at a meeting provided that:
- 10.7.1 a copy of the resolution is sent to or submitted to all the Trustees eligible to vote; and
 - 10.7.2 a simple majority of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Charity's registered office within the period of 28 days beginning with the circulation date.

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.

- 10.8 Except for the Chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.

10.9 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared; and a Trustee must comply with the requirements of Article 5.

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

11 POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

11.1 to appoint (and remove) any Member (who may be a Trustee) to act as Secretary to the Charity

11.2 to appoint (and remove) a Chair, Secretary, treasurer and other honorary officers from among their number on such terms as they shall think fit;

11.3 to invite observers to attend meetings of the Trustees, and to pay their reasonable expenses out of the Charity's funds. For the avoidance of doubt, such observers are not Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when the Trustees vote on a matter;

11.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees). The Trustees may:

11.4.1 impose conditions when delegating, including the conditions that:

(a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;

(b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees;

11.4.2 revoke or alter a delegation;

11.5 to delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including the payment of a salary) as they think fit;

11.6 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;

11.7 to make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity. Such rules or bye laws may regulate the following matters but are not restricted to them:

11.7.1 the admission of Members (including the admission of organisations to membership) and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;

11.7.2 the conduct of Members in relation to one another and to the Charity's employees and volunteers;

11.7.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;

11.7.4 the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or these Articles;

11.7.5 generally, all such matters as are commonly the subject matter of company rules;

provided that:

- 11.7.6 the Charity in general meeting has the power to alter, add to or repeal the rules or bye laws;
- 11.7.7 the Trustees adopt such means as they think sufficient to bring the rules and bye laws to the notice of the Members;
- 11.7.8 no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles;

and

- 11.7.9 the rules or bye laws shall be binding on all Members;

11.8 to establish procedures to assist the resolution of disputes within the Charity; and

11.9 to exercise any powers of the Charity which are not reserved to the Members.

12 RECORDS & ACCOUNTS

12.1 The Trustees must comply with the requirements of the 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 Registrar of Companies and the Commission of:

- 12.1.1 annual reports;
- 12.1.2 annual returns; and
- 12.1.3 annual statements of account.

12.2 The Trustees must keep records of:

- 12.2.1 all proceedings at general meetings;
- 12.2.2 all proceedings at meetings 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 reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

12.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

13 MEANS OF COMMUNICATION TO BE USED

(In this Article "Document" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

13.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form.

13.2 A Document may be:

13.3 delivered by hand and is treated as being delivered at the time it is handed to or left for the Member;

13.4 sent by post or other delivery service not referred to below and is treated as being delivered:

- 13.4.1 48 hours after it was posted, if first class post was used; or

13.4.2 72 hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:

13.4.3 properly addressed; and

13.4.4 put into the post system or given to delivery agents with postage or delivery paid;

13.5 (other than a guarantee certificate) sent by fax and is treated as being delivered 48 hours after it was sent; or

13.6 (other than a guarantee certificate) sent by electronic mail, provided that the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked, and is treated as being delivered at the time it was sent.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

13.7 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.

13.8 A Member present in person, or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.

13.9 A Member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

14 EXCLUSION OF MODEL ARTICLES

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008) are hereby expressly excluded.

15 INDEMNITY

15.1 The Charity shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.

15.2 In this Article a "Trustee" means any Trustee or former Trustee of the Charity.

15.3 The Charity may indemnify an auditor against any liability incurred by him or her:

15.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or

15.3.2 in connection with an application under section 1157 of the Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

16 DISSOLUTION

16.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways as the Trustees may decide:

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

- 16.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or
- 16.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.
- 16.2 A final report and statement of account must be sent to the Commission.
- 16.3 This Article may not be amended without the prior written consent of the Commission.

17 INTERPRETATION

- 17.1 References to an act of parliament are references to that act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 17.2 In these Articles expressions not otherwise defined which are defined in the Act have the same meaning.
- 17.3 In these Articles words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 17.4 In these Articles:

“Act”	means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity;
“Address”	Means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity;
“these Articles”	means these articles of association;
“Chair”	means the Trustee appointed by the Trustees to act as Chair under Article 11.2;
“the Charities Act”	means the Charities Act 2011
“Charity Trustee”	has the meaning prescribed by section 177 of the Charities Act;
“Circulation Date”	has the meaning prescribed by section 290 of the Act;
“Clear Day”	in relation to the period of notice means a period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
“the Commission”	means the Charity Commission for England and Wales or any body which replaces it;
“Conflicted Trustee”	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to 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;

“Connected Person”	means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act;
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
“Electronic Form” and “Electronic Means”	have the meanings respectively prescribed to them in the Act;
“Eligible Member”	has the meaning prescribed by the Companies Act 2006;
“executed”	includes any mode of execution;
“Financial Expert”	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
“firm”	includes Limited Liability Partnership;
“First Trustee Meeting”	means the first Trustee meeting to be held in each financial year of the Charity, except for the Charity’s first financial year;
“Hard Copy Form”	has the meaning prescribed by the Companies Act 2006;
“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 act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
“material benefit”	means a benefit, direct or indirect, which may not be financial but has monetary value
“Member” and “Membership”	refer to company membership of the Charity;
“Memorandum”	means the Charity’s memorandum of association;
“month”	means calendar month;
“Objects”	“Objects” means the Objects of the Charity as defined in Article 3;
“Secretary”	means any person appointed to perform the duties of the secretary of the Charity;
“Taxable Trading”	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

“Trustee”	means a director of the Charity and “Trustees” means the directors;
“written” or “in 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, without limitation by, Hard Copy Form, Electronic Means or otherwise; and
“year”	means calendar year.