

FILE COPY



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

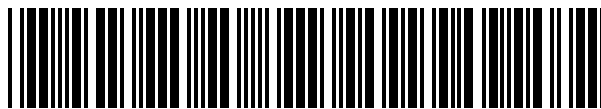
Company Number **13371989**

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

THE LETTON HALL 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 **3rd May 2021**



N13371989S



Companies House



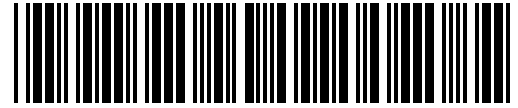
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **30/04/2021**

XA3HDS23

Company Name in full: **THE LETTON HALL TRUST**

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: **LETTON HALL SHIPDHAM
THETFORD
UNITED KINGDOM IP25 7SA**

Sic Codes: **94910**

Proposed Officers

Company Director 1

Type: **Person**
Full Forename(s): **STEVEN ANDREW**
Surname: **RAYNER**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/04/1957** *Nationality:* **BRITISH**
Occupation: **INSURANCE MANAGER**

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

Company Director 2

Type: **Person**
Full Forename(s): **ANN ELIZABETH**
Surname: **RAYNER**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/07/1958** *Nationality:* **BRITISH**
Occupation: **TEACHER**

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

Company Director 3

Type: **Person**

Full Forename(s): **ANDREW CRAIG**

Surname: **BARNARD**

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

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

Date of Birth: ****/05/1963** *Nationality:* **SOUTH AFRICAN**

Occupation: **MINISTER OF RELIGION**

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

Company Director 4

Type: **Person**

Full Forename(s): **ALISON CARMEL**

Surname: **BARNARD**

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

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/10/1963** *Nationality:* **SOUTH AFRICAN**

Occupation: **DIRECTOR**

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

Company Director 5

Type: **Person**

Full Forename(s): **TIMOTHY JONATHAN**

Surname: **HOBDA**

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

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/03/1970** *Nationality:* **BRITISH**

Occupation: **ELECTRICAL ENGINEER**

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

Company Director 6

Type: **Person**

Full Forename(s): SARAH

Surname: **HOBDA**

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

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/09/1969** *Nationality:* **BRITISH**

Occupation: **COUNSELLOR**

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: **STEVEN ANDREW RAYNER**

Address **LETTON HALL SHIPDHAM
THETFORD
UNITED KINGDOM
IP25 7SA**

Amount Guaranteed **£1.00**

Name: **ANN ELIZABETH RAYNER**

Address **LETTON HALL SHIPDHAM
THETFORD
UNITED KINGDOM
IP25 7SA**

Amount Guaranteed **£1.00**

Name: **ANDREW CRAIG BARNARD**

Address **LETTON HALL SHIPDHAM
THETFORD
UNITED KINGDOM
IP25 7SA**

Amount Guaranteed **£1.00**

Name: **ALISON CARMEL BARNARD**

Address **LETTON HALL SHIPDHAM
THETFORD
UNITED KINGDOM
IP25 7SA**

Amount Guaranteed **£1.00**

Name: **TIMOTHY JONATHAN HOBDAV**

Address **LETTON HALL SHIPDHAM
THETFORD
UNITED KINGDOM
IP25 7SA**

Amount Guaranteed **£1.00**

Name: **SARAH HOBDAV**

Address **LETTON HALL SHIPDHAM
THETFORD
UNITED KINGDOM
IP25 7SA**

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>	STEVEN ANDREW RAYNER
<i>Authenticated</i>	YES
<i>Name:</i>	ANN ELIZABETH RAYNER
<i>Authenticated</i>	YES
<i>Name:</i>	ANDREW CRAIG BARNARD
<i>Authenticated</i>	YES
<i>Name:</i>	ALISON CARMEL BARNARD
<i>Authenticated</i>	YES
<i>Name:</i>	TIMOTHY JONATHAN HOBDAV
<i>Authenticated</i>	YES
<i>Name:</i>	SARAH HOBDAV
<i>Authenticated</i>	YES

Authorisation

<i>Authoriser Designation:</i>	subscriber	<i>Authenticated</i>	YES
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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF THE LETTON HALL TRUST

(the "Company")

The subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of a company and to take at least one share.

Name of subscriber

Authentication by each subscriber

Steven Andrew Rayner

Ann Elizabeth Rayner

Andrew Craig Barnard

Alison Carmel Barnard

Timothy Jonathan Hobday

Sarah Hobday

Dated: 29 April 2021

The Companies Act 2006
Company Limited by Guarantee

ARTICLES OF ASSOCIATION

of

THE LETTON HALL TRUST

Date of incorporation 29 April 2021

CONTENTS

Article	Page
1	CHARITY NAME3
2	OBJECTS3
3	POWERS3
4	APPLICATION OF INCOME AND PROPERTY.....4
5	WINDING UP6
6	LIMITED LIABILITY OF MEMBERS6
7	MEMBERS.....6
8	TERMINATION OF MEMBERSHIP.....7
9	GENERAL MEETINGS OF MEMBERS.....7
10	WRITTEN MEMBERS' RESOLUTIONS7
11	TRUSTEES8
12	POWERS OF TRUSTEES8
13	APPOINTMENT OF TRUSTEES.....8
14	RETIREMENT OF TRUSTEES8
15	DISQUALIFICATION AND REMOVAL OF TRUSTEES.....9
16	PROCEEDINGS OF TRUSTEES10
17	CALLING A TRUSTEES' MEETING.....10
18	PARTICIPATION IN TRUSTEES' MEETINGS.....10
19	QUORUM FOR TRUSTEES' MEETINGS.....10
20	CHAIRING TRUSTEES' MEETINGS.....10
21	DECISION-MAKING BY TRUSTEES11
22	WRITTEN BOARD RESOLUTIONS11
23	DELEGATION BY TRUSTEES11
24	CONFLICTS OF INTEREST.....12
25	SECRETARY12
26	MINUTES12
27	RECORDS AND ACCOUNTS.....12
28	COMMUNICATIONS.....13
29	IRREGULARITIES13
30	INDEMNITY13
31	INTERPRETATION.....13

**ARTICLES OF ASSOCIATION OF
THE LETTON HALL TRUST**

1. CHARITY NAME

The **Charity's** name is The Letton Hall Trust.

2. OBJECTS

2.1 The **Objects** of the Charity are the advancement of any one or more of the following objects and in such manner as the **Trustees** shall in their absolute and uncontrolled discretion from time to time determine, namely:

2.1.1 the administration of any property or estate used or intended for any religious or other charitable institution or work which shall be established or maintained for any of the following purposes:

2.1.1.1 the advancement of the Christian faith either in the United Kingdom or overseas;

2.1.1.2 the furtherance of religious or secular education;

2.1.1.3 the encouragement of missionary activity designed for the spread of such Christian faith;

2.1.1.4 the relief of the poor and needy;

2.1.1.5 the help and comfort of the sick and aged;

2.1.2 generally the advancement of any religious or other charitable object not inconsistent with the foregoing which may from time to time commend itself to the Trustees.

2.2 This provision may be amended by **special resolution** but only with the prior written consent of the **Commission**.

3. POWERS

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

3.1 to accept (or disclaim) gifts, endowments and legacies on any terms;

3.2 to raise funds (but in doing so, the Charity must not undertake any permanent **taxable trading** and must comply with any relevant statutory regulations);

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

3.4 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity (but only in accordance with the restrictions imposed by the **Charities Act**);

- 3.5 to borrow money and to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 3.6 to co-operate with other bodies and to exchange information and advice with them;
- 3.7 to establish, support, administer or set up any charities, associations or institutions formed for any of the charitable purposes included in the Objects;
- 3.8 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;
- 3.9 to establish or acquire subsidiary companies;
- 3.10 to set aside funds for special purposes or as reserves against future expenditure;
- 3.11 subject to Article 4.3.3, to employ paid or unpaid agents, staff or advisers as are necessary for carrying out the work of the Charity;
- 3.12 to deposit or invest its 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);
- 3.13 to delegate the management of investments to a financial expert in compliance with Commission guidance and regulation on investments;
- 3.14 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;
- 3.15 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 3.16 to make social investments;
- 3.17 to make grants, donations and awards;
- 3.18 to enter into contracts to provide services to or on behalf of other bodies;
- 3.19 to pay out of the funds of the Charity the costs of incorporating and registering the Charity with the Commission; and
- 3.20 to do anything else within the law which promotes or helps to promote the Objects, or is conducive or incidental to doing so.

4. **APPLICATION OF INCOME AND PROPERTY**

- 4.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part of the Charity's income or property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any **Member**, subject to the provisions of this Article 4 in respect of benefits a Member is permitted to receive in their capacity as a Trustee.
- 4.2 A Trustee:
 - 4.2.1 is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;
 - 4.2.2 may benefit from trustee indemnity insurance cover purchased by the Charity in accordance with section 189 of the Charities Act;

- 4.2.3 may receive payment under an indemnity from the Charity in the circumstances set out in Article 30;
- 4.2.4 may not receive any other benefit or payment from the Charity unless it is authorised by this Article 4.
- 4.3 Unless the benefit or payment is permitted under Article 4.4, no Trustee or **connected person** may:
 - 4.3.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
 - 4.3.2 sell, goods, services or any interest in land to the Charity;
 - 4.3.3 be employed by, or receive any remuneration from the Charity; or
 - 4.3.4 receive any other **financial benefit** from the Charity.
- 4.4 A Trustee or connected person may:
 - 4.4.1 receive a benefit from the Charity in the capacity of a beneficiary of the Charity, provided that a majority of the Trustees do not benefit in this way;
 - 4.4.2 enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;
 - 4.4.3 subject to Article 4.5, enter into a contract for the supply of goods to the Charity that are not supplied in connection with services provided to the Charity by the Trustee or connected person;
 - 4.4.4 receive reasonable and proper rent for premises let to the Charity;
 - 4.4.5 receive interest on money lent to the Charity at a reasonable and proper rate;
 - 4.4.6 take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public; and
 - 4.4.7 receive or retain any payment for which prior written consent has been obtained from the Commission
- 4.5 The Charity and its Trustees may only rely on the authority provided by Article 4.4.3 if each of the following conditions is satisfied:
 - 4.5.1 the amount or maximum amount of the payment for the goods:
 - 4.5.1.1 is set out in an agreement in **writing** between the Charity and the Trustee or connected person supplying the goods (the "**Supplier**") under which the Supplier is to supply the goods in question to the Charity;
 - 4.5.1.2 does not exceed what is reasonable in the circumstances for the supply of the goods in question;
 - 4.5.2 the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than someone who is not a Trustee or connected person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;
 - 4.5.3 the Supplier;

- 4.5.3.1 is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Charity by them;
 - 4.5.3.2 does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and
 - 4.5.3.3 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 4.
- 4.6 In Article 4.4 and 4.5, the "Charity" includes any company in which the Charity holds more than 50% of the shares, or controls more than 50% of the voting rights attached to the shares, or has the right to appoint one or more directors to the company.
- 4.7 A Trustees' duty under the **Companies Act** to avoid a conflict of interest with the Charity does not apply to any transaction authorised by this Article 4.
- 5. **WINDING UP**
- 5.1 On the winding up or dissolution of the Charity, after provision has been made for all its debts and liabilities, any assets or property that remain ("**the Charity's remaining assets**") shall not be paid or distributed to the Members but shall be applied or transferred:
 - 5.1.1 directly for one or more of the Objects;
 - 5.1.2 to any charity or charities for purposes similar to the Objects; or
 - 5.1.3 to any charity or charities for particular purposes falling within the Objects.
- 5.2 The decision on who is to benefit from the Charity's remaining assets, pursuant to Article 5.1, may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Trustees at or before the time of winding up or dissolution.
- 5.3 In the event that no resolution is passed by the Members or by the Trustees in accordance with this Article, the Charity's remaining assets shall be applied for charitable purposes as directed by the court or the Commission.
- 6. **LIMITED LIABILITY OF MEMBERS**
- 6.1 The liability of each Member is limited to £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 they are a Member, or within one year after they cease to be a Member, for:
 - 6.1.1 payment of the Charity's debts and liabilities incurred before they ceased to be a Member;
 - 6.1.2 payment of the costs, charges and expenses of winding up; and
 - 6.1.3 adjustment of the rights of the contributories among themselves.
- 7. **MEMBERS**
- 7.1 The Trustees from time to time shall be the only Members. A Trustee shall become a Member on becoming a Trustee.
- 7.2 The Charity shall maintain a register of Members and any person ceasing to be a Member shall be removed from the Register.
- 7.3 Membership is not transferable.

8. **TERMINATION OF MEMBERSHIP**

A Member shall cease to be a Member if they:

8.1.1 cease to be a Trustee; or

8.1.2 die.

9. **GENERAL MEETINGS OF MEMBERS**

9.1 The Trustees may call a general meeting of the Members at any time and such a meeting shall be held in accordance with the Companies Act.

9.2 General meetings shall be called on notice in accordance with the Companies Act and proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it due to an accidental omission by the Charity.

9.3 No business shall be transacted at any general meeting unless a quorum is present. A quorum is 50% of the Members who are present in person or by proxy and who are entitled to vote on the business to be conducted at the meeting and where 50% does not produce a whole number the quorum shall be the next higher whole number.

9.4 A Member is entitled to appoint another person as their proxy, in accordance with the Companies Act, to exercise all or any of their rights to attend and to speak and vote at a general meeting of the Charity.

9.5 The chair of Trustees shall chair general meetings of the Charity or, if they are absent, a Trustee elected by the Trustees present shall chair the meeting.

9.6 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded. On a show of hands or on a poll, every Member shall have one vote.

9.7 Any objection to the qualification of any voter must be raised 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 such objection must be referred to the chair of the meeting whose decision is final.

9.8 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

10. **WRITTEN MEMBERS' RESOLUTIONS**

10.1 Subject to article 10.3, a written resolution of the Members passed in accordance with this article 10 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:

10.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members; or

10.1.2 as a special resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

10.2 Where a resolution is proposed as a written resolution of the Charity, the eligible Members are the Members who would have been entitled to vote on the resolution on the **circulation date** of the resolution.

10.3 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.

- 10.4 A Member signifies their agreement to a proposed written resolution when the Charity receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:
- 10.4.1 if the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of the person sending it;
- 10.4.2 if the document is sent to the Charity in **electronic form**, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity or, where no such manner has been specified by the Charity, if it is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 10.5 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
- 10.6 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the circulation date.
- 10.7 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Act.
11. **TRUSTEES**
- 11.1 The number of Trustees shall not be subject to any maximum but shall not be less than three.
- 11.2 The first Trustees shall be those persons whose names are notified to Companies House as the first Trustees on incorporation.
12. **POWERS OF TRUSTEES**
- 12.1 Subject to the provisions of the Companies Act and the **Articles**, the Trustees shall be responsible for the management of the Charity's business and may exercise all the powers of the Charity for that purpose.
- 12.2 No alteration of the Articles or any special resolution shall invalidate any prior act of the Trustees.
- 12.3 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.
- 12.4 A Trustee may not appoint an alternate director or anyone to act on their behalf at meetings of the Trustees.
13. **APPOINTMENT OF TRUSTEES**
- 13.1 Any person who is willing to act as a Trustee, and who is permitted by law to do so, may be appointed to be a Trustee by resolution of the Trustees.
14. **RETIREMENT OF TRUSTEES**
- 14.1 The Trustees shall hold an annual meeting of the Trustees on or not more than four weeks before each anniversary of the incorporation of the Charity which shall be the annual retirement meeting.
- 14.2 At every annual retirement meeting, one-third, or, if their number is not divisible by three, the number nearest to one-third, of the Trustees shall retire by rotation under article 14.3, but may offer themselves for reappointment by the Trustees. Any reappointment is subject to article 14.5.

- 14.3 The Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. As between persons who were appointed or last reappointed on the same day, those to retire shall (unless they agree otherwise among themselves) be determined by drawing lots.
- 14.4 If a Trustee is required by the Articles to retire at an annual retirement meeting the retirement shall take effect on the conclusion of the meeting.
- 14.5 No Trustee shall serve for more than three consecutive terms without an interval of at least one year, unless the other Trustees unanimously consider it would be in the best interests of the Charity on an exceptional basis for a particular Trustee to continue to serve beyond that period and that Trustee is reappointed in accordance with the Articles. Such reappointment must only be for a maximum additional term of up to three years.
- 14.6 For the purposes of article 14.5, a Trustee who is in office upon the date of incorporation of the Charity may serve three consecutive terms from the point of their first reappointment.

15. **DISQUALIFICATION AND REMOVAL OF TRUSTEES**

- 15.1 A Trustee shall cease to hold office if they:

- 15.1.1 retire in accordance with Article 14 without being reappointed;
- 15.1.2 resign by written notice to the Charity, provided that at least two Trustees will remain in office once the resignation takes effect;
- 15.1.3 are disqualified from acting as a charity trustee by virtue of the Charities Act;
- 15.1.4 are prohibited by law from being a company director or cease to be a Trustee by virtue of any provision in the Companies Act;
- 15.1.5 cease to be a Member of the Charity;
- 15.1.6 have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- 15.1.7 in the written opinion of a registered medical practitioner who is treating the Trustee, have become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 15.1.8 are absent from all the meetings of the Trustees held within a period of twelve consecutive months, without the permission of the Trustees, and the Trustees resolve that their office be vacated; or
- 15.1.9 are removed from office by a resolution of the Trustees that it is in the best interests of the Charity that their office be vacated passed at a meeting at which at least 50% of the Trustees are present. Such a resolution must not be passed unless:
 - 15.1.9.1 the Trustee has been given at least 14 **clear days'** notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it will be proposed; and
 - 15.1.9.2 the Trustee has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Trustees must consider any representations made by the Trustee (or the Trustee's representative) and inform the Trustee of their decision following such consideration.

16. PROCEEDINGS OF TRUSTEES

16.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.

16.2 The Trustees shall meet at least four times a year.

16.3 Acts done by a meeting of the Trustees or of a committee or by a person acting as a Trustee shall not be invalidated by the subsequent realisation that:

16.3.1 the appointment of any such Trustee or person acting as a Trustee was defective; or

16.3.2 any or all of them were disqualified; or

16.3.3 any or all of them were not entitled to vote on the matter.

17. CALLING A TRUSTEES' MEETING

17.1 Any Trustee may call a meeting of the Trustees by giving notice of the meeting to the Trustees or by authorising the company secretary (if any) to give such notice.

17.2 Notice of a meeting of the Trustees must be given to each Trustee, but need not be in writing. The notice must specify:

17.2.1 the time, date and place of the meeting;

17.2.2 the general particulars of the business to be considered at the meeting; and

17.2.3 if it is anticipated that the Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

18. PARTICIPATION IN TRUSTEES' MEETINGS

18.1 Any Trustee may participate in a meeting of the Trustees in person or by means of video conference, telephone or any suitable **electronic means** agreed by the Trustees and by which all those participating in the meeting are able to communicate with all other participants.

18.2 If all the Trustees participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

19. QUORUM FOR TRUSTEES' MEETINGS

19.1 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, provided it shall not be less than three and, unless otherwise fixed, it is three.

19.2 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

19.3 If the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision to appoint further Trustees.

20. CHAIRING TRUSTEES' MEETINGS

20.1 The Trustees shall appoint one of their number as chair of Trustees and may determine the length of term for which the chair of Trustees is to serve in that office, although that term may be renewed or extended. On the same basis, the Trustees may also appoint one of their number as vice-chair of Trustees.

- 20.2 If at any meeting of the Trustees neither the chair nor vice-chair of Trustees, if any, is participating in the meeting within ten minutes of the time at which it was to start, the participating Trustees must appoint one of themselves to chair the meeting.

21. DECISION-MAKING BY TRUSTEES

- 21.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with article 22.

- 21.2 Each Trustee has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

22. WRITTEN BOARD RESOLUTIONS

- 22.1 A decision of the Trustees is taken in accordance with this Article when a majority of eligible Trustees indicate to each other by any means that they share a common view on a matter.

- 22.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by the requisite number of eligible Trustees or to which such eligible Trustees have otherwise indicated agreement in writing.

- 22.3 References in this Article to eligible Trustees are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.

- 22.4 A decision may not be taken in accordance with this article if the eligible Trustees would not have formed a quorum at such a meeting.

23. DELEGATION BY TRUSTEES

- 23.1 The Trustees may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising two or more persons, of whom at least one member must be a Trustee.

- 23.2 The Trustees may delegate the implementation of their decisions or day-to-day management of the affairs of the Charity to any person or committee.

- 23.3 The terms of reference of a committee may include conditions imposed by the Trustees, including that no expenditure or liability may be incurred on behalf of the Charity except where approved by the Trustees or in accordance with a budget previously agreed by the Trustees.

- 23.4 Persons who are not Trustees may be appointed as members of a committee, subject to the approval of the Trustees.

- 23.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Trustees.

- 23.6 The terms of any delegation to a committee shall be recorded in the minute book.

- 23.7 The Trustees may revoke or alter a delegation.

- 23.8 All acts and proceedings of any committee shall be fully and promptly reported to the Trustees.

24. CONFLICTS OF INTEREST

- 24.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which they have 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.
- 24.2 A Trustee must absent themselves from any discussions of the Trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).
- 24.3 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:
- 24.3.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - 24.3.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
 - 24.3.3 the unconflicted Trustees consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.

In this article 24.3 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

25. SECRETARY

- 25.1 The Trustees may appoint any person who is willing to act as the secretary for such term at such remuneration and on such conditions as the Trustees think fit. From time to time the Trustees may decide to remove such person and to appoint a replacement.
- 25.2 A secretary who is also a Trustee may not be remunerated, otherwise than as permitted by these Articles.

26. MINUTES

- 26.1 The Trustees shall cause the Charity to keep the following records in writing and in permanent form:
- 26.1.1 minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting;
 - 26.1.2 copies of resolutions of the Charity and of the Trustees, including those passed otherwise than at general meetings or at meetings of the Trustees;
 - 26.1.3 particulars of appointments of officers made by the Trustees; and
 - 26.1.4 minutes of proceedings at general meetings.

27. Records and accounts

- 27.1 The Trustees shall comply with the requirements of the Companies Act and the Charities Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 27.1.1 annual reports;

- 27.1.2 annual returns; and
- 27.1.3 annual statements of account.
- 27.2 Accounting records relating to the Charity must be made available for inspection by any Trustees at any reasonable time during normal office hours.
- 27.3 A copy of the Charity's latest available statement of account shall be supplied on request to any Trustee, or to any other person who makes a written request and pays the Charity's reasonable costs of fulfilling the request, within two months of such request.
- 28. **COMMUNICATIONS**
- 28.1 Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of the Companies Act to be sent or supplied by or to the Charity.
- 28.2 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 28.3 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 29. **IRREGULARITIES**
- The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.
- 30. **INDEMNITY**
- 30.1 Subject to article 30.2, but without prejudice to any indemnity to which they may otherwise be entitled:
 - 30.1.1 every Trustee or former Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity; and
 - 30.1.2 every other officer or former officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity.
- 30.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law and any such indemnity is limited accordingly.
- 31. **INTERPRETATION**
- 31.1 The model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity.
- 31.2 In the Articles, unless the context otherwise requires:
 - 31.2.1 "Articles" means the Charity's articles of association for the time being in force, and "Article" refers to a particular article;
 - 31.2.2 "Charities Act" means the Charities Act 2011;

- 31.2.3 **"Charity"** means The Letton Hall Trust, the charitable company governed by the Articles;
- 31.2.4 **"circulation date"** in relation to a written resolution, has the meaning given to it in the Companies Act
- 31.2.5 **"clear day"** in relation to a period of notice, means a period of days not including the day on which notice was given or deemed to be given, and the day for which it is given or on which it is to take effect;
- 31.2.6 **"Commission"** means the Charity Commission for England and Wales or any body which replaces it;
- 31.2.7 **"Companies Act"** means the Companies Act 2006;
- 31.2.8 **"connected person"** means any person falling within one of the following categories:
- 31.2.8.1 any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or
 - 31.2.8.2 the spouse of civil partner of any person in 31.2.8.1;
 - 31.2.8.3 any person who carries on business in partnership with a Trustee or with any person in 31.2.8.1 or 31.2.8.2; or
 - 31.2.8.4 an institution which is controlled by either a Trustee, any person in 31.2.8.1, 31.2.8.2 or 31.2.8.3, or a Trustee and any person in 31.2.8.1, 31.2.8.2 or 31.2.8.3 taken together;
 - 31.2.8.5 a corporate body in which a Trustee or any person in 31.2.8.1, 31.2.8.2 or 31.2.8.3, has a substantial interest, or two such or more persons, taken together, have substantial interest.
- Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article;
- 31.2.9 **"electronic form"** and **"electronic means"** have the meaning given to such terms in section 1168 of the Companies Act;
- 31.2.10 **"financial benefit"** means a benefit, direct or indirect, which is either money or has a monetary value;
- 31.2.11 **"financial expert"** means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 31.2.12 **"Member"** means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;
- 31.2.13 **"nominee company"** means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
- 31.2.14 **"Objects"** means the objects of the Charity as defined in Article 2.1;
- 31.2.15 **"special resolution"** has the meaning given in section 283 of the Companies Act;
- 31.2.16 **"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;

- 31.2.17 **"Trustee"** means a company director of the Charity and **"Trustees"** means the company directors;
- 31.2.18 **"writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.
- 31.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 31.4 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.