

**FILE COPY**



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

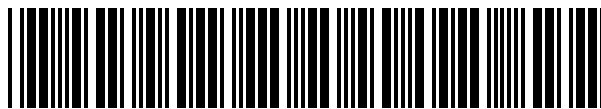
Company Number **14133593**

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

**THE CAMPAIGN FOR THE PROTECTION OF RURAL WALES /  
YMGYRCH DIOGELU CYMRU WLEDIG CYF**

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 Wales

Given at Companies House, Cardiff, on **26th May 2022**



\*N14133593G\*



**Companies House**



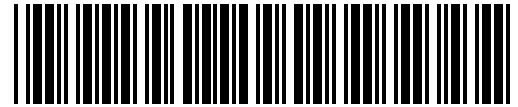
**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Companies House

**IN01**(ef)

**Application to register a company**



Received for filing in Electronic Format on the: **25/05/2022**

*XB4SHAA1*

*Company Name in full:* **THE CAMPAIGN FOR THE PROTECTION OF RURAL WALES / YMGYRCH DIOGELU CYMRU WLEDIG CYF**

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

*Situation of Registered Office:* **Wales**

*Proposed Registered Office Address:* **31 HIGH STREET  
WELSHPOOL  
UNITED KINGDOM SY21 7YD**

*Sic Codes:* **74901**

*Company Director*      *1*

*Company Director* 2

Type:	Person
Full Forename(s):	MR GEOFFREY ASHTON
Surname:	SINCLAIR
Former Names:	
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	WALES

*Date of Birth:* **\*\*/10/1942** *Nationality:* **BRITISH**  
*Occupation:* **ENVIRONMENTAL CONSULTANT**

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

*Company Director* 3

Type:	Person
Full Forename(s):	DR JONATHAN FRASER
Surname:	DEAN
Former Names:	
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	WALES

*Date of Birth:*    **\*\*/09/1962**                      *Nationality:*        **BRITISH**  
*Occupation:*     **DIRECTOR**

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

*Company Director* 4

*Type:* **Person**

*Full Forename(s):* **DR KENNETH**

Surname: **ADDISON**

*Former Names:*

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

Country/State Usually **ENGLAND**

*Resident:*

*Date of Birth:*     \*\*/09/1946

*Nationality:* **BRITISH**

*Occupation:* **CONSULTANT**

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

*Company Director* 5

*Type:* **Person**

*Full Forename(s):* **DR MARY CHRISTINE**

*Surname:* **HUGH-JONES**

*Former Names:*

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

Country/State Usually **WALES**

*Resident:*

*Date of Birth:*     **\*\*/12/1943**

*Nationality:* **BRITISH**

*Occupation:*       **RETIRED DOCTOR**

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

## *Company Director*      6

*Type:*                                      **Person**  
*Full Forename(s):*                      **MS PENELOPE JANE**  
*Surname:*                                **WILLIAMS**  
*Former Names:*  
*Service Address:*                      **recorded as Company's registered office**  
*Country/State Usually Resident:*      **WALES**

*Date of Birth:*      **\*\*/07/1951**                      *Nationality:*      **BRITISH**  
*Occupation:*      **TREASURER**

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

## *Company Director*      7

*Type:*                                      **Person**  
*Full Forename(s):*                      **MR ROBERT GEOFFERY**  
*Surname:*                                **HEPWORTH**  
*Former Names:*  
*Service Address:*                      **recorded as Company's registered office**  
*Country/State Usually Resident:*      **WALES**

*Date of Birth:*      **\*\*/01/1950**                      *Nationality:*      **WELSH**  
*Occupation:*      **RETIRED U.N. OFFICER**

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

*Company Director* 8

*Type:* **Person**

*Full Forename(s):* **MR RICHARD POWELL**

*Surname:* **WILLIAMS-ELLIS**

*Former Names:*

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

Country/State Usually Resident: **WALES**

*Date of Birth:*     **\*\*/01/1933**

*Nationality:* **BRITISH**

*Occupation:* **FARMER**

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

*Company Director* 9

*Type:* **Person**

*Full Forename(s):* **MR VICTOR**

Surname: **WARREN**

*Former Names:*

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

Country/State Usually Resident: **WALES**

*Date of Birth:*     **\*\*/09/1943**

*Nationality:* **BRITISH**

*Occupation:* **FARMER**

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

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

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### **Statement of no PSC**

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

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## *Statement of Guarantee*

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

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

*Name:* **JONATHAN COLCHESTER**

*Address* **31 HIGH STREET  
WELSHPOOL  
UNITED KINGDOM  
SY21 7YD**

*Amount Guaranteed* **1**

*Name:* **GEOFFREY SINCLAIR**

*Address* **31 HIGH STREET  
WELSHPOOL  
UNITED KINGDOM  
SY21 7YD**

*Amount Guaranteed* **1**

*Name:* **JONATHAN DEAN**

*Address* **31 HIGH STREET  
WELSHPOOL  
UNITED KINGDOM  
SY21 7YD**

*Amount Guaranteed* **1**

*Name:* **KENNETH ADDISON**

*Address* **31 HIGH STREET  
WELSHPOOL  
UNITED KINGDOM  
SY21 7YD**

*Amount Guaranteed* **1**

*Name:* **MARY HUGH-JONES**

*Address* **31 HIGH STREET  
WELSHPOOL  
UNITED KINGDOM  
SY21 7YD**

*Amount Guaranteed* **1**

<i>Name:</i>	<b>PENELOPE WILLIAMS</b>
<i>Address</i>	<b>31 HIGH STREET WELSHPOOL UNITED KINGDOM SY21 7YD</b>
<i>Amount Guaranteed</i>	<b>1</b>
<i>Name:</i>	<b>ROBERT HEPWORTH</b>
<i>Address</i>	<b>31 HIGH STREET WELSHPOOL UNITED KINGDOM SY21 7YD</b>
<i>Amount Guaranteed</i>	<b>1</b>
<i>Name:</i>	<b>RICHARD WILLIAMS-ELLIS</b>
<i>Address</i>	<b>31 HIGH STREET WELSHPOOL UNITED KINGDOM SY21 7YD</b>
<i>Amount Guaranteed</i>	<b>1</b>
<i>Name:</i>	<b>VICTOR WARREN</b>
<i>Address</i>	<b>31 HIGH STREET WELSHPOOL UNITED KINGDOM SY21 7YD</b>
<i>Amount Guaranteed</i>	<b>1</b>

## ***Statement of Compliance***

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

<i>Name:</i>	<b>JONATHAN COLCHESTER</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>GEOFFREY SINCLAIR</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>JONATHAN DEAN</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>KENNETH ADDISON</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>MARY HUGH-JONES</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>PENELOPE WILLIAMS</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>ROBERT HEPWORTH</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>RICHARD WILLIAMS-ELLIS</b>
<i>Authenticated</i>	<b>YES</b>
<i>Name:</i>	<b>VICTOR WARREN</b>
<i>Authenticated</i>	<b>YES</b>

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## ***Authorisation***

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

## **Memorandum of Association of THE CAMPAIGN FOR THE PROTECTION OF RURAL WALES / YMGYRCH DIOGELU CYMRU WLEDIG CYF**

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.

<b>Name of each subscriber</b>	<b>Authentication</b>
JONATHAN COLCHESTER	Authenticated Electronically
GEOFFREY SINCLAIR	Authenticated Electronically
JONATHAN DEAN	Authenticated Electronically
KENNETH ADDISON	Authenticated Electronically
MARY HUGH-JONES	Authenticated Electronically
PENELOPE WILLIAMS	Authenticated Electronically
ROBERT HEPWORTH	Authenticated Electronically
RICHARD WILLIAMS-ELLIS	Authenticated Electronically
VICTOR WARREN	Authenticated Electronically

Dated: 25/05/2022

THE COMPANIES ACTS 1985, 1989 and 2006

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION

OF

# **THE CAMPAIGN FOR THE PROTECTION OF RURAL WALES LTD / YMGYRCH DIOGELU CYMRU WLEDIG CYF**

## **1. NAME**

The name of the Company (hereinafter called "the Charity") is "THE CAMPAIGN FOR THE PROTECTION OF RURAL WALES LTD / YMGYRCH DIOGELU CYMRU WLEDIG CYF"

## **2. REGISTERED OFFICE**

The registered office of the Charity will be situated in Wales.

## **3. OBJECTS**

The Objects of the Charity shall be to:

- 3.1 organise concerted action to secure the protection and enhancement of the landscape and environment of the countryside of Wales, recognising the importance of its communities and indigenous cultures;
- 3.2 act as a centre for furnishing or procuring advice and information upon any matters affecting such protection and enhancement;
- 3.3 stimulate, form and educate opinion in order to ensure the promotion of the aforesaid Objects.

## **4. POWERS**

- 4.1. In pursuit of the Objects but not further or otherwise the Charity shall have the following powers:
  - 4.1.1. to stimulate and educate public opinion;
  - 4.1.2. to act as a centre for advice and the collection and dissemination of information upon any matters affecting the planning, enhancement and protection of the countryside, its landscape and environment;

- 4.1.3. to commission, create, produce, publish or distribute written, artistic, film, video, audio or computer material of any kind and organise promote or contribute to courses lectures exhibitions conferences and other events or programmes;
- 4.1.4. to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Charity may think necessary for the promotion of the Objects; to manage and improve such property; and to provide, construct, maintain, alter and equip any facilities, buildings or erections necessary for or conducive to the Objects (subject to such consents as may be required by law);
- 4.1.5. to exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of or otherwise deal with any of the property and rights of the Charity as may be necessary or conducive to the Objects (subject to such consents as may be required by law);
- 4.1.6. to raise funds and to invite and receive contributions from any person or persons by way of subscription, donation and otherwise provided that in raising funds the Charity shall not undertake any permanent trading activities;
- 4.1.7. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Charity including by using internet banking or other electronic authentication methods;
- 4.1.8. to appoint, employ or otherwise engage, train and dismiss such managers, officers, staff, clerks, servants and other persons as are considered necessary for the attainment of the Objects; and to fix and pay the remuneration of all or any such persons for his, her or their services and to make all reasonable and necessary provision for the payment of pensions and superannuation to such persons and their dependants;
- 4.1.9. subject to such consents as may be required by law to borrow or raise money for the purposes of the Charity on such terms and on such security as may be thought fit;
- 4.1.10. to invest the moneys of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, in its absolute discretion, with power to vary or transpose any investments for or into others of any nature subject as hereinafter provided;

- 4.1.11. to delegate the management of investments to proper and competent persons and to arrange for investments or other property of the Charity to be held by a corporate body as nominee;
- 4.1.12. to act as trustee or manager of any property, endowment, bequest or gift;
- 4.1.13. to act as trustee or nominee for charities in general and undertake and execute any charitable trusts which may lawfully be undertaken by the Charity and may be necessary or conducive to the Objects;
- 4.1.14. to establish or support or aid in the establishment or support of any charitable trusts associations or institutions, to amalgamate, affiliate or co-operate with any trust association institution or voluntary body with similar charitable purposes, and to exchange information and advice with them;
- 4.1.15. to make grants, subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Charity or calculated to further the Objects;
- 4.1.16. to pay out of the funds of the Charity the costs charges and expenses of and incidental to the formation of the Charity and its registration as a Charity;
- 4.1.17. to apply any part of the capital or income of the Charity on such terms as may be thought fit, in its absolute discretion;
- 4.1.18. to pay the premium of any indemnity insurance
  - 4.1.18.1. to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them jointly in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity and all costs charges and expenses which may be incurred by them in successfully contesting any such liability or alleged liability. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or a breach of duty or not. Provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Charity; and
  - 4.1.18.2. for its officers as security for and against all such risks incurred in the performance of their duties as may be thought fit; and

- 4.1.19. to do all such other lawful things as are necessary or conducive to the attainment of the Objects or any of them, whether in collaboration with any relevant person, body, institution or authority or otherwise.

## **5. BENEFITS TO VOTING MEMBERS AND TRUSTEES**

- 5.1. The income and property of the Charity shall be applied solely towards the promotion of the Objects, and no part thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Voting Members of the Charity, and no Trustees shall receive any salary or fee or remuneration or other benefit in money or money's worth from the Charity:
- 5.2. Provided that nothing herein shall prevent the payment in good faith by the Charity of:
- 5.2.1. reasonable and proper remuneration or pensions to any Voting Member officer or servant of the Charity not being a Trustee in return for any services actually rendered to the Charity, or
  - 5.2.2. reasonable and proper professional charges to any Voting Member of the Charity or a Trustee or any partner or employee for any professional services rendered to the Charity permitted in accordance with, and subject to the conditions in Charities Legislation, provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which their appointment or remuneration or that of their partner or employee is under discussion, or
  - 5.2.3. interest at a reasonable and proper rate on money lent to the Charity by any Voting Member of the Charity or by any Trustee, or
  - 5.2.4. reasonable and proper rent for premises demised or let to the Charity by any Voting Member of the Charity or by any Trustee, or
  - 5.2.5. reimbursement of reasonable out-of-pocket expenses actually incurred by any Trustee, committee member, officer or servant of the Charity in or about the affairs of the Charity, or
  - 5.2.6. fees, remuneration or other benefit in money or money's worth to any Charity of which any Voting Member of the Charity or any Trustee may also be a member holding not more than 1% of the issued share capital of that Charity, or
  - 5.2.7. indemnity insurance premiums in accordance with the terms of these Articles.

## **6. LIMITED LIABILITY**

The liability of the Voting Members is limited.



## **7. GUARANTEE**

Every Voting Member of the Charity undertakes to contribute to the assets of the Charity, in the event of the same being wound up while they are a Voting Member, or within one year after they cease to be a Voting Member, for payment of the debts and liabilities of the Charity contracted before they cease to be a Voting Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.00.

## **8. MEMBERS**

8.1. The subscribers to the Memorandum of Association and such other persons as the Trustees shall admit to Voting Membership in accordance with the provisions of the Articles and any rules or bye-laws made under Article 27 shall be the Voting Members of the Charity, subject to the provisions of Article 8.6.

8.2. No person shall be admitted as a Voting Member of the Charity unless their application is first approved by the Trustees which shall have absolute discretion as to the admission of any person as a Voting Member.

As a process of appeal, any applicant who is refused admission to membership may require that the question of their application be considered by the next General Meeting of the Charity whose decision on the matter shall be final. When refusing any application for membership, the Trustees shall ensure that the applicant is aware of their right of appeal under the provisions of this Article.

8.3. Voting Membership of the Charity shall comprise the following individuals interested in promoting the Objects:

8.3.1. One person from each Branch who will be appointed from time to time by each Branch;

8.3.2. The Trustees who will be ex officio Voting Members during their term of office;

8.3.3. The President who will be an ex officio Voting Member during their term of office.

8.4. Every Voting Member of the Charity shall be entered in the Register of Voting Members on becoming a Voting Member.

8.5. The Charity in General Meeting may establish different classes of membership, prescribe their respective privileges and duties, set the amounts of any subscriptions and the amount of the subscription payable to the Charity and to the Branch to which the member has been assigned.

- 8.6. A person shall forthwith cease to be a Voting Member of the Charity (provided always that at least twenty five (25) Voting Members of the Charity remain on the Register of Voting Members thereafter):
- 8.6.1. if the member is removed by resolution of the Trustees, or by notice in writing to the Office signed by a majority of the Trustees, or
  - 8.6.2. if by notice in writing to the Office the member resigns their Voting Membership;
  - 8.6.3. in the case of a Voting Member appointed by a Branch, pursuant to these Articles, if the Charity receives notice in writing from that Branch, that that Voting Member has ceased to be appointed by that Branch (as appropriate);
  - 8.6.4. in the case of a Voting Member who is a Voting Member by virtue of being a Trustee, or the President, pursuant to these Articles, or if that Voting Member ceases to be a Trustee or President (as appropriate).

Provided that if a Voting Member is to be removed they shall be given at least 21 clear days' written notice of that fact by the Board of Trustees. Within that time the Voting Member shall have the right to require the Board to delay termination of their Voting Membership until after the next Board meeting (which shall be held at a reasonable time and place and on reasonable notice being given to the Voting Member in question) at which they shall have the right to make representations in person or in writing.

Where a person ceases to be a Voting Member, the Board shall immediately arrange for that person's name to be removed from the Charity's Register of Voting Members.

- 8.7. Voting Membership of the Charity is not transferable.
- 8.8. Individual members shall each be assigned by the Board to the Branch for the area in or nearest to where that member resides Provided that:
- 8.8.1. the member may elect by notice in writing to the Office to be assigned to another Branch; or
  - 8.8.2. if there is no Branch for the area in which the member resides and no election under Article 8.8.1 such member shall be assigned to the Branch nearest geographically in the opinion of the Board of Trustees to the area in which such member resides.

## **9. BRANCHES**

- 9.1. The Trustees will approve the formation and continuance of Branches for the promotion of the Charity's Objects in defined geographical areas.

- 9.2. The Constitution and rules of Branches and any alteration thereto shall be determined by the members assigned to such Branches subject to approval by the Trustees which may require amendment thereto from time to time after consultation with the relevant Branch.
- 9.3. Each Branch shall appoint two of its members to represent it and its membership at any General Meeting of the Charity, one of whom shall be a Voting Member of the Charity and entitled to vote, and to nominate one or more persons for election as a Trustees in accordance with Article 18. Such General Meetings shall include at least one meeting per year of Branch representatives and shall be known as the Council Meeting.
- 9.4. Branches should act autonomously in respect of local matters provided that where relevant they conform to and reflect relevant national policy, thus effectively promoting the objects of the Charity.
- 9.5. A Branch shall be entitled to receive by way of payment from the Charity's national funds such share of the membership subscription paid in respect of members assigned to it, including tax recovered from Deeds of Covenant, as may be determined from time to time by the Charity in General Meeting.

## **10. GENERAL MEETINGS**

- 10.1. The Charity shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Trustees, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and that so long as the Charity holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.
- 10.2. All General Meetings, other than Annual General Meetings, shall be called General Meetings.
- 10.3. The Board of Trustees may whenever it thinks fit convene a General Meeting, and General Meetings shall also be convened on the requisition of such number of Voting Members as is provided by the Act, or on the written requisition of at least one tenth of the Voting Members of the Charity.
- 10.4. At least twenty-one clear days' notice in writing of every General Meeting, in each case specifying the place, the day and the hour of meeting, and particulars of the business to be transacted, shall be given to the Voting Members, the Vice Presidents, the Branches, and to the staff of the Charity and to the Auditors. Notices of General Meetings shall include a statement informing Voting Members of their right to appoint a proxy.

- 10.5. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice thereof shall not invalidate any resolutions passed, or proceeding had, at that meeting.
- 10.6. A General Meeting may be held in person or remotely by electronic or other means and in determining attendance at a General Meeting, it is immaterial whether any two or more members or their proxy attending it are in the same place as each other or all or some of the members are in different places to each other.
- 10.7. Where a General Meeting is held remotely and provided all members who wish to attend are given the opportunity through technological means to hear what is being discussed and are able to speak and be heard by all other members in attendance and are able to vote on matters put to the vote of the members, then such meeting shall be valid as if held in person at one location and the deemed location of the remote meeting shall be where the Chairperson is located.
- 10.8. The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

## **11. PROCEEDINGS AT GENERAL MEETINGS**

- 11.1. The business to be transacted at an Annual General Meeting shall be the adoption of annual accounts and the consideration of the strategic and policy issues, the reports from the Board of Trustees and of the Auditors, the appointment of the Auditors, and the election of Trustees, a President and Vice Presidents and, to the extent required by law, the fixing of the remuneration of the Auditors or the authorisation of the Trustees to fix the remuneration of the Auditors.
- 11.2. The business to be transacted at any General Meeting shall include items brought forward by the Trustees for the purpose and, provided notice in writing has been given thereof to the Office for the purpose at least twenty one days prior to the date of the meeting, any item brought forward by any Voting Member of the Charity.
- 11.3. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided 15 Voting Members entitled pursuant to Article 12 to vote upon the business to be transacted shall be a quorum.
- 11.4. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting shall be adjourned and shall stand adjourned until the same day in the next week at the same time and same place, or otherwise as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.

- 11.5. The President or in their absence the Chairperson of the Charity or in their absence one of the Vice Chairs shall preside as Chairperson at every General Meeting at which he shall be present, but if no such person is present within fifteen minutes after the time appointed for holding a meeting, or is willing to preside, the Voting Members present shall choose one of their number to preside at that meeting.
- 11.6. The Chairperson may, with the consent of any 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 any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting.
- 11.7. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands (which may include a show of voting cards or an electronic system in each case as decided by the Chairperson), unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairperson or by any person or persons present in person or by proxy, and representing not less than one tenth of the total voting rights of all persons having the right to vote at the meeting. Unless a poll be so demanded a declaration by the Chairperson that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Charity shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn, before the poll is taken.
- 11.8. Subject to the provisions of Article 11.7 if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairperson shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 11.9. No poll shall be demanded on the election of a Chairperson of a meeting, or on any question of adjournment.
- 11.10. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson shall not be entitled to a second or casting vote.
- 11.11. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

- 11.12. For the purposes of determining whether a quorum is present at any general meeting all those who are present in person or by proxy shall be counted irrespective of whether the meeting is held in one location or remotely. The person appointed as proxy shall be deemed in attendance themselves (if a member) and for each person they hold a proxy for.

## **12. VOTES OF VOTING MEMBERS**

- 12.1. Subject as hereinafter provided, only the following persons shall be Voting Members and entitled to vote at General Meetings of the Charity:
- 12.1.1. the Voting Member of the Charity appointed by each Branch under Article 9.3;
  - 12.1.2. the Trustees;
  - 12.1.3. the President.
- 12.2. Voting Members may appoint a proxy who need not be a Voting Member. The proxy may be appointed by the Voting Member to exercise all or any of the Voting Member's rights to attend, speak, vote and demand a poll at a meeting of the Charity.

## **13. CONTENT OF PROXY NOTICES**

- 13.1. Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
- 13.1.1. states the name and address of the Voting Member appointing the proxy;
  - 13.1.2. identifies the person appointed to be that Voting Member's proxy and the General Meeting in relation to which that person is appointed;
  - 13.1.3. is signed by or on behalf of the Voting Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
  - 13.1.4. is delivered to the Charity in accordance with the Articles and any instructions contained in the notice of the General Meeting to which they relate.
- 13.2. The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 13.3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 13.4. Unless a proxy notice indicates otherwise, it must be treated as:
- 13.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 13.4.2. appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.

#### **14. DELIVERY OF PROXY NOTICES**

- 14.1. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 14.2. An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 14.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 14.4. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

#### **15. WRITTEN RESOLUTIONS**

- 15.1. A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Voting Members who would have been entitled to vote upon it had it been proposed at a General Meeting shall be effective provided that:
  - 15.1.1. a copy of the proposed resolution has been sent to every eligible Voting Member;
  - 15.1.2. a simple majority (or in the case of a special resolution a majority of not less than 75%) of Voting Members has signified its agreement to the resolution; and
  - 15.1.3. it is contained in an authenticated document which has been received at the registered office within the period of 21 days beginning with the circulation date.
- 15.2. A resolution in writing may comprise several copies to which one or more Voting Members have signified their agreement.
- 15.3. In the case of a Voting Member that is an organisation, its authorised representative may signify its agreement.

#### **16. THE BOARD OF TRUSTEES**

- 16.1. The Board when complete consists of at least five and not more than ten Trustees and shall include a Chairperson, up to two Vice-Chairs and a Treasurer.

- 16.2. No one may stand for election as a Trustee unless they have been nominated by the Board of Trustees or by a Voting Member, or unless they are standing for re-election under the retirement by rotation provisions in Article 18. Alternatively, they may be co-opted.

## **17. POWERS OF THE BOARD**

- 17.1. The business of the Charity shall be managed by the Board of Trustees who may exercise all such powers of the Charity, and do on behalf of the Charity all such acts as may be exercised and done by the Charity, and as are not by statute or by the Articles required to be exercised or done by the Charity in General Meeting, subject nevertheless to:
- 17.1.1. the provisions of the Articles;
  - 17.1.2. the provisions of the statutes for the time being in force and affecting the Charity;
  - 17.1.3. such standing orders, rules or bye-laws as may be prescribed by the Charity or the Board pursuant to Article 27 provided that no such standing order, rule or bye-law shall invalidate any prior act of the Board of Trustees which would have been valid if such standing order, rule or bye-law had not been made; and
  - 17.1.4. the requirement that the Board does not do or permit any act or omission which would prejudice the charitable status of the Charity in law.
- 17.2. The Trustees for the time being may act notwithstanding any vacancy in its number but, if the number of Trustees is less than the number fixed as the quorum the continuing member(s) of the Board may act only for the purpose of filling vacancies or of calling a General Meeting.
- 17.3. In addition and without prejudice to any other powers hereby or by law conferred on the Trustees, the Board may from time to time and for such period and to such extent and generally on such terms as the Board shall think fit delegate to any Trustee(s) of the Board and/or any employee of the Charity employed in or in connection with the management, administration, organisation and conduct of the affairs of the Charity any powers and duties of the Board as may be reasonable SAVE THAT the Board must report back to the Charity in General Meeting as to the delegation of such powers and duties.
- 17.4. The Board may nominate up to two Vice-Chairs from amongst the Trustees, to be approved at the AGM.



- 17.5. The Board may appoint as the investment manager for the Charity a person who it is satisfied after inquiry is a proper and competent person to act in that capacity and who is an authorised or an exempted person within the meaning of the Financial Services Act 1986 otherwise than exempted by virtue of Section 45(1) (j) of that Act.
- 17.6. The Board may delegate to an investment manager so appointed power at their discretion to buy and sell investments for the Charity in accordance with the investment policy laid down by the Board from time to time.
- 17.7. Provided that where the Board makes any such delegation it shall:
  - 17.7.1. inform the investment manager in writing of the extent of the Charity's investment powers and the terms of the delegation;
  - 17.7.2. lay down a detailed investment policy for the Charity and immediately inform the investment manager in writing of it and of any changes to it;
  - 17.7.3. ensure that it is kept informed of, and review on a regular basis, the performance of its investment portfolio managed by the investment manager and on the exercise by their delegated authority;
  - 17.7.4. take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority; and
  - 17.7.5. pay such reasonable and proper remuneration to the investment manager and agree such proper terms as to notice and other matters as the Board shall decide provided that such remuneration may include commission fees and/or expenses earned by the investment manager if and only to the extent that such commission fees and/or expenses are disclosed to the Board.
- 17.8. The Trustees may:
  - 17.8.1. make such arrangements as they think fit for any investments of the Charity or income from those investments to be held by a corporate body as the Charity's nominee; and
  - 17.8.2. pay reasonable and proper remuneration to any corporate body acting as the Charity's nominee in pursuance of this Article.
- 17.9. Each Trustee may be repaid out of the funds of the Charity such reasonable out-of-pocket expenses as the Board shall from time to time determine in respect of their attendance at Board meetings or on behalf of the affairs of the Charity but save as otherwise provided in the Articles, no Voting Member of the Charity nor any Trustee shall receive any remuneration from the Charity.

## **18. APPOINTMENT AND RETIREMENT OF TRUSTEES**

### **Nomination by the Board**

- 18.1. The Board may nominate up to eight people for election as Trustees at the Annual General Meeting. These nominees may stand for election in accordance with Articles 18.7 to 18.17.
- 18.2. Any person nominated by the Board shall, if requested to do so by the Board, give the Board, prior to the date on which notice of the relevant Annual General Meeting is sent out, written confirmation of their willingness and eligibility, if elected, to be a Trustee of the Charity.
- 18.3. When the Board nominates someone to stand for election as a Trustee under Article 18.1, the Board must decide whether that person is to also stand for election as a Chairperson, Vice Chair or Treasurer.

### **Nomination by the Voting Members**

- 18.4. Voting Members shall be invited before each Annual General Meeting of the Charity to nominate persons for election at the meeting as a Trustee. The invitation shall be in such a form and made by such means as the Board may from time to time determine and shall set a deadline by which nominations must be given to the Secretary. Such invitations must be received by the Voting Members no less than 21 clear days before that deadline. An invitation shall be accompanied by a nomination paper in the form approved by the Board.
- 18.5. No person nominated by a Voting Member (rather than by the Board under Article 18.1 to 18.3) shall be eligible for election unless a nomination paper signed by at least five (5) Voting Members as proposer and by the nominee stating their willingness and eligibility, if elected, to be a Trustee of the Charity shall have been received by the Secretary by the deadline specified in the invitation.
- 18.6. Voting Members' nominations for election to the Board of Trustees must be made in writing.

### **The Election**

- 18.7. A person may only stand for election as a Trustee if they have been nominated in accordance with these Articles (or is standing for re-election under Article 18.18) and may only stand for one Board post, being either:
  - 18.7.1. Chairperson;
  - 18.7.2. Vice Chair; or
  - 18.7.3. Treasurer.

- 18.8. If a person is validly nominated by a Voting Member or Voting Members of the Charity to stand for election as a Trustee and is also nominated by the Board for election at the same Annual General Meeting as the Chairperson, Vice Chair or Treasurer, that person must decide, prior to the date on which notice of the relevant Annual General Meeting is sent out, for which post they wish to stand and, if requested to do so by the Board, shall confirm this choice in writing to the Board.

#### Election of Trustees

- 18.9. Should the number of nominees for the Trustees posts exceed vacancies a ballot will be held to establish which of the nominees may stand for election to the post of Trustee. This ballot shall be by show of hands unless the Chairperson or three persons present request a secret ballot of the Voting Members present. Alternatively, the Board may choose to hold any such ballot(s) by postal ballot(s) which shall be held in a manner decided by the Board from time to time.
- 18.10. Each Voting Member voting on a ballot for Trustee posts shall be entitled to as many votes as there are vacancies to be filled among the Trustee but shall not be able to cast more than one vote in favour of any nominee. No Voting Member of the Charity is permitted to vote in a ballot if they are a nominee in that ballot.
- 18.11. Where a ballot takes place, the nominee(s) with the highest number of votes will each stand for election to the post of Trustee by ordinary resolution of the Voting Members of the Charity. In the event that the requisite ordinary resolution is not passed in favour of a nominee, the nominee who received the next highest number of votes in the ballot may stand for election by ordinary resolution.
- 18.12. Should the number of nominees for election as Trustee be equal or less than the number of vacancies, no ballot will take place and each of the nominees may stand for election as a Trustee by ordinary resolution of the Voting Members of the Charity.

#### Election of the Chairperson, Vice Chairs, and Treasurer

- 18.13. Election of a nominee to the post of Chairperson, Vice Chairs or Treasurer shall be by ordinary resolution of the Voting Members of the Charity.

#### Election: co-option, notice etc.

- 18.14. The Board may at any time co-opt any person to be appointed as a Trustee, but such a person holds office only until the next Annual General Meeting.
- 18.15. No person may be elected or appointed as a Trustee:
- 18.15.1. unless they have attained the age of 18 years; or

- 18.15.2. in circumstances such that, had they already been a Trustee, they would have been disqualified from acting under the provisions of Article 19;
- 18.16. Not less than twenty one clear days before the date appointed for holding a General Meeting, notice shall be given to all persons who are entitled to receive notice of the meeting of any person who is standing for election as a Trustee. The notice shall give the particulars of that person which would, if they were so appointed or reappointed, be required to be included in the Charity's Register of Trustees and shall clarify whether each person is also standing as a Chairperson, Vice Chair or Treasurer.
- 18.17. Every Trustee is required to sign a declaration of willingness and of eligibility to act as a Director of the Company and as a Trustee of the Charity before they may vote at a Board meeting.

#### Retirement by Rotation

- 18.18. At the third Annual General Meeting after their appointment as a Trustee, the Trustee shall retire and may offer themselves for re-election. Trustees will be elected by the Members at the Annual General Meeting of the Charity. Retiring Trustees shall be eligible for re-election without further nomination.
- 18.19. A technical defect in the appointment or retirement of a Trustee, of which the Board were unaware at the time, does not invalidate decisions taken at a meeting.

### **19. DISQUALIFICATION OF TRUSTEES**

- 19.1. The office of a Trustee shall be vacated if the person:
- 19.1.1. by notice in writing to the Charity resigns from the Board (but only if at least five members of the Board remain in office when the notice of resignation is to take effect), or
  - 19.1.2. is removed by notice in writing to the Charity signed by 75% of the Voting Members of the Charity entitled to attend and vote at a General Meeting, or
  - 19.1.3. ceases to hold office by reason of any order made under the Directors Disqualification Act, or by virtue of any provision of the Charities Legislation, or
  - 19.1.4. is removed from office by a resolution duly passed pursuant to section 168 of the Companies Act 2006; or
  - 19.1.5. is absent from three consecutive Board of Trustee meetings without the consent of the Chairperson and the Board resolves that their office be vacated, or

- 19.1.6. is removed from office by a resolution passed at a Board of Trustee meeting on the grounds that the Board considers it is in the best interests of the Charity for the Trustee to be removed where at least 75% of all other Trustees vote in favour, provided that if a Trustee is to be removed under this Article they shall be given reasonable notice of the holding of the vote and have the right to make representations in person or in writing to the Board before it takes place; or
- 19.1.7. in the written opinion, given to the Charity, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months; or
- 19.1.8. is convicted of any criminal offence other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Charity.

## **20. APPOINTMENT AND RETIREMENT OF THE PRESIDENT AND VICE PRESIDENTS**

The President and Vice Presidents shall be nominated for election by the Board of Trustees and shall be eligible for re-election annually provided that the years of consecutive service for which they shall have served in that capacity (and whether or not such years have actually been served in full) shall not exceed six. The Board shall have the power to fill casual vacancies of the Vice Presidents at any time whose term of office shall continue until the next Annual General Meeting of the Charity, where, as referred to above, they shall be entitled to be re-elected. The Board may not fill a casual vacancy of the President, which may only be filled the next Annual General Meeting of the Charity following a Board nomination.

## **21. PROCEEDINGS OF THE BOARD OF TRUSTEES**

- 21.1. The Board may meet for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit provided that such meetings are held at least four times during every year.
- 21.2. A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants but at least three Trustee meetings in each year must be held. Any Trustee participating at a meeting by suitable electronic means agreed by the Board in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting. Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

- 21.3. Unless otherwise so determined, five Trustees shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In cases of equality of votes the Chairperson of the meeting shall have a second or casting vote.
- 21.4. The Chairperson or two Trustees may, and on the request of the Chairperson or two Trustees the Secretary shall, at any time, summon a meeting of the Board by notice served upon all of the Board of Trustees.
- 21.5. A meeting of the Trustees at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Charity for the time being vested in the Trustees.
- 21.6. The Trustees may delegate any of their powers to committees consisting of such of its number and others as it thinks fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Trustees. The meetings and proceedings of any such committee shall be governed by the provisions of the Articles for regulating the meetings and proceedings of the Board of Trustees so far as applicable and so far as the same shall not be superseded by any regulations made by the Board.
- 21.7. All acts done by any Trustee meeting or of any committee of the Board, or by any person acting as a Trustee, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee or of the committee as the case may be.
- 21.8. The Trustees shall cause proper minutes to be made of all appointments of officers made by the Board and of the proceedings of all meetings of the Charity and of the Trustees and of committees of the Board, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairperson of such meeting, or by the Chairperson of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 21.9. A resolution in writing signed by all the Trustees or by all the members for the time being of any committee of the Board who are entitled to receive notice of a meeting of the Board or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted. Any such written instrument may be in several parts each signed by one or more Trustees or members of the committee as the case may be.
- 21.10. Any bank account in which any part of the assets of the Charity is deposited shall be operated by or with the authority of the Trustees and shall indicate the name of the Charity.

## **22. SECRETARY**

The Secretary shall be appointed by the Trustees for such time, at such remuneration and upon such conditions as the Board may think fit, and any Secretary so appointed may be removed by the Trustees. The Trustees may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

## **23. ACCOUNTS**

- 23.1. The Treasurer shall cause proper books of account to be kept to enable accounts to be prepared which comply with the relevant provisions of the Act, the Charities Legislation and the SORP.
- 23.2. The books of account shall be kept at the Office or, subject to the Act, at such other place or places as the Trustees shall think fit and shall always be open to the inspection of a Trustee.
- 23.3. At the Annual General Meeting in every year the Trustees shall lay before the Charity accounts including an income and expenditure account for the period since the last preceding account (or in the case of the first accounts since the incorporation of the Charity) made up to a date not more than twelve months before such meeting, together with a balance sheet made up as at the same date. Such accounts shall be accompanied by reports of the Trustees and the Auditors. Copies of such accounts and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attaching thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and be laid before the meeting.

## **24. AUDIT**

- 24.1. Once at least in every year the accounts of the Charity shall be examined and reported upon by the Auditors. The Auditors' remuneration shall be determined by the Trustees.
- 24.2. The Auditors shall be one or more properly qualified auditor(s) not being Trustees of the Charity and their duties shall be regulated in accordance with the Act and the Charities Legislation and the SORP.

## **25. NOTICES**

- 25.1. 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 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Charity.
- 25.2. 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.
- 25.3. Any notice to be given to or by any person pursuant to the Articles:
  - 25.3.1. must be in writing; or
  - 25.3.2. must be given in electronic form.
- 25.4. The Charity may give any notice to a Voting Member either:
  - 25.4.1. personally; or
  - 25.4.2. by sending it by post in a prepaid envelope addressed to the Voting Member at their address; or
  - 25.4.3. by leaving it at the address of the Voting Member; or
  - 25.4.4. by giving it in electronic form to the Voting Member's address;
  - 25.4.5. by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a Charity meeting and must specify the place, date and time of the meeting.
- 25.5. A Voting 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.
- 25.6. A Voting Member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 25.7. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 25.8. Proof that an electronic form of notice was given shall be conclusive where the Charity can demonstrate that it was properly addressed and sent in accordance with the Companies Act 2006.
- 25.9. In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:
  - 25.9.1. 48 hours after the envelope containing it was posted; or
  - 25.9.2. in the case of an electronic form of communication, 48 hours after it was sent.



## **26. LIABILITY AND INDEMNITY**

- 26.1. In the management of the affairs of the Charity no Trustee shall be liable for any loss to the property of the Charity arising by reason of an improper investment made in good faith (so long as the Trustee shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by that Trustee or by any other Trustee in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was not strictly necessary or by reason of any mistake or omission made in good faith by any Trustee or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable.
- 26.2. To the extent permitted by law from time to time, but without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled the Charity may indemnify every Trustee or other officer out of the assets of the Charity against all costs and liabilities incurred by him which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee or other officer save that no Trustee may be entitled to be indemnified:
- 26.2.1. for any liability incurred by him to the Charity or any associated Charity of the Charity (as defined by the Act for these purposes);
  - 26.2.2. for any fine imposed in criminal proceedings;
  - 26.2.3. for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
  - 26.2.4. for any liability which he has incurred in defending any criminal proceedings in which he is convicted and such conviction has become final;
  - 26.2.5. for any liability which he has incurred in defending any civil proceedings brought by the Charity or an associated Charity in which a final judgment has been given against him; and
  - 26.2.6. for any liability which he has incurred in connection with any application under the Act in which the court refuses to grant him relief and such refusal has become final.

- 26.3. To the extent permitted by law from time to time, the Charity may provide funds to every Trustee or other officer 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 Trustee or officer, provided that they will be obliged to repay such amounts no later than:
- 26.3.1. if they are convicted in proceedings, the date when the conviction becomes final; or
  - 26.3.2. if judgment is given against them in proceedings, the date when the judgment becomes final; or
  - 26.3.3. if the court refuses to grant them relief on any application under the Act, the date when refusal becomes final.

## **27. STANDING ORDERS, RULES AND BYE LAWS**

- 27.1. The Charity in General Meeting may from time to time make such standing orders rules or bye laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Charity.
- 27.2. The Trustees may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity. The Charity in General Meeting shall have power to alter, add to or repeal any such rules or bye laws and the Trustees shall adopt such means as they think sufficient to bring to the notice of Voting Members of the Charity all such rules or bye laws, which shall be binding on all Voting Members of the Charity.
- 27.3. Provided in either case that no standing order, rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in the Articles.

## **28. ALTERATIONS**

No alterations shall be made to the Articles except by a special resolution put to a General Meeting of the Charity by the Trustees (a simple majority of whom at a duly convened Trustee meeting shall decide to put such resolution to an Extraordinary General Meeting) and passed at such an Extraordinary General Meeting (of which at least twenty-one days' notice has been given) by three-quarters of those present in person or by proxy and voting at such Extraordinary General Meeting provided that no alteration shall be made which shall have the effect of the Charity ceasing to be a Charity.

## **29. DISSOLUTION**

If upon the winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Voting Members of the Charity, but shall be given or transferred to such other charity or charities which prohibit(s) the distribution of its or their income and property to an extent at least as great as is imposed upon the Charity by Article 5 above and having objects identical with or similar to the Objects, as the Voting Members of the Charity shall resolve at or before the time of dissolution and if that cannot be done to some other charitable object or objects.

## **30. CONFLICTS OF INTEREST**

30.1. To the extent required by law every Trustee shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict including any direct or indirect interest in a proposed or existing transaction.

30.2. The duty of a Trustee is to avoid a situation in which they have or can have a direct or indirect interest or duty that conflicts or possibly may conflict with the interests of the Charity including a wish or duty to exploit any property, information or opportunity (as specified by section 175(1) of the Companies Act 2006) would otherwise be infringed in relation to a particular situation, transaction or arrangement. The duty is not infringed if the procedure set out below is followed:

30.2.1. the matter in relation to which that duty exists has been proposed to the other Trustees at a meeting of the Board and has been authorised by them; and

30.2.2. any requirement as to the quorum of such meeting is met without counting the Trustee in question, or any other interested Trustee; and

30.2.3. the matter was agreed to without any such Trustee voting, or would have been agreed to if the vote of any such Trustee had not been counted.

30.3. In such a conflict of interest situation (including any authorisation of non-disclosure of information), where there are insufficient unconflicted Trustees present at the meeting to constitute a quorum, the unconflicted Trustees present shall be deemed to constitute a quorum for the purposes of authorising the conflict and the manner of dealing with the conflict, provided that:

30.3.1. they may only give such authorisation where they are satisfied that the conflicted Trustee or Trustees will not receive any direct or indirect benefit other than ones permitted by these Articles; and

30.3.2. the total number of Trustees at the meeting (whether conflicted or unconflicted) is equal to or higher than the quorum of the Board of Trustees.

- 30.4. In the event that all of the Trustees present at the meeting are conflicted in respect of a particular conflict of interest situation, the conflicted Trustees present at a meeting may authorise the conflict and the manner of dealing with the conflict and shall constitute a quorum for the purposes of such authorisation, provided that they satisfy the requirements set out in Article 30.3.1 and 30.3.2 above.
- 30.5. The duty to deal with conflicts referred to in Article 30.2 applies in the case of the exploitation of property, information or opportunity even if the Charity is not taking, or could not take, advantage of the opportunity.
- 30.6. The Trustees shall observe the other duties and rules in the Act, and such other rules as the Trustees as to the management of conflicts of duty or interest.
- 30.7. The Trustees may by resolution passed in the manner set out in this Article, authorise a Trustee not to disclose to the Board confidential information relating to a conflict of interest provided that it may not authorise the withholding of information relating to a direct or indirect personal benefit for the Trustee.
- 30.8. Nothing contained in this Article shall authorise a Trustee to receive any benefit not permitted elsewhere in these Articles.
- 30.9. The Charity Secretary shall notify all Voting Members within 14 days of a conflict being authorised by the Board.

## **31. DEFINITIONS**

In the Articles, unless the context indicates another meaning:

'The Act' means the Companies Acts 1985, 1989 and 2006 (in each case to the extent in force) including any modification or re-enactment thereof from time to time;

'The Articles' means the Charity's Articles of Association;

'Board' means the Board of Directors of the Charity and 'Trustees' shall be confirmed accordingly: The Directors of the Charity are also the Trustees;

'Branch' means any branch of the Charity having an agreement with the Campaign for the Protection of Rural Wales to fulfil the purposes and Objects of the Campaign for the Protection of Rural Wales in a defined locality;

'Council Meeting' means a meeting attended by representatives of the Branches.

'Chairperson' means the Chairperson of the Board of Trustees, unless otherwise qualified;

'Charities Legislation' means the Charities Acts 1992, 1993, 2006 and 2011 (in each case to the extent in force), the Charities (Accounts and Reports) Regulations 1995, 2000 and 2005 (in each case to the extent in force), and any other charities legislation or regulation which applies to the Charity, and any modification or re-enactment thereof or addition thereto from time to time;

'The Charity' means the Charity governed by these Articles;

'Clear day' means 24 hours from midnight following the relevant event;

'The Commission' means the Charity Commission for England and Wales;

'Trustee' means a Director of the Charity elected in accordance with these Articles or as part of the retirement by rotation process, or co-opted;

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

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

'Month' means calendar month;

'The Objects' means the Objects of the Charity as defined in Article 3;

'Secretary' means the Charity secretary of the Charity;

'SORP' means the Statement of Recommended Practice issued by the Charity Commission;

'Trustee' means a charity trustee of the Charity;

'Voting Member' means a Member of the Charity for the purposes of the Act;

'In writing' or 'written' refers to a legible document on paper including a fax message, or such other lawful form of communication as the Trustees determine;

'Year' means calendar year.

Words importing the singular number only shall include the plural number, and vice versa. Words importing the masculine gender only shall include the feminine gender, and words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which the Articles become binding on the Charity shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.