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COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
TARA CENTRE

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COMPANIES ACT 2006
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ARTICLES OF ASSOCIATION

- of -

TARA CENTRE

1. COMPANY NAME

The company's name is Tara Centre (and in this document it is called the "Charity").

2. INTERPRETATION

2.1. In the articles:

"address" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail address or a telephone number for receiving text messages in each case registered with the Charity;

"Annual General Meeting" means an annual general meeting of the Charity as referred to in article 9.1;

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

"the Charity" means the company intended to be regulated by the articles;

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

- the day when the notice is given or deemed to be given; and
- the day for which it is given or on which it is to take effect; and
- weekends and bank holidays;

"the Charity Commission" or **"Commission"** means the Charity Commission for Northern Ireland;

"Communicate" includes both incoming and outgoing communication;

"Companies Act" means the Companies Act 2006;

"Company Secretary" means the person appointed to perform the duties of Company Secretary of the Charity;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

“Financial Expert” means a person who is reasonably believed by the Trustees/Directors to be qualified to give the relevant advice and/or provide the relevant services by his ability in and practical experience of financial and other matters relating to the investment;

“Founder Members” means those persons referred to in article 7.2.1 who are company members and who initiated the Tara Counselling and Personal Development project now known as the Tara Centre and who have particular rights in the Charity in recognition of their outstanding contribution in envisioning, creating and developing the Charity;

“General Meeting” means a general meeting of the Charity as referred to in article 9.1;

“Members” means the Founder Members and Ordinary Members;

“the memorandum” means the Charity’s memorandum of association;

“officers” means the Trustees/Directors including the Chairperson, Company Secretary and Treasurer;

“Ordinary Members” means those persons who are company members and admitted according to article 7.2.2;

“relevant Trustee/Director” means any Trustee/Director or former Trustee/Director of the Charity;

“the seal” means the common seal of the Charity if it has one;

“Trustees/Directors” means the Trustees/Directors of the Charity. The Directors are charity trustees as defined by section 180(1) of the Charities Act (Northern Ireland) 2008;

“the United Kingdom” means Great Britain and Northern Ireland;

“Virtually” means by telephone link, video link, or other technology enabling all participants to Communicate with one another in real time without being physically present in the same place;

words importing one gender shall include all genders, and the singular includes the plural and vice versa.

- 2.2. Unless the context otherwise requires, words or expressions contained in the articles have the same meaning as in the Companies Act but excluding any statutory modification not in force when this constitution becomes binding on the Charity.

- 2.3. Apart from the exception mentioned in the previous paragraph, a reference to an Act includes any statutory modification or re-enactment of it for the time being in force

3. LIABILITY OF MEMBERS

- 3.1. 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:
- 3.1.1. payment of the Charity's debts and liabilities contracted before they cease to be a Member;
 - 3.1.2. payment of the costs, charges and expenses of the winding up; and
 - 3.1.3. adjustment of the rights of the contributories among themselves.

4. OBJECTS

- 4.1. The Charity's objects ("Objects") are specifically restricted to the following:
- 4.1.1. The advancement of health and the saving of lives by bringing relief to those in distress or despair through healing and transcending pain and trauma.
 - 4.1.2. The relief of those in need by reason of youth, age, ill-health, disability, financial hardship or other disadvantage.
 - 4.1.3. The promotion of conflict resolution and reconciliation, religious and racial harmony and equality and diversity.
 - 4.1.4. The advancement of education by nurturing a deep, active and enlightened awareness of humanity and the wider universe.
 - 4.1.5. The promotion of such other charitable purposes as may from time to time be determined.

5. POWERS

- 5.1. The Charity has power to do anything which is calculated to further its Objects or is conducive or incidental to doing to. In particular the Charity has power:
- 5.1.1. to provide advice and other charitable services;
 - 5.1.2. to open and operate bank accounts and other facilities for banking;
 - 5.1.3. to organise meetings, lectures, conferences, broadcasts or courses of instruction;

- 5.1.4. to publish or distribute information in any format;
- 5.1.5. to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and/or permits;
- 5.1.6. to accept any gift of money, property or other assets whether subject to any special trusts or not;
- 5.1.7. to erect and construct buildings on any land, currently owned by, leased to or subsequently gifted to or purchased by the Charity, and to enlarge, alter and improve buildings and generally to deal with and develop the property of the Charity;
- 5.1.8. to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 5.1.9. to pay any rent and other outgoings and expenses and execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 5.1.10. to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 5.1.11. to promote or carry out research;
- 5.1.12. to delegate the management of investments to a Financial Expert, but only on terms that:
 - 5.1.12.1. require the Financial Expert to comply with the investment policy (and any revision of that policy) set down in writing for the Financial Expert by the Trustees/Directors;
 - 5.1.12.2. require the Financial Expert to report transactions to the Trustees/Directors at such interval as the Trustees/Directors consider appropriate;
 - 5.1.12.3. require the Financial Expert to review the performance of the investments with the Trustees/Directors regularly;
 - 5.1.12.4. entitle the Trustees/Directors to cancel the delegation arrangements at any time;

- 5.1.12.5. require the investment policy and the delegation arrangement to be reviewed with the Trustees/Directors at least once a year;
- 5.1.12.6. require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees/Directors on receipt;
- 5.1.12.7. prohibit the Financial Expert from doing anything outside the powers of the Trustees/Directors;
- 5.1.13. to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees/Directors or by the Financial Expert acting under the instructions of the Trustees/Directors) and to pay any reasonable fee required;
- 5.1.14. to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 5.1.15. to purchase insurance designed to indemnify the Trustees/Directors against any personal liability in respect of any negligence, default, breach of trust or breach of duty committed by them in their capacity as Charity Trustees provided that the terms of such insurance exclude the provision of indemnity for liability incurred:
 - 5.1.15.1. to pay a fine imposed in criminal proceedings;
 - 5.1.15.2. to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
 - 5.1.15.3. by a Trustee/Director in defending criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him; or
 - 5.1.15.4. by a Trustee/Director, to the Charity, that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Charity or in the case of which he did not care whether it was in the interests of the Charity or not;
- 5.1.16. to enter into contracts to provide services to or on behalf of other bodies;
- 5.1.17. to enter into and carry into effect agreements or arrangements with associations, institutions, companies or individuals which are

reasonably necessary for the attainment or furtherance of the Charity's Objects or any of them;

- 5.1.18. to establish, participate in and support (financially or otherwise) groups, associations, federations or organisations with purposes which are within the Objects;
- 5.1.19. to institute, prosecute or defend any claims, suits or actions or other proceedings affecting the Charity or its Objects and to compromise any matter or difference or to submit any such matter to arbitration or mediation and to compromise, compound or abandon any debts owed to the Charity or any other claims and to compromise any dispute in relation to debts or any other claims against the Charity upon evidence that the Trustees/Directors shall deem sufficient and so that the Trustees/Directors shall not be responsible for any loss occasioned by any act or thing so done by them in good faith;
- 5.1.20. to pay the reasonable and proper costs of forming and administering the Charity;
- 5.1.21. to raise funds. In doing so, the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
- 5.1.22. to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 5.1.23. to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 57 and 58 of the Charities Act (Northern Ireland) 2008 (when in force);
- 5.1.24. to borrow money and to charge the whole or any part of the property belonging to the Charity or any charge or lien against the Company as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Charity must comply as appropriate with sections 60 and 61 of the Charities Act (Northern Ireland) 2008 (when in force);
- 5.1.25. to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 5.1.26. to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 5.1.27. to acquire, merge with or enter into any partnership or joint venture or arrangement with any other charity;

- 5.1.28. to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 5.1.29. to employ and remunerate such staff as are necessary for carrying out the work of the Charity and to engage the services of volunteers;
- 5.1.30. to:
 - 5.1.30.1. deposit or invest funds;
 - 5.1.30.2. employ a professional fund-manager; and
 - 5.1.30.3. arrange for the investments or other property of the Charity to be held in the name of a nominee in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act (Northern Ireland) 2001;
- 5.1.31. to do anything else within the law which the Trustees/Directors believe will promote or help promote the Objects.

6. APPLICATION OF INCOME AND PROPERTY

- 6.1. The income and property of the Charity shall be applied solely towards the promotion of the Objects.

Permitted Benefits to Members

- 6.2. Except as provided below, no part of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Charity. This shall not prevent any payment in good faith by the Charity of:
 - 6.2.1. interest at a reasonable and proper rate on money lent by any member to the Charity; and
 - 6.2.2. reasonable and proper rent for premises let by any member to the Charity.

Permitted Benefits to Trustees/Directors and Connected Persons

- 6.3. Unless the payment is permitted by sub-clause 6.4 of this article 6 no Trustee/Director may:
 - 6.3.1. sell goods, services, or any interest in land to the Charity;
 - 6.3.2. be employed by, or receive any remuneration from the Charity; or
 - 6.3.3. receive any other financial benefit from the Charity.

- 6.4. A Trustee/Director may receive the following benefits from the Charity:
- 6.4.1. a Trustee/Director or connected person may receive a benefit from the Charity in their capacity as a beneficiary of the Charity;
 - 6.4.2. a Trustee/Director may be reimbursed by the Charity for or may pay out of the Charity's property reasonable expenses incurred by him or her when acting on behalf of the Charity;
 - 6.4.3. a Trustee/Director or connected person may receive interest at a reasonable and proper rate on money lent to the Charity;
 - 6.4.4. a Trustee/Director or connected person may receive reasonable and proper rent for premises let to the Charity;
 - 6.4.5. the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with article 5.1.15;
 - 6.4.6. a Trustee/Director or other Officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set out in article 34; and
 - 6.4.7. a Trustee/Director or connected person may receive or retain any payments authorised in writing by the Charity Commission.
- 6.5. In sub-clauses 6.3 and 6.4 of this article 6, references to the Charity shall be read as references to the Charity and/or any subsidiary company.
- 6.6. In sub-clause 6.4 of this article 6, sub-clause 26.2 of article 26 and sub-clause 27.2 of article 27 "connected person" means:
- 6.6.1. a child, parent, grandchild, grandparent, brother or sister of the Trustee/Director;
 - 6.6.2. the spouse or civil partner of the Trustee/Director or of any person falling within paragraph 6.6.1 above;
 - 6.6.3. a person carrying on business in partnership with the Trustee/Director or with any person falling within paragraph 6.6.1 or 6.6.2 above;
 - 6.6.4. an institution which is controlled:
 - 6.6.4.1. by the Trustee/Director or any connected person falling within paragraph 6.6.1, 6.6.2 or 6.6.3 above; or
 - 6.6.4.2. by two or more persons falling within sub-paragraph 6.6.1, when taken together;

- 6.6.5. a body corporate in which:
 - 6.6.5.1. the Trustee/Director or any connected person falling within paragraphs 6.6.1 to 6.6.3 has a substantial interest; or
 - 6.6.5.2. two or more persons falling within sub-paragraph 6.6.1 who, when taken together, have a substantial interest.
- 6.7. Section 89(5) and paragraphs 2 to 4 of Schedule 5 of the Charities Act (Northern Ireland) 2008 applies for the purposes of interpreting the terms used in sub-clause 6.6 of this article 6.

7. MEMBERSHIP

- 7.1. The subscribers to the Memorandum are the first Members of the Charity.
- 7.2. There shall be two classes of Membership as follows:
 - 7.2.1. Founder Members
 - 7.2.1.1. Those persons who are company members and who initiated the Tara Counselling and Personal Development project now known as the Tara Centre and who have particular rights in the Charity in recognition of their outstanding contribution in envisioning, creating and developing the Charity; and
 - 7.2.2. Ordinary Members
 - 7.2.2.1. Any person interested in promoting the objects of the Charity who has been invited to apply for Ordinary Membership by the Founder Members and by a majority of the Ordinary Members of the Charity.
- 7.3. Appointment of Members
 - 7.3.1. The minimum number of Members shall be four and the maximum shall be eight.
 - 7.3.2. A Trustee/Director shall not be a Member.
 - 7.3.3. Every application for admission to Membership shall be considered by the Members as soon as is practicable. In the event that the number of Members falls below the minimum of four, the Members are required to appoint additional Members within 30 Clear Days.
 - 7.3.4. Membership is not transferable.

- 7.3.5. The Trustees/Directors must keep a Register of names and addresses of Members at the Charity's Registered Office.

8. TERMINATION OF MEMBERSHIP

- 8.1. Membership is terminated if:
- 8.1.1. the member dies;
 - 8.1.2. at any time, the Member resigns by notice to the Company Secretary, who, in addition to filing the notice and updating the Register of Members, informs the Members of the resignation in writing within 21 days of receiving it;
 - 8.1.3. in the written opinion, given to the Charity, of a registered medical practitioner treating a Member, that person has become physically or mentally incapable of acting as a Member and may remain so for more than six months;
 - 8.1.4. such Member is removed from Membership by an ordinary resolution of the Members that it is in the best interests of the Charity that his or her Membership is terminated. A resolution to remove a Member from Membership may only be passed if:
 - 8.1.4.1. the member has been given at least twenty-one clear days' notice in writing of the meeting of the Members at which the resolution will be proposed and the reasons why it is to be proposed; and
 - 8.1.4.2. the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Charity) has been allowed to make representations to the meeting.

9. GENERAL MEETINGS

- 9.1. There are two types of general meetings:
- 9.1.1. the Annual General Meeting; and
 - 9.1.2. other General Meetings.
- 9.2. The Charity must hold its first Annual General Meeting within eighteen months after the date of its incorporation; an Annual General Meeting must be held in each subsequent year and not more than fifteen months may elapse between successive Annual General Meetings.
- 9.3. At least 28 days in advance of the Annual General Meeting the Trustees/Directors shall inform the Members of the retirement of any

Trustee/Director who wishes to retire and of the name of the nominee for the position of Chairperson of the Board.

9.4. Members must annually at the Annual General Meeting:

- 9.4.1. receive the audited accounts for the Charity for the previous financial year;
- 9.4.2. receive a written report on the Charity's activities;
- 9.4.3. be informed of the retirement of those Trustees/Directors who wish to retire;
- 9.4.4. elect Trustees/Directors to fill any vacancies arising;
- 9.4.5. appoint reporting accountants or auditors for the Charity, (when required), in accordance with article 12.23.

9.5. A General Meeting may be called:

- 9.5.1. on a written request to the Trustees/Directors from Members entitled to exercise at least 10% of the voting rights of Members or, if more than twelve months have passed since the Charity last held a General Meeting, from Members entitled to exercise at least 5% of the voting rights of Members. On receipt of such a written request the Trustees/Directors must call a General Meeting within 21 days and the General Meeting must be held not more than 28 days after the date of the notice calling the General Meeting; or
- 9.5.2. by the Trustees/Directors by majority decision at any time.

10. NOTICE OF GENERAL MEETINGS

10.1. The minimum periods of notice required to hold a General Meeting of the Charity are:

- 10.1.1. twenty-one clear days' notice for an Annual General Meeting or a General Meeting called for the passing of a special resolution;
- 10.1.2. fourteen clear days' notice for all other General Meetings with the exception of 10.1.3 and 10.1.4 below;
- 10.1.3. a General Meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting who together hold not less than ninety per cent of the total voting rights;

- 10.1.4. at least thirty clear days' notice must be given in advance of a meeting at which rules or bye laws, proposed by either Members or Trustees/Directors, are to be considered.
- 10.2. The notice must specify the date, time and place of the meeting and, if applicable, the arrangements for accessing the meeting Virtually and the general nature of the business to be transacted. If the meeting is to be an Annual General Meeting, the notice must say so. Attendance at General Meetings may be in person, (which may be physically or, where applicable, Virtually), or, subject to compliance with the articles, by proxy. The notice must also contain a statement setting out the right of Members to appoint a proxy under section 324 of the Companies Act 2006 and articles 13 and 14.
- 10.3. The notice must be given to all the Members and to the Trustees/Directors and auditors.
- 10.4. The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

11. DECISIONS AT GENERAL MEETINGS

- 11.1. Decisions at General Meetings shall be made by passing resolutions.
- 11.2. Decisions involving an alteration of the Articles of Association of the Charity and other decisions so required by statute shall be made by special resolution. A special resolution is one passed by a majority of not less than seventy-five percent of all Members present and voting at a General Meeting.
- 11.3. All other decisions shall be made by ordinary resolution requiring a simple majority of all Members present and voting.

12. PROCEEDINGS AT GENERAL MEETINGS

- 12.1. No business shall be transacted at any General Meeting unless a quorum is present (physically or, where applicable, Virtually) or by proxy.
- 12.2. In the event that there is more than one Founder Member remaining, the quorum shall be fifty per cent plus one of the Members of the Charity for the time being, including one Founder Member among them. In the event that there is only one or no Founder Members remaining, the quorum shall be fifty per cent plus one of the Members of the Charity for the time being.
- 12.3. If:
 - 12.3.1. a quorum is not present within half an hour from the time appointed for the meeting; or

- 12.3.2. during a meeting a quorum ceases to be present, (including where technological issues mean that one or more of those attending Virtually is no longer able to participate fully in the meeting and this reduces the number of Members, who are able to Communicate and vote, to below the quorum), the meeting shall stand adjourned to such time and place as the Trustees/Directors shall determine.
- 12.4. The Trustees/Directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 12.5. If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present in person (which may be physically or, where applicable, Virtually) or by proxy at that time shall constitute the quorum for that meeting.
- 12.6. General Meetings shall be chaired by one of the Members, preferably, though not necessarily, by a Founder Member. The choice of chair shall be made by the Members present in person, (which may be physically or, where applicable, Virtually), or by proxy and entitled to vote.
- 12.7. The Members present in person, (which may be physically or, where applicable, Virtually), or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 12.8. The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 12.9. No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 12.10. If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting. If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present in person, (physically or, where applicable, Virtually), or by proxy at that time shall constitute the quorum for that meeting.
- 12.11. Any vote 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 secret ballot is demanded:
- 12.11.1. by the person chairing the meeting; or

- 12.11.2. by at least two Members present in person, (which may be physically or, where applicable, Virtually), or by proxy and having the right to vote at the meeting; or
- 12.11.3. by a Member or Members present in person, (which may be physically or, where applicable, Virtually), or by proxy representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
- 12.12. The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a secret ballot is demanded.
- 12.13. The result of the vote must be recorded in the minutes of the Charity together with the number or proportion of votes cast.
- 12.14. A demand for a secret ballot may be withdrawn before the secret ballot is taken, but only with the consent of the person who is chairing the meeting.
- 12.15. If the demand for a secret ballot is withdrawn, the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 12.16. A secret ballot must be taken as the person who is chairing the meeting directs, who may appoint scrutineers, (who need not be Members), and who may fix a time and place for declaring the results of the secret ballot.
- 12.17. The result of the secret ballot shall be deemed to be the resolution of the meeting at which the secret ballot is demanded.
- 12.18. A secret ballot demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 12.19. A secret ballot demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meetings directs.
- 12.20. The secret ballot must be taken within thirty days after it has been demanded.
- 12.21. If the secret ballot is not taken immediately, at least seven clear days' notice shall be given specifying the time and place at which the secret ballot is to be taken.
- 12.22. If a secret ballot is demanded, the meeting may continue to deal with any other business that may be conducted at the meeting.
- 12.23. The Members shall appoint the auditor at the Annual General Meeting and may agree by ordinary resolution the auditors' remuneration or may delegate to the Trustees/Directors the right to determine the remuneration. In the years following such an appointment the auditor shall be deemed to be re-appointed unless the Members decide otherwise. The Trustees/Directors

shall have the right to fill a casual vacancy of an auditor which occurs between Annual General Meetings and to determine the audit fee.

13. 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 member appointing the proxy;

13.1.2. identifies the person appointed to be that 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 Member appointing the proxy, or is authenticated in such manner as the Trustees/Directors 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 secret ballot (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. VOTES OF MEMBERS

- 15.1. Every Member shall have one vote.
- 15.2. Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

16. WRITTEN RESOLUTIONS

- 16.1. 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 Members who would have been entitled to vote upon it had it been proposed at a General Meeting shall be effective provided that:
- 16.1.1. a copy of the proposed resolution has been sent to every eligible Member of the Charity;
 - 16.1.2. a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified its agreement to the resolution; and
 - 16.1.3. it is contained in an authenticated document, which has been received by the Company Secretary at the registered office within the period of 28 days beginning with the circulation date.
- 16.2. A resolution in writing may comprise several copies to which one or more Members have signified their agreement.

17. TRUSTEES/DIRECTORS

- 17.1. A Trustee/Director must be a natural person aged sixteen years or older.
- 17.2. No one may be appointed a Trustee/Director if he or she would be disqualified from acting under the provisions of article 21.
- 17.3. The number of Trustees/Directors shall not be less than four nor more than ten.
- 17.4. All Trustee/Directors must sign a written declaration of willingness to act as a director of the Charity. A Trustee/Director may not appoint an alternate Trustee/Director or anyone to act on his or her behalf at meetings of the Trustees/Directors.

18. POWERS OF TRUSTEES/DIRECTORS

- 18.1. The Trustees/Directors shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Act, the articles or any special resolution passed by the Members of the Charity.
- 18.2. No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees/Directors.
- 18.3. Any meeting of Trustees/Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees/Directors.

19. RETIREMENT OF TRUSTEES/DIRECTORS

- 19.1. From the date of adoption of these articles Trustees/Directors shall be appointed at the Annual General Meeting for an initial period of up to five terms of office. Each term of office shall be calculated from the date of one Annual General Meeting to the next at the end of which they will retire but be eligible to be appointed as a Trustee/Director of the Charity for a further period of up to five terms of office. The current period of appointment of any Trustee/Director serving at the date of adoption of these articles shall be taken into account in calculating a person's term of office.
- 19.2. The Members may by ordinary resolution appoint a person between Annual General Meetings who is willing to be a Trustee/Director either to fill a vacancy or as an additional Trustee/Director and such person shall serve until the next Annual General Meeting only.
- 19.3. If a Trustee/Director is required to retire at an Annual General Meeting by a provision of the articles, the retirement shall take effect upon the conclusion of the meeting.

20. APPOINTMENT OF TRUSTEES/DIRECTORS

- 20.1. The Trustees/Directors shall be appointed at the Annual General Meeting by the Members present as follows:
 - 20.1.1. all of the Trustees/Directors shall be appointed by both Founder and Ordinary Members on the basis of one vote per Member;
 - 20.1.2. all Trustees/Directors shall be selected on the basis of their willingness and ability to serve, their governance training/experience, their commitment to promoting the Objects of the Charity and their support for the vision, ethos and values of the Company.
- 20.2. The appointment of a Trustee/Director must not cause the number of Trustees/Directors to exceed the maximum number of ten.

21. DISQUALIFICATION AND REMOVAL OF TRUSTEES/DIRECTORS

21.1. A Trustee/Director shall cease to hold office if he or she:

- 21.1.1. ceases to be a Director by virtue of any provision in the Companies Acts or is prohibited by law from being a company director;
- 21.1.2. has been disqualified from acting as a company director or charity trustee at any time regardless of whether leave has been granted to act as a company director or a waiver has been granted in relation to a disqualification as a charity trustee;
- 21.1.3. is disqualified from acting as a trustee, by virtue of section 86 of the Charities Act (Northern Ireland) 2008 (or any statutory re-enactment or modification of that provision);
- 21.1.4. becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- 21.1.5. resigns as a Trustee/Director by notice to the Charity, (but only if at least four Trustees/Directors will remain in office when the notice of resignation is to take effect);
- 21.1.6. is removed from office by resolution of the Charity in General Meeting;
- 21.1.7. is absent from three successive meetings of the Trustees/Directors without giving adequate reason to the Trustees/Directors and the Trustees/Directors resolve by a majority that his or her office is to be vacated;
- 21.1.8. is, in the opinion of all of the Founder Members and a simple majority of all of the Ordinary Members of the Charity, not acting in accordance with article 20.1.2.

22. REMUNERATION OF TRUSTEES/DIRECTORS

The Trustees/Directors must not be paid any remuneration unless it is authorised by Article 6.

23. PROCEEDINGS OF TRUSTEES/DIRECTORS

- 23.1. The Trustees/Directors may regulate their proceedings as they think fit, subject to the provisions of the articles. Trustees/Directors shall endeavour to make decisions on the basis of consensus. Where consensus cannot be achieved, decisions shall be made on the basis of a simple majority. In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.

- 23.2. The minimum period of notice required to hold a Trustees/Directors' meeting is eight clear days, except that shorter notice may be given in circumstances where a meeting is called to deal with matters of an urgent nature.
- 23.3. Any Trustee/Director may call a meeting of the Trustees/Directors.
- 23.4. The Company Secretary must call a meeting of the Trustees/Directors if requested to do so by a Trustee/Director.
- 23.5. A meeting may be held by suitable electronic means agreed by the Trustees/Directors in which each participant may Communicate with all other participants simultaneously. This may include:
- 23.5.1. physical meetings where all participants are present in the same room;
 - 23.5.2. virtual meetings where all participants access the meeting Virtually;
 - 23.5.3. hybrid meetings where some participants attend physically and some attend Virtually;
 - 23.5.4. satellite meetings where there are two or more physical venues linked Virtually and all participants are physically present with at least one other participant.
- 23.6. In deciding how to conduct their meetings, the Trustees/Directors must have regard to the impact their choice of venue or virtual platform has on how accessible their meeting is to all potential participants.
- 23.7. Where a Trustees/Directors' meeting is being held Virtually, (whether fully Virtually or partly Virtually), and there is a failure in the technology such that one or more participants is unable to Communicate with the other participants, those participants who are still able to participate fully must check whether the meeting is still quorate. If the meeting is not quorate, or it is unclear whether the meeting is quorate, and the ability for all participants to Communicate is not re-established within 10 minutes, the Trustees/Directors must adjourn the meeting. If the meeting is still quorate, the Trustees/Directors may either continue the meeting or adjourn it.
- 23.8. No decision may be made by a meeting of the Trustees/Directors unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the Trustees/Directors in which a participant or participants may Communicate with all the other participants.
- 23.9. The quorum shall be fifty per cent plus one of the Trustees/Directors for the time being.

- 23.10. A Trustee/Director shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee/Director is not entitled to vote.
- 23.11. If the number of Trustees/Directors is less than the number fixed as the quorum, the continuing Trustees/Directors or Trustee/Director may act only for the purpose of calling a General Meeting.
- 23.12. The Trustees/Directors shall nominate a Trustee/Director to be Chairperson of the Board to serve for a period of up to four years from the date of appointment and then submit such nomination to the Members for ratification. If this nomination is ratified by the Members, the appointee is eligible for re-appointment as Chairperson for a further four years. If, however, the Members decide not to ratify such nomination, then a further nomination shall be sought by the Members from the Trustees/Directors for ratification. If, after several attempts, agreement cannot be reached between the Trustees/Directors and the Members, then the Members shall have the right to appoint a Chairperson of the Board and specify the period for which he or she is to hold office.
- 23.13. If at any meeting the Chairperson is not present (including Virtually) within fifteen minutes after the time appointed for holding the same, the Trustees/Directors present may choose one of their number to be Chairperson of that meeting.
- 23.14. The Trustees/Directors shall appoint a Company Secretary and a Treasurer from amongst themselves and determine the period for which they shall hold office.
- 23.15. A resolution in writing agreed by a simple majority of all the Trustees/Directors entitled to receive notice of a meeting of Trustees/Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees/Directors duly convened and held provided that:
- 23.15.1. a copy of the resolution is sent or submitted to all the Trustees/Directors eligible to vote; and
- 23.15.2. a simple majority of Trustees/Directors has signified its agreement to the resolution in an authenticated document or documents which are received by the Company Secretary at the registered office within the period of twenty-eight days beginning with the circulation date.
- 23.16. The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees/Directors has signified their agreement.

24. COMMITTEES

- 24.1. The Trustees/Directors may delegate any of their powers or functions to committees of the Board, membership of which will include at least one Trustee/Director, but the terms of any delegation must be recorded in the minutes of the Board meeting at which the delegation is decided including that they may meet Virtually applying the same provisions as apply to Trustees/Directors meetings.
- 24.2. The Trustees/Directors shall impose appropriate conditions when delegating, including the conditions that:
 - 24.2.1. the relevant powers are to be exercised exclusively by the committee to whom they are delegated;
 - 24.2.2. no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees/Directors.
- 24.3. The Trustees/Directors may revoke or alter a delegation.
- 24.4. All acts and proceedings of any committees must be fully and promptly reported in writing to the Trustees/Directors by the chairperson of the committee

25. DECLARATION OF TRUSTEES'/DIRECTORS' INTERESTS

A Trustee/Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Trustee/Director must absent himself or herself from any discussions of the Trustees/Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

26. CONFLICTS OF INTEREST

- 26.1. If a conflict of interest arises for a Trustee/Director 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/Directors may authorise such a conflict of interests where the following conditions apply:
 - 26.1.1. the conflicted Trustee/Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - 26.1.2. the conflicted Trustee/Director does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees/Directors is present at the meeting;

- 26.1.3. the unconflicted Trustees/Directors consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances applying.
- 26.2. In this article, a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to a conflict which does not involve a direct or indirect benefit of any nature to a Trustee/Director or to a connected person.

27. VALIDITY OF TRUSTEES'/DIRECTORS' DECISIONS

- 27.1. Subject to article 27.2, all acts done by a meeting of Trustees/Directors, or of a committee of Trustees/Directors shall be valid notwithstanding the participation in any vote of a Trustee/Director:

- 27.1.1. who was disqualified from holding office;
- 27.1.2. who had previously retired or who had been obliged by the articles to vacate office;
- 27.1.3. who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if without:

- 27.1.4. the vote of that Trustee/Director, and
- 27.1.5. that Trustee/Director being counted in the quorum,

the decision has been made by a majority of the Trustees/Directors at a quorate meeting.

- 27.2. Article 27.1 does not permit a Trustee/Director or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees/Directors or of a committee of Trustees/Directors if, but for article 27.1, the resolution would have been void, or if the Trustee/Director has not complied with article 25.

28. ADVISORY GROUP

- 28.1. The Trustees/Directors shall establish an Advisory Group membership of which is limited to the Members of the Charity. The Trustees/Directors and the Advisory Group shall collaborate to agree any terms of reference or regulations as may be required to facilitate the working of the Advisory Group.
- 28.2. The role of the Advisory Group shall be to provide an opportunity to the Trustees/Directors to brief the Members on developments of the Charity. It will also be a forum in which the Members will provide advice and guidance

to the Trustees/Directors on matters relating to the vision, ethos, values and the development and operation of the Charity as they consider necessary.

- 28.3. The Members of the Advisory Group shall appoint a Chairperson of the Advisory Group's meetings. If at any meeting the chairperson is not present within fifteen minutes after the time appointed for holding the same, the Members of the Advisory Group may choose one of their number to be Chairperson of that meeting.
- 28.4. The Advisory Group shall meet with the Trustees/Directors at least twice annually.

29. THE SEAL

- 29.1. If the Charity has a Seal, it shall only be used by the authority of the Trustees/Directors. The Trustees/Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee/Director and also by the Company Secretary or by a second Trustee/Director.
- 29.2. If the Charity does not have a Seal, any instrument that requires signing by the Charity shall be signed by a Trustee/Director and also by the Company Secretary or by a second Trustee/Director.

30. MINUTES

- 30.1. The Company Secretary must ensure that minutes are kept of all:
- 30.1.1. appointments of Officers made by the Members or Trustees/Directors;
 - 30.1.2. proceedings at meetings of the Charity;
 - 30.1.3. meetings of the Trustees/Directors and committees of Trustees/Directors including:
 - 30.1.3.1. the names of the Trustees/Directors present at the meeting;
 - 30.1.3.2. the decisions made at the meetings; and
 - 30.1.3.3. where appropriate the reasons for the decisions.

31. ACCOUNTS

- 31.1. The Trustees/Directors must prepare for each financial year accounts as required by the Companies Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

- 31.2. The Trustees/Directors must keep accounting records as required by the Companies Act and shall submit the annual confirmation return to Companies House.

32. ANNUAL REPORT AND RETURN AND ACCOUNTS

- 32.1. The Trustees/Directors must comply with their obligations under the Charities Act (Northern Ireland) 2008 with regard to:
- 32.1.1. the transmission of the statements of account to the Commission;
 - 32.1.2. the preparation of an Annual Report and its transmission to the Commission;
 - 32.1.3. the preparation of an Annual Return and its transmission to the Commission.
- 32.2. The Trustees/Directors must notify the Commission promptly of any changes to the Charity's entry on the Register of Charities.

33. MEANS OF COMMUNICATION TO BE USED

- 33.1. The Charity can send or supply any notices or documents which the Companies Act requires to be sent or supplied in any way which is permitted by the Companies Act and by the articles of the Charity.
- 33.2. Subject to the articles, any notice or document to be sent or supplied to a Trustee/Director in connection with the taking of decisions by Trustees/Directors may also be sent or supplied by the means by which that Trustee/Director has asked to be sent or supplied with such notices or documents for the time being.
- 33.3. Any notice to be given to or by any person pursuant to the articles:
- 33.3.1. must be in writing, or
 - 33.3.2. must be given in electronic form.
- 33.4. The Charity may give any notice to a Member either:
- 33.4.1. personally, or
 - 33.4.2. by sending it by post in a prepaid envelope addressed to the Member at his or her address, or
 - 33.4.3. by leaving it at the address of the Member, or
 - 33.4.4. by giving it in electronic form to the Member's address.

- 33.5. A Member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom or the Republic of Ireland shall not be entitled to receive any notice from the Charity.
- 33.6. A Member present in person (which may be physically or, where applicable, Virtually) 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.
- 33.7. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 33.8. 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 section 1147 of the Companies Act 2006.
- 33.9. In accordance with section 1147 of the Companies Act 2006, notice shall be deemed to be given:
- 33.9.1. forty-eight hours after the envelope containing it was posted; or
- 33.9.2. in the case of an electronic form of communication, forty-eight hours after it was sent.

34. INDEMNITY

- 34.1. The Charity shall indemnify every relevant Trustee/Director against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.
- 34.2. In this article a “relevant Trustee/Director” means any Trustee/Director or former Trustee/Director of the Charity.

35. RULES OR BYE LAWS

- 35.1. The Members and/or the Trustees/Directors may from time to time propose for consideration at an Annual General Meeting or other General Meeting such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity.
- 35.2. Where the Trustees/Directors act with regard to paragraph 35.1 above, they shall adopt such means as they think sufficient, with the exception of verbal communication only, to bring the proposed rules or bye laws to the notice of the Members of the Charity, ensuring that they are received by them at least thirty clear days in advance of the meeting at which they are to be considered.

- 35.3. No rule(s) or bye law(s) shall be inconsistent with, or shall affect or repeal anything contained in the articles of the Charity.
- 35.4. The Charity in General Meeting has the power to approve, alter, add to or repeal any proposed rules or bye laws.
- 35.5. Rules or bye laws approved by the Charity in General Meeting shall be binding on all Members and Trustees/Directors of the Charity.

36. DISSOLUTION

- 36.1. The Members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:
 - 36.1.1. directly for the Objects; or
 - 36.1.2. by transfer to any charity or charities for purposes similar to the Objects; or
 - 36.1.3. to any charity or charities for use for particular purposes that fall within the Objects.
- 36.2. Subject to any resolution of the Members of the Charity, the Trustees/Directors of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on dissolution of the Charity be applied or transferred:
 - 36.2.1. directly for the Objects; or
 - 36.2.2. by transfer to any charity or charities for purposes similar to the Objects; or
 - 36.2.3. to any charity or charities for use for particular purposes that fall within the Objects.
- 36.3. In no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity (except to a Member that is itself a charity).
- 36.4. In the event of neither the Members nor the Trustees/Directors discharging the responsibilities detailed in articles 36.1 and 36.2 above, the net assets of the Charity shall be applied for charitable purposes as directed by the Court or the Commission.