

Charity No. 258489  
Company No. 951524

THE COMPANIES ACT 2006

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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ARTICLES OF ASSOCIATION

of

BURGHLEY HOUSE PRESERVATION TRUST LIMITED

(as adopted by Special Resolution dated 1 July 2011  
and as amended by Special Resolution dated 22 December 2022)

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Incorporated the 3rd day of April 1969

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FARRER & CO  
66 Lincoln's Inn Fields  
London WC2A 3LH

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BURGHLEY HOUSE PRESERVATION TRUST LIMITED

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GENERAL

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

"the Act"	The Companies Act 2006;
"the Chairman"	The chairman of the Governing Body, elected pursuant to Article 45;
"the Charities Acts"	The Charities Acts 1992, 1993 and 2006;
"the Companies Acts"	The Companies Acts 1985, 1989 and 2006;
"the Commission"	the Charity Commission for England and Wales;
"the presents"	these Articles of Association and the regulations of the Trust from time to time in force;
"the Trust"	the above-named Burghley House Preservation Trust Limited;

"the Governing Body"	the Governing Body for the time being of the Trust;
"the Office"	the registered office of the Trust;
"the Seal"	the Common Seal of the Trust;
"the United Kingdom"	Great Britain and Northern Ireland;
"Month"	calendar month;
"in Writing"	a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail.

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.

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 these presents become binding on the Trust shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

## NAME

2. The name of the Company is "BURGHLEY HOUSE PRESERVATION TRUST LIMITED".

## REGISTERED OFFICE

3. The Registered Office of the Trust will be situate in England.

## OBJECTS

- <sup>14</sup>. The general object of the Trust is the advancement of historic and aesthetic education, and for the purpose of carrying out that general object the primary objects of the Trust are in particular:
- (A) To preserve as national monuments buildings of national historic or architectural or artistic interest and importance and to protect and improve the amenities of such buildings and their surroundings.
  - (B) To preserve for the benefit of the nation and as an adjunct to any such buildings as aforesaid furniture, pictures and other chattels of national historic or artistic interest.
  - (C) To facilitate and encourage the access to and the study and appreciation of such buildings, grounds, furniture, pictures and chattels as aforesaid by the general public.
  - (D) To conserve, restore and improve for the benefit of the nation the natural environment of property held by the Trust and to promote ecologically sustainable practices in estate management thereon.

## POWERS

- <sup>25</sup>. In furtherance of the above general object and primary objects but not otherwise the Trust shall have the following powers:
- (A) To accept gifts of or any interest in any real or personal property (including in particular the Mansion known as Burghley House, Stamford in the County of Lincoln and the contents thereof or any part or parts thereof respectively) for the general purposes of the Trust or for any particular purpose thereof.

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<sup>1</sup> The Trust amended its objects clause by Special Resolution dated 3 July 1998 (as approved by letter of the Charity Commission dated 13 May 1998). That clause has been replicated in full in these Articles.

<sup>2</sup> The Trust amended its powers by Special Resolutions dated 3 July 1998 and 22 April 2004 (as approved by letters of the Charity Commission dated 13 May 1998 and 14 September 2004 respectively). Those powers have been replicated in full in these Articles.

- (B) To purchase, take on lease or in exchange or on loan, hire or otherwise acquire any real or personal property and any rights or privileges necessary for the promotion of the objects of the Trust.
- (C) To construct, erect, furnish, equip, maintain, alter, renew, improve and insure buildings, chattels and property of every description.
- (D) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Trust for the promotion of its objects and in particular to make reasonable charges for the admission of the public to any buildings or other property for the time being owned or occupied by the Trust.
- (E) To provide refreshment, transport and other facilities and services for the conveyance of members of the public obtaining admission to any buildings or other property for the time being owned or occupied by the Trust and to make reasonable charges in respect of any such facilities or services Provided that the Trust shall not carry on any trade or business which is not ancillary to and in furtherance of the general and primary objects of the Trust.
- (F) To commission, publish, distribute and sell books, plans, pamphlets and other publications of every description but only such as are necessary for the furtherance of the general and primary object of the Trust.
- (G) To advertise in such manner as may be thought expedient with a view to promoting the objects of the Trust.
- (H) To found, create, maintain and offer scholarships exhibitions prizes and rewards for education purposes and in particular for purposes connected with historic or aesthetic education.
- (I) To borrow or raise money for the purposes of the Trust and to borrow for the purpose of raising funds for investment on such terms and on such security as may be thought fit and in particular by the issue of debentures or debenture stock charged on all or any of the Trust's property.
- (J) To invest the monies of the Trust not immediately required for its purposes (including monies borrowed pursuant to Article 5(I)) in or upon such investments, securities or

property as may be thought fit, but subject nevertheless to such conditions (if any) and with such sanction (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.<sup>3</sup>

- (K) To undertake and execute any charitable trusts which may lawfully be undertaken by the Trust.
- (L) To amalgamate, affiliate or co-operate with and subscribe to any association, society or corporation whose objects shall be exclusively charitable and to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagement of any association, society or corporation Provided that the Trust shall not amalgamate, affiliate with or subscribe to any association, society or corporation which shall not prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Trust under or by virtue of Article 6 hereof.
- (M) Subject to Article 6 hereof to grant pensions, allowances and gratuities to past or present officers or servants of the Trust or to the necessitous dependants of such persons and to establish and maintain or participate in trust funds or schemes (whether contributory or non-contributory) for providing pensions for any such persons as aforesaid.
- (N) To do all such other lawful things as shall further the attainment of the above objects or any of them.
- (O) Notwithstanding that one or more members of the Governing Body may also be an executor of the Will of the Sixth Marquess of Exeter or a trustee of his Will Trust to enter into transactions generally with such executors or trustees provided that:
  - the Governing Body shall on each occasion seek the prior Written approval of the Commission;
  - a Governor who is also such executor or trustee shall:
    - (i) withdraw from a meeting during discussion of any such transaction; and

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<sup>3</sup> The Trust amended Articles 5(I) and 5(J) by Special Resolution dated 22 December 2022.

- (ii) not be counted in the quorum for that part of the meeting or vote on the matter.
- the Governing Body shall before entering into such a transaction obtain and consider the appropriate professional advice of a person instructed by them and acting exclusively for the Trust.
- (P) To make grants or loans of money and to give guarantees.
  - (Q) To establish subsidiary companies to assist or act as agents for the Trust.
  - (R) To insure the property of the Trust against any foreseeable risk and to take out other insurance policies to protect the Trust when required.
  - (S) To insure the members of the Governing Body against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the member of the Governing Body concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty.
  - (T) To delegate the management of investments to a financial expert, but only on terms that:
    - (i) the investment policy is set down in Writing for the financial expert by the Governing Body;
    - (ii) every transaction is reported promptly to the Governing Body;
    - (iii) the performance of the investments is reviewed regularly with the Governing Body;
    - (iv) the Governing Body is entitled to cancel the delegation arrangement at any time;
    - (v) the investment policy and the delegation arrangement are reviewed at least once a year;

- (vi) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Governing Body on receipt;
  - (vii) the financial expert must not do anything outside the powers of the Governing Body.
- (U) To arrange for investments or other property of the Trust to be held in the name of a nominee company or custodian acting under the control of the Governing Body or of a financial expert acting under their instructions and to pay any reasonable fee required.

Provided always and it is hereby declared that the Trust exists for charitable purposes only and notwithstanding anything hereinbefore contained nothing shall be an object of the Trust which is not a charitable object.

Provided also that the Trust shall not support with its funds any object or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Trust would make it a Trade Union.

#### BENEFITS TO MEMBERS AND THE GOVERNING BODY

- <sup>46</sup>. The income and property of the Trust, whencesoever derived, shall be applied solely towards the promotion of the objects of the Trust as set forth in these Articles, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Trust. Provided that nothing herein shall prevent the payment of indemnity insurance as provided for by Article 5(S) and the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Trust, or to any member of the Trust, or to any company of which a member of the Trust may be an officer or member, in return for any services actually rendered to or provided for the Trust, nor prevent the payment of interest at a rate not exceeding 5% per annum on money lent or reasonable or proper rent for property let to the Trust by any member of the Trust, or by any company of which a member of the Trust may be an officer or member, nor prevent the

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<sup>4</sup> This Article was changed by a Special Resolution of the Trust dated 22 April 2004 (as approved by a letter of the Charity Commission dated 14 September 2004)



gratuitous distribution amongst members of the Trust of any books or other publications, whether published by the Trust or not, relating to all or any of the objects of the Trust as set out above; but so that no member of the Governing Body of the Trust and no company of which a member of such Governing Body may be an officer or member shall be appointed to any salaried office of the Trust or to any office of the Trust paid by fees; and no member of such Governing Body who shall lend any money or let any property or render or provide any services to or for the Trust, or who may be an officer or member of any company which shall lend any money or let any property or render or provide any services to or for the Trust, shall be present at or take part in any discussion or decision of such Governing Body concerning the terms upon which any such money property or services shall be so lent, let, rendered or provided or any matter arising thereout respectively.

## MEMBERSHIP

7. The Trust must maintain a register of members in accordance with the Act, and every member of the Trust shall either sign a Written consent to become a member or sign the register of members on becoming a member.
8. The subscribers to the Memorandum of Association and such other persons as the Governing Body shall admit to membership in accordance with the provisions hereinafter contained shall be members of the Trust.
9. No person shall be admitted a member of the Trust unless he is first approved of by the Governing Body and the Governing Body shall have absolute discretion as to the admission of any person. Where any person desires to be admitted to membership of the Trust he must first sign and deliver to the Trust an application for admission framed in such terms as the Governing Body shall require.
10. A person may terminate his membership of the Trust by giving to the Trust notice in Writing to that effect in such form as the Governing Body shall require.

## GENERAL MEETINGS

11. The Governing Body may whenever they think fit convene a General Meeting and General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by ss 303 and 305 of the Act.

12. 14 days' notice in Writing at least of every General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Trust; but with the consent of all the members entitled to receive notices thereof, or of such proportion thereof as is prescribed by the Act, a meeting may be convened by such notice as those members may think fit.
13. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

14. 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 three members personally present shall be a quorum.
15. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the Meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Governing Body may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum.
16. The Chairman (if any) of the Governing Body shall preside as chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some member of the Governing Body, or if no such member be present, or if all the members of the Governing Body present decline to take the chair, they shall choose some member of the Trust who shall be present to preside.
17. The chairman of a meeting may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn a 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 30 days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.

18. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the chairman of the meeting or by at least three members present in person or by proxy, or by a member or members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the chairman of the meeting 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 Trust 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.
19. Subject to the provisions of Article 20, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner as the chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
20. No poll shall be demanded or held on the election of a chairman of a meeting or on any question of adjournment.
21. In the case of any equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.
22. 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.

#### VOTES OF MEMBERS

23. Subject as hereinafter provided, every member shall have one vote.
24. Save as herein expressly provided, no member other than a member duly registered, who shall have paid every sum (if any) which shall be due and payable to the Trust in respect of his

membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any General Meeting.

25. Votes may be given either personally or by proxy. A corporation may vote by its duly authorised representative. A proxy need not be a member.
26. The instrument appointing a proxy shall be in Writing under the hand of the appointor or his attorney duly authorised in Writing or if such appointor is a corporation under its Common Seal, if any, if none, then under the hand of some officer duly authorised in that behalf.
27. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the office not less than 48 hours (excluding weekends and bank holidays) before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.
28. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death, or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in Writing of the death, insanity or revocation as aforesaid shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.
29. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:

## BURGHLEY HOUSE PRESERVATION TRUST LIMITED

"I .....  
"of .....  
"a member of BURGHLEY HOUSE PRESERVATION TRUST LIMITED  
"HEREBY APPOINT .....  
"of .....  
"and failing him, .....  
"of .....  
"to vote for me and on my behalf at the [Adjourned] General Meeting of the Trust  
"to be held on the .... day of .....20....and at every adjournment thereof,  
"AS WITNESS my hands this ..... day of .....20....."

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

## WRITTEN RESOLUTIONS OF MEMBERS

30. Subject to Article 37, any resolution that may be passed validly at a general meeting of the Trust may be passed as a Written resolution.
31. A Written resolution may be proposed by the Governing Body or by 5% or more of the members (on Written request to the Governing Body).
32. If the members exercise their right to propose a Written resolution:
  - (a) they may also require the Trust to circulate with it an accompanying statement of up to 1,000 words on the subject matter of the resolution; and
  - (b) such members shall meet the costs of circulating the Written resolution (and, where relevant, any accompanying statement), unless the Trust resolves otherwise.
33. The Governing Body must circulate any proposed Written resolution to all members, together with:
  - (a) any accompanying statement;
  - (b) guidance on how to signify agreement to the resolution; and

- (c) the date by which the resolution must be passed if it is not to lapse.
34. A member signifies agreement to a proposed Written resolution when the Trust receives from him an authenticated document (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it.
35. Subject to Article 36, a Written resolution is passed when:
- (a) in the case of an ordinary resolution, a simple majority of the members have signified their agreement to it; and
  - (b) in the case of a special resolution, at least 75% of the members have signified their agreement to it.
36. A proposed Written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.
37. The following may not be passed as a Written resolution:
- (a) a resolution to remove a member of the Governing Body before his period of office expires; and
  - (b) a resolution to remove an auditor before his period of office expires.

#### THE GOVERNING BODY

38. Until otherwise determined by a General Meeting, the number of the members of the Governing Body shall not be less than four or more than thirty.
39. The members of the Governing Body shall be:
- (a) the subscribers to the Memorandum of Association; and
  - (b) such other persons (being members of the Trust) as shall from time to time be elected thereto by the Governing Body.

## POWERS OF THE GOVERNING BODY

40. Subject to the provisions of Article 6 the business of the Trust shall be managed by the Governing Body who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Trust as they think fit, and may exercise all such powers of the Trust, and do on behalf of the Trust, all such acts as may be exercised and done by the Trust, and as are not by statute or by these presents required to be exercised or done by the Trust in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the statutes for the time being in force and affecting the Trust and to such regulations, being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Trust in General Meeting, but no regulation made by the Trust in General Meeting shall invalidate any prior act of the Governing Body which would have been valid if such regulation had not been made.
41. The members for the time being of the Governing Body may act notwithstanding any vacancy in their body; provided always that in case the members of the Governing Body shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Governing Body for the purpose of admitting persons to membership of the Trust filling up vacancies in their body or of summoning a General Meeting, but not for any other purpose.

## DISQUALIFICATION OF MEMBERS OF THE GOVERNING BODY

42. The office of a member of the Governing Body shall be vacated:
- (a) if a receiving order is made against him or he makes any arrangement or composition with his creditors;
  - (b) if he becomes of unsound mind;
  - (c) if he ceases to be a member of the Trust;
  - (d) if by notice in Writing to the Trust he resigns his office;
  - (e) if he is disqualified under the Charities Acts from acting as a charity trustee; or
  - (f) if he is removed from office by a resolution duly passed pursuant to s.168 of the Act.

## PROCEEDINGS OF THE GOVERNING BODY

43. The Governing Body may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman of the meeting shall have a second or casting vote.
44. A member of the Governing Body may, and on the request of a member of the Governing Body the Secretary (if any) shall, at any time summon a meeting of the Governing Body by notice served upon the several members of the Governing Body. A member of the Governing Body who is absent from the United Kingdom and who has no registered address in the United Kingdom shall not be entitled to notice of a meeting.
45. The Governing Body shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Governing Body at which he shall be present, and may determine for what period he is to hold office, but if no such Chairman be elected or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Governing Body shall choose one of their number to be chairman of the meeting.
46. A meeting of the Governing Body at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Trust for the time being vested in the Governing Body generally.
47. The Governing Body may delegate any of their powers to committees consisting of such member or members of the Governing Body as they think fit, and any committee so formed shall in the execution of the powers so delegated conform to any regulations imposed on it by the Governing Body. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Governing Body so far as applicable and so far as the same shall not be superseded by any regulations made by the Governing Body as aforesaid.
48. All acts bona fide done by any meeting of the Governing Body or of any committee of the Governing Body or by any person acting as a member of the Governing Body shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or



continuance in office of any such member or person acting as aforesaid 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 member of the Governing Body.

49. A resolution in Writing circulated to all the members for the time being of the Governing Body or of any committee of the Governing Body and approved by a simple majority of them shall be as valid and effectual as if it had been passed at a meeting of the Governing Body or of such committee duly convened and constituted.
50. A meeting of the Governing Body may be held either in person or by suitable electronic means agreed by the Governing Body in which all participants may communicate with all the other participants.
51. A member of the Governing Body must avoid a situation in which he has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:
  - (A) the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - (B) the situation is authorised by the unconflicted members of the Governing Body in accordance with Articles 52 and 53 (or, in the case of a conflict falling within Article 5(O), the Charity Commission); or
  - (C) the situation relates to the purchase of trustee indemnity insurance.
52. If a conflict of interest arises for a member of the Governing Body which falls within Article 5(O) the procedure for the authorisation and management of conflicts of interest in that Article must be observed. In the case of any other conflict of interest, the unconflicted members of the Governing Body may authorise the conflict provided that:
  - (A) the procedure in Article 53 is followed;
  - (B) authorisation will not result in any direct or indirect benefit being conferred on any member of the Governing Body that would breach Article 6; and

- (C) the unconflicted members of the Governing Body consider that it is in the best interests of the Trust to authorise the conflict of interests in the circumstances.
53. Whenever a member of the Governing Body has an interest in a matter to be discussed at a meeting of the Governing Body, the member of the Governing Body concerned must:
- (A) declare an interest before discussion begins on the matter;
  - (B) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
  - (C) not be counted in the quorum for that part of the meeting; and
  - (D) withdraw during the vote and have no vote on the matter.

#### SECRETARY

54. A Secretary may be appointed by the Governing Body for such time at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. The Governing Body 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.

#### THE SEAL

55. The Seal of the Trust shall only be used by the authority of the Governing Body or of a committee of the Governing Body authorised by the Governing Body. The Governing Body may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a member of the Governing Body and by the Secretary (if any) or by a second member of the Governing Body.

#### RECORDS & ACCOUNTS

56. The Trust must comply with the requirements of the Companies Acts and of the Charities Acts as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- (a) annual reports;
  - (b) annual returns; and
  - (c) annual statements of account.
57. The Governing Body must keep proper records of:
- (a) all resolutions of members passed otherwise than at a general meeting;
  - (b) all proceedings at general meetings;
  - (c) all proceedings at meetings of the Governing Body;
  - (d) all reports of committees; and
  - (e) all professional advice obtained.
58. The records referred to in Articles 57(a), 57(b) and 57(c) must be kept for 10 years from the date of the resolution, general meeting or Governing Board meeting, as relevant.
59. Accounting records relating to the Trust must be made available for inspection by any member of the Governing Body at any reasonable time during normal office hours and may be made available for inspection by members who are not members of the Governing Body if the Governing Body so decide.
60. A copy of the Trust's latest available statement of account or annual report must be supplied on request to any member of the Governing Body or member of the Trust, free of charge. A copy of either document must also be supplied within two months to any other person who makes a Written request for it and pays the Trust's reasonable costs.
61. The minutes of any meeting, if purporting to be signed by the chairman of such meeting or by the chairman of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated.

## AUDIT

62. Once at least in every year the accounts of the Trust shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditors or auditors.
63. Auditors shall be appointed and their duties regulated in accordance with the Act.

## COMMUNICATION WITH MEMBERS

64. The Trust may validly send or supply any document (including any notice) or information to a member:
- (a) by delivering it by hand to the address recorded for the member in the register of members;
  - (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the member in the register of members;
  - (c) by fax to a fax number notified by the member in Writing;
  - (d) by electronic mail to an email address notified by the member in Writing; or
  - (e) by means of a website the address of which has been notified to the member in Writing;

in accordance with these Articles.

65. The Trust may only send a document or information to a member by electronic mail:
- (a) where the member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and
  - (b) to the address specified for that purpose by the member.

66. The Trust may send a document or information to a member via a website if the member concerned has not responded within 28 days of the Trust sending him a request asking him to agree to the Trust communicating with him in that manner, provided that:
- (a) the request stated clearly what the effect of failure to respond would be;
  - (b) when the request is sent to the member, at least 12 months have passed since the Trust last requested the member to agree to receive the same or a similar type of document or information via a website;
  - (c) the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it; and
  - (d) the Trust complies with the requirements of Articles 67 and 68.
67. When sending information or a document via a website, the Trust must notify each intended recipient of:
- (a) the presence of the document or information on the website;
  - (b) the address of the website;
  - (c) the place on the website where it may be accessed; and
  - (d) how to access the document or information.
68. Where information or a document is sent to members via a website in accordance with these Articles, the document or information must remain on the website:
- (a) in the case of notice of a general meeting, until after the general meeting has ended; and
  - (b) in all other cases, for 28 days beginning with the date on which the Trust sent notification pursuant to Article 67.
69. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (a) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - (b) two clear days after being sent by first class post to the relevant address;
  - (c) three clear days after being sent by second class or overseas post to the relevant address;
  - (d) on the date on which the notice was posted on a website (or, if later, the date on which the member was notified of the posting on the website in accordance with Article 67);
  - (e) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or if earlier
  - (f) as soon as the member acknowledges actual receipt.
70. A technical defect in the giving of notice of which the Governing Body are unaware at the time does not invalidate decisions taken at a meeting.
71. Members may validly send any notice or document to the Trust:
- (a) by post to
    - (i) the Trust's registered office; or
    - (ii) any other address specified by the Trust for such purposes;
  - (b) to any fax number or email address provided by the Trust for such purposes.
72. Any member described in the register of members by an address not within the United Kingdom who shall from time to time give the Trust an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notice from the Trust.

## GUARANTEE

73. The liability of the members is limited.
74. Every member of the Trust undertakes to contribute to the assets of the Trust in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Trust contracted before he ceases to be a member, and of the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding £1.

## DISSOLUTION

75. If upon the winding-up or dissolution of the Trust 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 members of the Trust, but shall (after due provision has been made for the continuance of any pensions or allowances to retired employees of the Trust in accordance with any pension scheme for the time being in force at the date of liquidation) be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Trust and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Trust under or by virtue of Article 6 hereof, such institution or institutions to be determined by the members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object being also an educational object.