

Company Number: 3147851

## MEMORANDUM OF ASSOCIATION

OF

ANCHOR TRUST



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Amended by Special Resolutions passed on 18 September 2003

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1. The name of the company is "ANCHOR TRUST" (hereinafter called "Anchor").
2. The registered office of Anchor will be situated in England.
3. The objects of Anchor shall be the relief of elderly persons together with those in need by reason of physical or mental frailty, illness or disability by the provision of housing, amenities and services for their accommodation, care, support, relief and treatment.
4. Anchor shall have power to do all things in furtherance of its charitable objects (but not otherwise) and in particular shall have power:
  - (a) to enquire into the needs of those who may benefit under Anchor's charitable objects;
  - (b) to provide or assist in the provision of treatment, nursing care, residential care, domiciliary care, warden services, day centers and other support services;
  - (c) to promote understanding and undertake research and make grants for the purpose of research into Anchor's charitable objects and to publish reports, pamphlets, journals, books, videos, tapes and other materials for these purposes;
  - (d) to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including any shared or contingent interest therein) which Anchor may consider necessary or convenient for the promotion of the objects and to construct, maintain improve equip and alter any buildings or erections considered necessary for the activities of Anchor in accordance with its objects;

- (e) subject to such consents as may be required by law, to sell, lease, mortgage, exchange, dispose of or otherwise deal with and turn to account all or any part of the property of Anchor as may be considered expedient with a view to the promotion of its objects;
- (f) subject to such consents as may be required by law, to borrow or raise money for the purposes of Anchor on such terms and on such security as may be thought fit, including making reasonable charges for any services provided in accordance with Anchor's objects;
- (g) to raise funds and to invite and receive contributions from any persons or persons whatever by way of subscription, donation or otherwise, provided that Anchor shall not undertake any substantial permanent trading activities in raising funds for its objects and shall conform to any relevant statutory regulations;
- (h) to carry on and trade in the course of the actual carrying out of Anchor's charitable objects or is so long as the trade is only temporary and ancillary to the carrying out of the objects;
- (i) to engage or employ such persons (whether as and, during a Board Remuneration Period, Board Members, employees, consultants, agents or advisors) as may be requisite to supervise, organise and promote the objects of Anchor on such reasonable terms and at such remuneration as may be appropriate and to make provision for the payment of pensions and superannuation to or on behalf of employees their relations and dependents ;<sup>1</sup>
- (j) to subscribe lend or guarantee money for charitable purposes in any way connected with the purposes of Anchor or calculated to further its objects;
- (k) to undertake and execute any charitable trusts which may lawfully be undertaken by Anchor and may be necessary to its objects;
- (l) to invest the moneys of Anchor not immediately required for its own purposes in or upon such investments, shares, securities, or property (real or personal) of whatever nature and wherever situate (whether in possession or remainder and whether vested or contingent and whether involving liability or not and whether or not producing income and whether or not authorised by law for the investment of trust moneys) as may be considered expedient, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- (m) to borrow or raise money for the purposes of Anchor on such terms and on such security and within whatever limits may be considered suitable or necessary;
- (n) to establish, promote, assist or support charitable trusts, companies, associations or institutions formed for all or any of the objects of Anchor or to carry on any other charitable purposes calculated to benefit Anchor in the furtherance of its objects;

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<sup>1</sup> Object 4(i) amended by Special Resolution dated 18 September 2003

- (o) to co-operate or join with any other charity, voluntary body or statutory authority in furtherance of Anchor's charitable objects or other similar or allied purposes and to exchange information, advice and undertake joint ventures for the purpose of better effectuating the charitable objects of Anchor;
  - (p) to affiliate, register, subscribe to or join any organisation calculated to support, enhance or assist Anchor in achieving its objects;
  - (q) to pay from the funds of Anchor the costs of forming, and subsequently amending the memorandum and articles of Anchor and complying with any relevant registration requirements or arrangements;
  - (r) to pay from the funds of Anchor the cost of any reasonable and prudent premium in respect of indemnity insurance to cover liability by members of the Board members officers or servants of Anchor (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of negligence, default or breach of duty or trust provided that such insurance shall not extend to cover any claim arising from any act or omission which members of the Board members officers or servants (or any of them) knew to be a breach of trust or duty or which was undertaken with reckless disregard of whether a breach of trust or duty would result;<sup>2</sup>
  - (s) to do all such other lawful things as are necessary for the achievement of the objects.
5. The income and property of Anchor from whatever source derived, shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association, 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 Anchor (and except during a Board Remuneration Period no member of the Board shall be appointed to any office of Anchor paid by salary or fees or receive any remuneration or other benefit in money or money's worth from Anchor).<sup>3</sup>

Provided that nothing herein shall prevent any payment in good faith by Anchor of:

- (a) reasonable and proper remuneration to any member, officer or servant of Anchor (not except during a Board Remuneration Period being a member of the Board) for any services rendered to Anchor;<sup>4</sup>
- (b) interest on money lent by any member of Anchor (or a member of the Board) at a reasonable and proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Board;
- (c) any reasonable and proper rent for premises demised or let by any member of Anchor (or a member of the Board);

<sup>2</sup> Object 4(r) amended by Special Resolution dated 18 September 2003

<sup>3</sup> Object 5 amended by Special Resolution dated 18 September 2003

<sup>4</sup> Object 5(a) amended by Special Resolution dated 18 September 2003

- (d) fees, remuneration or other benefits in money or money's worth to a company of which a member of the Board may be a member holding not more than 1/100th part of the capital of the company;
  - (e) reasonable and proper out-of-pocket expenses to any member of the Board members officers or servants and premiums in respect of Indemnity Insurance effected in accordance with clause 4(r).<sup>5</sup>
6. The liability of the members is limited.
  7. Every member of Anchor undertakes to contribute to the assets of Anchor if it is wound up during the time that he or she is a member, or within one year afterwards, for payment of the debts and liabilities of Anchor contracted before the time at which he or she ceases to be a member and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributors among themselves such amount as may be required not exceeding £10.
  8. If upon the winding-up or dissolution of Anchor 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 Anchor, but shall be given or transferred to some other charitable institution or institutions having objects similar to those of Anchor, 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 Anchor under or by virtue of clause 5 hereof, such institution or institutions to be determined by the members within three months of the members resolution passed initiating the winding-up failing which, and if and so far as effect cannot be given to such provision, then to such other charitable object as the members of the Board shall resolve upon.
  9. Anchor shall not pay any remuneration salary or fees to any Board Member other than pursuant to and in accordance with the Charity Commission's authority.<sup>6</sup>

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<sup>5</sup> Object 5(e) amended by Special Resolution dated 18 September 2003

<sup>6</sup> New Object 9 inserted by Special Resolution dated 18 September 2003

Company Number: 3147851

## **ARTICLES OF ASSOCIATION**

**OF**

## **ANCHOR TRUST**

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Amended by Special Resolutions passed on 18 September 2003

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### Interpretation

1. In these Articles and the Memorandum of Association:-

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"Anchor" means ANCHOR TRUST

"The Articles" means the Articles of Association of Anchor.

"The Board" means the Board of Directors, as defined by the Act, for the time being of Anchor.

"Board Remuneration Period" means any period in respect of which the Charity Commission has authorised Anchor to remunerate Board Members.<sup>1</sup>

"Clear days" in relation to the period of a notice means that 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.

"Executed" includes any mode of execution.

"The Memorandum" means the Memorandum of Association of Anchor.

"Office" means the registered office of Anchor.

"The Seal" means the common seal of Anchor.

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<sup>1</sup> New "Board Members Period" definition inserted by Special Resolution dated 18 September 2003

"Secretary" means the Secretary of Anchor or any other person appointed to perform the duties of the Secretary of Anchor, including a joint, assistant or deputy Secretary.

Words importing the singular or plural shall include the plural and singular respectively, words importing the masculine gender only shall include the feminine gender and visa versa and words importing persons shall include corporations.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on Anchor.

### Members

2. The subscribers to the Memorandum of Association and such other persons or organisations as are admitted to membership in accordance with the Articles (and any standing orders, rules or bye-laws made under Articles 64 & 65) shall be members of Anchor. No person shall be admitted as a member of Anchor unless his application for membership has been approved by the Board.
3. Unless the Board or a General Meeting of Anchor make some other provision by standing orders, rules or bye-laws made under Articles 64 & 65, the Board may in their absolute discretion permit any member of Anchor to retire, provided that after such retirement the number of members is not less than two.

### General Meetings

4. Anchor shall hold an Annual General Meetings each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of Anchor and that of the next: Provided that so long as Anchor holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such times and places as the Board shall appoint. All General Meetings other than the Annual General Meetings shall be Extraordinary General Meetings.
5. The Board may call General Meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Board members to call a General Meeting, any Board Member or Member of Anchor may call a General Meeting.

### Notice of General Meetings

6. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as member of the Board shall be called by giving at least twenty-one clear days' notice. All other Extraordinary General Meeting shall be called by giving at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:-
  - (a) in the case of an Annual General Meeting, by all members entitled to attend and vote thereat; and
  - (b) in the case of an Extraordinary General Meeting by a majority of the members both in number and in terms of the total voting rights.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such.

The notice shall be given to all members and any patron and to members of the Board and auditors.

7. The accidental omission to give notice of a General Meeting to, or the non-receipt or late receipt of any notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed or proceedings at that General Meeting.

#### Proceedings at General Meetings

8. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Ten persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, or ten percent of the total membership of Anchor, whichever is the greater, shall be a quorum.
9. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
10. The Chairman of the Board, or in his absence the Deputy Chairman or some other member of the Board nominated by the members of the Board present shall preside as chairman of the General Meeting, but if neither the Chairman or Deputy Chairman nor other member of the Board shall be present and willing to act within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall elect one of their number to be chairman of that General Meeting.
11. A member of the Board shall be entitled to attend and speak at any General Meeting.

12. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and the place of the adjourned meeting and the general nature of the business to be transacted (otherwise it shall not be necessary to give any notice of an adjourned meeting).
13. Subject to the provisions of the Act and Article 14, a resolution put to the vote at a General Meeting shall be decided on a show of hands unless, before, or on the declaration of the result of, a show of hands, a poll is demanded:-
  - (a) by the chairman; or
  - (b) by at least two members having the right to vote at the meeting with a demand by a person as proxy for a member being regarded as a demand by the member.
14. No poll shall be demanded on the election of the Chairman of a meeting or on any question of an adjournment.
15. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or not whether unanimously or by a particular majority and an entry to that effect in the minutes of the meeting shall be regarded as conclusive evidence without proof of the votes recorded in favour of or against the resolution.
16. A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
17. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote he may have.
18. A poll shall be taken either forthwith or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
19. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.



20. The proceedings at any meeting or the conduct of any poll shall not be invalidated by reason of an accidental informality or irregularity in convening or recording of the voting thereat.
21. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a General Meeting at which he was present and lodged with the Secretary shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in like form each executed by or on behalf of one or more members.

#### Votes of members

22. Subject to Article 17, every member shall have one vote.
23. No member shall vote on any matter in which he has a significant personal interest, whether pecuniary or otherwise.
24. No member shall be entitled to vote at any General Meeting unless all moneys then payable by him to Anchor have been paid.
25. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
26. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of that person voting or demanding a poll, unless notice of the determination was received by the Secretary at the Registered Office of Anchor, or at such other place as may be specified before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
27. Any organisation which is a member of Anchor may by resolution of its governing body authorise such persons as it thinks fit to act as its representative at any meetings of Anchor, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation he represents as the organisation could exercise if it were an individual member of Anchor.

#### Number of Board Members

28. There shall be at least five members of the Board of Anchor and the maximum number of Board members shall not exceed twenty. Subject to these limits the size of the Board and whether a Board vacancy exists shall be determined by the Board in accordance with Article 64.
29. The first members of the Board shall be the persons named in the statement in the Memorandum pursuant to section 10(2) of the Act and shall be deemed to have been appointed under these Articles. Future and further members of the Board shall be appointed as provided by the Articles.

### Powers of the Board

30. Subject to the provisions of the Act, Anchor's Memorandum and Articles of Association and to any directions given by special resolution, the business of Anchor shall be governed and controlled by the Board, which may exercise all the powers of Anchor. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers of the Board are not limited to those specifically referred to in these Articles and a meeting of the Board at which a quorum is present may exercise all powers available to and exercisable by the Board.
31. Without prejudice to or detracting from the generality of the powers of the Board under Anchor's Memorandum and Articles the Board shall in particular have the power:
- (a) to expend the funds of Anchor in such manner as they shall consider the most beneficial for the achievement of the objects and to invest in the name of the Charity such part of the funds as they may see fit and to direct the sale or transportation of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the charity;
  - (b) to enter into contracts on behalf of Anchor and settle the terms thereof;
  - (c) to purchase, sell, build upon, convert, extend, lease, mortgage or exchange any property or land, enter into any floating charge of the whole or any part of Anchor's undertakings property and assets both present and future;
  - (d) to compromise, settle, conduct, enforce or resist either in a Court of Law or by arbitration any suit, debt, liability or claim by or against Anchor;
  - (e) to determine from time to time the terms and conditions upon which the property of Anchor is to be let, and to make, revoke, and alter and at all times enforce, as the Board thinks fit, such terms and conditions;
  - (f) to appoint and remove all solicitors, architects, surveyors, consultants and employees of every description;
  - (g) to pay all expenses, including accommodation, meals and travel expenses, as are properly incurred by any member of the Board or person co-opted to the Board or serving on any committee or group established by the Board or members officers or servants of Anchor, as a consequence of or in connection with the execution of his or her duties;<sup>2</sup>
  - (h) to register Anchor as a Housing Association, affiliate Anchor to the National Federation of Housing Associations and link Anchor to any other organisations, associations, societies or bodies and pay any associated fees or charges required as a result.

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<sup>2</sup> Article 31(g) amended by Special Resolution dated 18 September 2003

### Delegation by the Board

32. The Board may delegate any aspect of the management of Anchor and implementation of its decisions and instructions within the framework of policies and rules set by the Board to the person employed as Anchor's Chief Executive. The Chief Executive may delegate these powers and responsibilities to other employees agents or contractors who in turn may delegate them to others subject to any limitation on re-delegation imposed by the Board.
33. The Board may, as far as is permitted by the law for the time being in force and in accordance with any directions or orders by the Charity Commissioners, delegate in writing to any person whom the Board reasonably believes to be qualified by ability in and experience of the matters delegated, and who is an authorised or exempted person for the purposes of the Financial Services Act 1986 as amended or re-enacted from time to time the exercise of any of the powers of investment or management of any property or funds for the time being of Anchor subject to such terms, conditions and requirements as the Board may impose.
34. Subject to any standing orders, rules or bye-laws made under Articles 64 & 65 the Board may establish and set up (or disband or amend) Regional Committees and Advisory Groups and such other permanent or temporary Committees and Sub-Committees to carry out such duties and exercise such powers and functions as it may from time to time assign to them.
35. The Board shall remain wholly accountable for the exercise of the powers it has delegated and all delegations by the Board are revocable at any time.
36. A resolution in writing signed by all the members of the Board or by all the members of a Committee shall be as valid and effectual as if it had been passed at a meeting of the Board or Committee duly called and constituted.

### Appointment and Retirement of Board Members

37. At Anchor's first Annual General Meeting all members of the Board shall retire from office, and at every subsequent Annual General Meeting one-third of the members of the Board shall be subject to retirement by rotation or, if that number is not three or a multiple of three, the number nearest to one-third shall retire from office but, if only one member is subject to retirement by rotation, he shall retire.
38. Subject to the provisions of the Act, the members of the Board to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last appointed or reappointed as members of the Board on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
39. Any member of the Board who has held office as a member of the Board of Anchor or Anchor Housing Association for a continuous periods of nine or more years in total shall retire from office at the next Annual General Meeting and shall not be eligible for reappointment for at least twelve months.
40. If Anchor, at the meeting at which a member of the Board retires by rotation, does not fill the vacancy the retiring member of the Board shall, if willing to act, be

deemed to be reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of member of the Board is put to the meeting and lost.

41. No person other than a member of the Board retiring by rotation shall be appointed or reappointed as a member of the Board at any General Meeting at which a Board vacancy exists unless:-

- (a) he or she has been recommended by the Board as a Board Member; or
- (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, a notice executed by a member qualified to vote at the meeting has been given to the Secretary indicating the intention to propose that person for appointment or reappointment as a member of the Board and stating the particulars which would, if he or she was appointed or reappointed, be required to be included in Anchor's register of Board members together with notice executed by that person of his or her willingness to be appointed or reappointed.

42. The Board may at any time appoint a suitable person who is willing to act as a Board member either to fill a vacancy (whether caused by the death, resignation, retirement or removal of any Board member not replaced at a General Meeting) or as an additional Board member. Any member of the Board so appointed shall hold office only until the next following Annual General Meeting and shall not be taken into account in determining the members of the Board required to retire by rotation at that meeting. If not reappointed such Board members shall vacate the office of Board member at the conclusion of that Annual General Meeting.

43. The Board may from time to time co-opt for any period any suitable persons to serve on the Board or any Committee or Group and such persons may take part in the deliberations of the Board, Committee or Group as the case may be. Such co-opted persons shall not, however be included within the expressions "Board member" or "member of the Board" for the purposes of these Articles or the Act nor be entitled to vote as such.

44. No person may be appointed as a member of the Board:-

- (a) unless he or she has attained the age of 18 years; or
- (b) in circumstances such that had he already been a member of the Board he or she would have been disqualified from acting under the provisions of Article 46.

45. Subject to the above provisions a Board member who retires at an Annual General Meeting may, if willing to act, be reappointed.

#### Disqualification and Removal of Board Member

46. A member of the Board shall cease to hold office as Board member if:-

- (a) he ceases to be a member of the Board by virtue of any provision of the Act or he becomes prohibited by law from being a Board member; or

- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (c) becomes incapable by reason of mental disorder, illness or injury of managing and administer his own affairs; or
  - (d) he resigns from office by notice to the Secretary of Anchor (but only if at least two Board members will remain in office when the notice of resignation is to take effect); or
  - (e) he is absent from three consecutive meetings of the Board without special leave of absence.
47. A Board member may be removed from office by a meeting of the Board at which not less than half of the members of the Board are present, at which a resolution is passed resolving that the member of the Board be removed from office. Such a resolution shall not be passed unless the member of the Board concerned has been given not less than seven clear days notice of the fact that the resolution is to be proposed, specifying the misconduct or circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Board. If such a resolution as is referred to in this paragraph is passed, then he shall forthwith cease to be a member of the Board, but without prejudice to any liability incurred as a Board member.

#### Proceedings of The Board

48. Subject to the provisions of these Articles, the Board may regulate its proceedings as it thinks fit.
49. Meetings of the Board may be called by the Secretary at the request of the Chairman of the Board, or by notice in writing given to the Secretary by two Board members specifying the business to be transacted. It shall not be necessary to give notice of a meeting to a Board member who is absent from the United Kingdom.
50. The quorum for the transaction of the business of the Board may be fixed by the Board but shall not be less than one third of their number or two Board members whichever is the greater. If there are vacancies on the Board, the continuing members of the Board or a sole continuing member of the Board may continue to act, but if and for so long as the number of members of the Board is less than the number fixed as a quorum the members of the Board may act only for the purpose of increasing the number of members of the Board to that number or summoning a General Meeting of Anchor but for no other purpose.
51. The Board may appoint one of their number to be the Chairman of the Board and may at any time remove him or her from that office. Unless unwilling to do so, the Board Chairman shall preside at every meeting of the Board at which he is present.
52. All acts done in good faith by a meeting of the Board, or by a Committee or Group established by the Board, or by a person acting as a Board member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any member of the Board or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid

as if every such person had been duly appointed, was qualified to act, had continued to be a Board member and had been entitled to vote.

53. A resolution in writing signed by all the members of the Board entitled to receive notice of a meeting or of a Committee shall be as valid as and effectual as if it had been passed at a meeting of the Board or (as the case may be) a Committee duly convened and held and may consist of several documents in like form each signed by one or more Board members.
54. Any Board or Committee member or co-opted member who is materially interested, or financially interested, or who has any conflict or duality of interest personally or as a member of a firm, or as a director or other officer of a company, bank or building society, or in any way whatsoever in any contract, arrangement or other transaction about to be discussed by the Board or any sub-committee, he shall be required to declare any such interest and shall not vote or participate in the discussion of the matter, and shall not remain in the Board meeting during the discussion of such matter (unless requested so to do by the other members of the Board or sub-committee).

#### The Chief Executive & Secretary

55. Subject to the provisions of the Act, and to Clause 5 of Anchor's Memorandum of Association, the Chief Executive and the Secretary of Anchor shall be appointed and removed by the Board for such term, at such remuneration and upon such conditions as they may think fit.

#### Minutes

56. The Board shall cause minute books to be kept for the purpose of recording appointments proceedings resolutions and policies of Anchor agreed by the Board.

#### The Seal

57. The seal shall only be used by the authority of the Board or a committee duly authorised by the Board. The Board may determine who shall sign any instrument to attest the affixing of the seal and unless otherwise determined the seal shall be attested by a member of the Board and the Secretary or a second member of the Board.

#### Accounts

58. Accounts for Anchor shall be prepared in accordance with the provisions of the Act.

#### Annual Report and Return

59. The Board shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment thereof) with regard to the preparation of an annual report and annual return and their transmission to the Charity Commissioners.

### Notices

60. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.
61. Anchor may give notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered or last known address or by leaving it at that address. (A member whose registered address is not within the United Kingdom may give the Secretary an address within the United Kingdom to which notices may be sent, but otherwise no such member shall be entitled to receive any notice from Anchor).
62. A member present, either in person or by proxy, at any meeting of Anchor shall be deemed to have received notice of the meeting and, where requisite, notice of the purpose for which it was called.

### Indemnity

63. Subject to the provisions of the Act, every Board member or other officer or auditor of Anchor shall be indemnified out of the assets of Anchor against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of Anchor.

### Rules, Bye-Laws and Standing Orders

64. The Board members may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of Anchor and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules, bye-laws and standing orders regulate:
- (a) the admission and classification of members of Anchor (including the admission of organisations to membership) and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and any fees subscriptions or payments to be made by members;
  - (b) the conduct of the members of Anchor in relation to one another and Anchor's employees and agents;
  - (c) the setting aside of all or any part or parts of Anchor's premises at any particular time or times or for any particular purpose or purposes;
  - (d) the procedure at General Meetings and meetings of the Board and committees in so far as procedure is not regulated by the Articles;
  - (e) any other matters which might reasonably be dealt with as the subject of a company's rules, bye-laws or standing orders.

65. Anchor in General Meeting shall have power to alter, add to or repeal the rules, bye-laws and standing orders and the Board members shall adopt such means as they think sufficient to bring the notice of members of Anchor all such rules, bye-laws and standing orders, which shall be binding on all members of Anchor Provided that no rule, bye-law or standing order shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum or Articles.