
THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

SOUTH WEST GRID FOR LEARNING TRUST

COMPANY NUMBER 05589479

CHARITY NUMBER 1120354

1 January 2024

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OF
SOUTH WEST GRID FOR LEARNING TRUST

(Adopted by special resolution passed on 5 December 2023)

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Advisory Group: means an advisory group established under article 26.

Articles: means the Charity's articles of association for the time being in force;

Business Day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Charities Act: means the Charities Act 2011 and Charities Act 2022;

Charity: means South West Grid for Learning Trust which is a charitable company regulated by the Articles;

Charity Commission: means the Charity Commission for England and Wales;

Circulation Date: in relation to a written resolution, has the meaning given to it in the Act;

Chief Executive means the person appointed and holding office in accordance with article 29.

Clear Days: in relation to a period of notice means a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect;

Connected Person: means any person falling within one of the following categories:

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or
- (b) the spouse or civil partner of any person in (a); or
- (c) any person who carries on business in partnership with a Trustee or with any person in (a) or (b); or
- (d) an institution which is controlled by either a Trustee, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken together;

- (e) a corporate body in which a Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article;

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

electronic form and electronic means: have the meaning given to such terms in section 1168 of the Act;

Financial Expert: means a person who is reasonably believed by the Trustees to be qualified to give advice on investments by reason of their ability in and practical experience of financial and other matters relating to investments;

Member: means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);

Objects: means the objects of the Charity as stated in article 3;

Primary Area of Benefit means the administrative area of the Councils that constitute the Members at the date of adoption of these Articles or of any future Member admitted to Membership under Article 8 2 or such other administrative area or areas as the Members shall from time to time determine,

Special Resolution: has the meaning given in section 283 of the Act;

Trustee or Director: means a director of the Charity. The Directors are charity trustees as defined in the Charities Act; and

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.5.1 any subordinate legislation from time to time made under it; and
 - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 The Model Articles shall not apply to the Charity.

3 **OBJECTS**

3.1 SWGFL Trust's objects ("the **Objects**") are the advancement of education and/or the advancement of health and the saving of lives, in each case for solely charitable purposes by any means through or otherwise relating to the effective and/or safe use of information and communication technologies (including but not limited to the provision of broadband connectivity, e Learning facilities, education materials, information and knowhow on the effective use of information and communication technologies by educational establishments, information and knowhow relating to e-Safety issues and relating to information and communication technologies which advance education and/or safeguard health and the saving of lives) for the benefit of the public in the Primary Area of Benefit or elsewhere in the UK or any part of the world.

4 **POWERS**

In furtherance of and as part of the Objects and to the extent the Directors shall from time to time determine SWGFL Trust

4.1 may for the beneficiaries in the area of benefit referred to in Article 3,

4.1.1 promote and encourage the achievement of high standards in beneficiary organisations and high student attainment,

4.1.2 provide beneficiaries and their tutors with expert advice and assistance in ICT and its use within education,

4.1.3 promote and encourage the exchange of information and services,

4.1.4 promote cost effective and sustainable broadband connectivity, particularly but not exclusively to education services.

4.1.5 foster and promote the formation and operation of any consultative, advisory, or other committees, whether of a national, international, regional or local nature which in the opinion of the Board of Directors may be of assistance to the aforementioned beneficiaries, and to participate in the work of any such committees,

4.1.6 provide, and otherwise foster support and assist, educational services,

4.1.7 support and assist in the implementation of any national, international, regional or local scheme for the development of the use of Information and Communication Technologies which in the opinion of SWGFL Trust may be of public benefit,

4.1.8 foster, support and assist in strategic development at national, international, regional or local level,

- 4.1.9 procure to be prepared, printed, published, issued and disseminated any programme, recording, pamphlet, periodical, book, document or other work and to fix, make and receive fees, royalties and other charges therefore,
- 4.1.10 hold exhibitions, meetings, seminars, conferences, displays, courses and other activities either alone or with others and to fix, make and receive fees and other charges in respect of any such services,
- 4.1.11 provide advice as a consultancy and to fix, make and receive fees and other charges in respect of such service,
- 4.1.12 purchase or otherwise acquire equipment including computer purchase hardware and software, furniture, fixtures, fittings and all other effects of every description and to register and apply to register and otherwise protect intellectual property rights of any kind including without limitation any patents, rights, copyrights, and to grant and or take licences of the same,
- 4.1.13 issue appeals, hold meetings and take such other steps as may be required for the purpose of applying for and procuring contributions to the funds of SWGFL Trust, support innovation in and commitment to information and communications technology based service delivery and access,
- 4.1.14 [blank]
- 4.1.15 conduct research into and concerning furtherance by SWGFL Trust of the Objects and publish the results, and
- 4.1.16 promote and disseminate knowledge of and by use of information and communications technology,
- 4.2 shall work as a regional agency within the Primary Area of Benefit principally, but not exclusively, for and with;
 - 4.2.1 local authority education services,
 - 4.2.2 schools,
 - 4.2.3 academies,
 - 4.2.4 providers of early years, infant, junior, secondary, further, higher and continuing education and lifelong learning services,
 - 4.2.5 other agencies and organisations in the public and charitable Sectors,
 - 4.2.6 government departments and agencies, particularly but not exclusively, the Department for Education, Department for Business, Innovation and Skills, Office of Government Commerce and anybody promoted by one or more of them, and
 - 4.2.7 such other persons, including commercial concerns, as the Members shall from time to time approve,
- 4.3 will seek to secure for beneficiaries' best value access to
 - 4.3.1 telecommunications infrastructure,

- 4.3.2 computer hardware,
 - 4.3.3 computer software,
 - 4.3.4 online educational materials, and
 - 4.3.5 training and support materials and services
- 4.4 shall ensure that the essential part of its activities in furtherance of the above Objects, shall be principally undertaken for those beneficiaries who the Members in the Primary Area of Benefit are obliged or empowered by law to serve Nothing in this Article 4.4 shall prevent SWGFL Trust from undertaking activities which are not principally undertaken for those beneficiaries who the Members in the Primary Area of Benefit are obliged or empowered by law to serve provided always that such activities are within its Objects and powers but are only of marginal significance in comparison to those that are undertaken for those beneficiaries who the Members in the Primary Area of Benefit are obliged or empowered by law to serve.
- 5 In furtherance of the Objects but not otherwise SWGFL Trust may exercise the following powers
- 5.1 to issue bills, cheques and other instruments and to operate bank accounts in the name of SWGFL Trust,
 - 5.2 to raise funds and to invite and receive contributions and to receive gifts subject to special trusts within the Objects, without prejudice to SWGFL Trust having the right to refuse as it sees fit any gift, contribution, legacy or bequest and provided that in raising funds by way of gift SWGFL Trust shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations,
 - 5.3 to acquire, alter, improve and (subject to such consents as may be required by law) to change or otherwise dispose of property, and to borrow money whether upon security or otherwise,
 - 5.4 to invest any monies not for the time being required for SWGFL Trust's general purposes or with a view to meeting long term commitments or requirements and to hold (either in nominee names or otherwise) sell or otherwise deal in such investments (either under discretionary investment management arrangements or otherwise) and generally to do all things which are in SWGFL Trust's best interests or which are calculated directly or indirectly to protect, enhance the value of, or use most efficiently SWGFL Trust's assets or resources,
 - 5.5 subject to Article 6. below and any other provision of the Articles of SWGFL Trust, to accept, agree or contract for the services, service, assistance or contributions of any person or organisation upon such terms as SWGFL Trust may see fit including the provisions of remuneration, indemnities, reimbursement of expenses, insurance and reasonable working conditions, and to provide reasonable terms of employment including benefits for past employees and the dependants of employees.
 - 5.6 to pay out of the funds of SWGFL Trust the cost of any premium in respect of insurance or indemnities to cover the liability of the Directors, officers, employees, secondees or auditors of SWGFL Trust (or any of them) which by virtue of any rule of law would otherwise attach to them or any of them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to SWGFL Trust, provided that any such insurance shall not provide cover for any Director against any

claim arising from any act or omission which that Director knew was a breach of trust or fiduciary duty or which was committed by that Director in reckless disregard of whether it was a breach of trust or not,

- 5.7 to establish or support by any means including the making of loans to any trusts, associations, corporations or institutions formed for all or any of the Objects,
- 5.8 to co-operate with schools, academies and colleges of further education, universities and university colleges, charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or any of them or similar charitable purposes and to assist them and exchange information and advice with them,
- 5.9 to pay out of the funds of SWGFL Trust the costs, charges and expenses of and incidental to the formation and registration of SWGFL Trust,
- 5.10 to make charges, including nominal or no charges, in respect of any of the activities of the SWGFL Trust,
 - 5.10.1 to subscribe for, take, purchase, or otherwise acquire and hold shares, stock or other interests in or obligations of any other company or corporation, and
 - 5.10.2 to do all such other lawful things as are necessary for the furtherance or achievement of the Objects
- 6 Nothing in these articles of association shall authorise an application of the property of this charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and section 2 of the Charities Act (Northern Ireland) 2008 The income and property of SWGFL Trust shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members of SWGFL Trust, and subject to Articles 6.7 no Director shall be appointed to any office of SWGFL Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from SWGFL Trust, provided that nothing in this document shall prevent any payment in good faith by SWGFL Trust.
 - 6.1 of the usual professional charges for business done by any Director who is a solicitor, accountant or other person engaged in a profession, or by any business partner of any Director, when instructed by SWGFL Trust to act in a professional capacity on its behalf, provided that at no time shall a majority of the Directors benefit under this provision and that a Director shall withdraw from any meeting at which their appointment or remuneration or that of their business partner, is under discussion,
 - 6.2 of reasonable and proper remuneration for any services rendered to SWGFL Trust by any officer or servant of SWGFL Trust or individual seconded to SWGFL Trust by a Member who is not a Director,
 - 6.3 of interest on money lent by any member or Director of SWGFL Trust at a reasonable and proper rate per annum not exceeding a figure less than the published base lending rate of a clearing bank both to be selected unanimously by the Members,
 - 6.4 of fees, remuneration or other benefit in money or money's worth to either any unlisted company registered under the Companies Acts 1948, 1985 or 2006 of which a Director or office holder or employee of a Member may also be a member holding not more than 1/100th part of the issued capital of that company or to any company with a full listing on the London Stock Exchange or other exchange of similar standing provided

that such membership is disclosed to SWGFL Trust, the relevant contractual terms are fully disclosed to the Members and the Members unanimously agree subject to such terms as they may from time to time require,

- 6.5 of reasonable and proper rent for premises demised or let by any Member of SWGFL Trust or a Director,
- 6.6 of reasonable and proper premiums in respect of indemnity insurance effected in accordance with Articles 5.5. and 5.6., and
- 6.7 to any Director of reasonable out of pocket expenses

7 APPLICATION OF INCOME AND PROPERTY

- 7.1 The income and property of the Charity shall only be applied to promote the Objects.
- 7.2 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:
 - 7.2.1 a benefit to any Member in the capacity of a beneficiary of the Charity;
 - 7.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Charity, provided that article 8 applies if such a Member is a Trustee;
 - 7.2.3 interest on money lent by a Member to the Charity at a reasonable and proper rate;
 - 7.2.4 reasonable and proper rent for premises demised or let by a Member to the Charity; and
 - 7.2.5 any payment to a Member who is also a Trustee which is permitted under article 8.

8 BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS

- 8.1 A Trustee:
 - 8.1.1 is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;
 - 8.1.2 may benefit from trustee indemnity insurance purchased by the Charity in accordance with the Charities Act;
 - 8.1.3 may receive payment under an indemnity from the Charity in the circumstances set out in article 37;
 - 8.1.4 may not receive any other benefit or payment from the Charity unless it is authorised by this article 8.
- 8.2 Unless the benefit or payment is permitted under article 8.3, no Trustee (including a Member who is also a Trustee) or Connected Person may:

- 8.2.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
 - 8.2.2 sell goods, services, or any interest in land to the Charity;
 - 8.2.3 be employed by, or receive any remuneration from the Charity; or
 - 8.2.4 receive any other financial benefit from the Charity.
- 8.3 A Trustee or a Connected Person may:
- 8.3.1 receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way;
 - 8.3.2 enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in the Charities Act;
 - 8.3.3 subject to article 8.4, enter into a contract for the supply of goods to the Charity that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person;
 - 8.3.4 receive reasonable and proper rent for premises let to the Charity;
 - 8.3.5 receive interest at a reasonable and proper rate on money lent to the Charity;
 - 8.3.6 take part in the normal trading and fund-raising activities of the Charity on the same terms as members of the public; and
 - 8.3.7 receive or retain any payment or benefit which is permitted in accordance with these articles or for which prior written authorisation has been obtained from the Charity Commission.
- 8.4 The Charity and its Trustee may only rely on the authority provided by article 8.3.3 if each of the following conditions is satisfied:
- 8.4.1 the amount or maximum amount of the payment for the goods:
 - 8.4.1.a is set out in an agreement in writing between the Charity and the Trustee or Connected Person supplying the goods (the **Supplier**) under which the Supplier is to supply the goods in question to the Charity;
 - 8.4.1.b does not exceed what is reasonable in the circumstances for the supply of the goods in question;
 - 8.4.2 the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;
 - 8.4.3 the Supplier:

- 8.4.3.a is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Charity by them;
 - 8.4.3.b does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and
- 8.4.4 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by article 8.
- 8.5 In article 8.3 and article 8.4, the "Charity" includes any company in which the Charity:
 - 8.5.1 holds more than 50% of the shares; or
 - 8.5.2 controls more than 50 % of the voting rights attached to the shares; or
 - 8.5.3 has the right to appoint one or more Directors to the company.
- 8.6 A Trustee's duty under the Act to avoid a conflict of interest with the Charity does not apply to any transaction authorised by this article 8.

9 WINDING UP

- 9.1 On the winding up or dissolution of the Charity, after provision has been made for all its debts and liabilities, any assets or property that remain (the **Charity's remaining assets**) shall not be paid or distributed to the Members but shall be applied or transferred:
 - 9.1.1 directly for one or more of the Objects;
 - 9.1.2 to any charity or charities for purposes similar to the Objects; or
 - 9.1.3 to any charity or charities for particular purposes falling within the Objects.
- 9.2 The decision on who is to benefit from the Charity's remaining assets, pursuant to article 9.1, may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Trustees at or before the time of winding up or dissolution.
- 9.3 In the event that no resolution is passed by the Members or by the Trustees in accordance with this Article, the Charity's remaining assets shall be applied for charitable purposes as directed by the court or the Charity Commission.

10 LIABILITY OF MEMBERS

- 10.1 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:
 - 10.1.1 payment of the Charity's debts and liabilities contracted before they cease to be a Member,
 - 10.1.2 payment of the costs, charges and expenses of the winding up, and

10.1.3 adjustment of the rights of the contributories among themselves.

10.2 If the Charity is wound up or dissolved, after all its debts and liabilities have been satisfied, there remains any property it shall not be paid to or distributed among the Members, but shall be given or transferred to in accordance with article 9

11 MEMBERS

11.1 The Trustees from time to time shall be the only Members. A Trustee shall become a Member on becoming a Trustee.

11.2 The Charity shall maintain a register of Members and persons becoming a Member shall be added to the register, and any person ceasing to be a Member shall be removed from the Register.

11.3 Membership is not transferable.

12 TERMINATION OF MEMBERSHIP

12.1 A Member shall cease to be a Member immediately if they:

12.1.1 are not or cease to be a Trustee;

12.1.2 die.

13 GENERAL MEETINGS OF MEMBERS

13.1 The Trustees (or Secretary, at the request of the Trustees) may call a general meeting of the Members at any time and such a meeting shall be held in accordance with the Act.

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

13.3 No business shall be transacted at any general meeting unless a quorum is present. A quorum is not less than half of the Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting.

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

13.5 The chair of Trustees shall chair general meetings of the Charity. If the chair is not present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.

13.6 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.

13.7 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote.

- 13.8 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.
- 13.9 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

14 WRITTEN RESOLUTIONS

- 14.1 Subject to article 14.4, a written resolution of the Members passed in accordance with this article 14 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
- 14.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members; or
 - 14.1.2 as a Special Resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.
- 14.2 Where a resolution is proposed as a written resolution of the Charity, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 14.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a Special Resolution, shall be passed as an ordinary resolution.
- 14.4 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of their term of office may not be passed as a written resolution.
- 14.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 14.6 A Member signifies their agreement to a proposed written resolution when the Charity receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:
- 14.6.1 if the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of the person sending it;
 - 14.6.2 if the document is sent to the Charity in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity or, where no such manner has been specified by the Charity, if it is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 14.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.

- 14.8 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date, unless otherwise stated within the proposed written resolution.
- 14.9 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Act.
- 14.10 The Members may require the Charity to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

15 TRUSTEES

- 15.1 The number of Trustees shall not be subject to any maximum but shall not be less than one.
- 15.2 For so long as the Charity has only one Trustee, the general rules regarding decision making by Trustees do not apply, and the Trustee may make decisions without regard to any of the provisions of these articles relating to Trustees' decision making.
- 15.3 A Trustee may appoint an alternate director or anyone to act on their behalf on such terms and subject to such restrictions as they see fit, with the approval of the majority of the Trustees.

16 POWERS OF TRUSTEES

- 16.1 Subject to the provisions of the Act, the Articles and any Special Resolution, the Trustees shall be responsible for the management of the Charity's business and may exercise all the powers of the Charity for that purpose.
- 16.2 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Trustees.
- 16.3 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

17 APPOINTMENT OF TRUSTEES

- 17.1 Any person who is willing to act as a Trustee, and who is permitted by law to do so, may be appointed to be a Trustee by resolution of the Trustees.
- 17.2 Prior to appointment, the proposed Trustee is required to provide to the Charity (or authorises the Charity to obtain on their behalf, if requested by the Charity) the results of such checks as are requested by the Charity. This will include an enhanced Disclosure and Barring Service check and children's barred list check.
- 17.3 If at any time during the Trustee's appointment, circumstances arise which may affect the results of any of the checks provided (or which should have or could have been provided) in accordance with clause 17.2, the Trustee will provide all relevant information to the chair of the Trustees without delay.
- 17.4 If at any time during the Trustee's appointment they become aware of circumstances which do cause, or which may cause harm to the Charity's reputation, good standing, funding or ability to continue to operate, the Trustee will notify the chair of the Trustees

without delay. This includes a Trustee's activities which are, or which may be materially adverse to the Charity's Objects.

18 DISQUALIFICATION AND REMOVAL OF TRUSTEES

18.1 A Trustee shall cease to hold office immediately (or on terms notified to them by the Charity) if they:

- 18.1.1 are removed by ordinary resolution of the Charity pursuant to the Act;
- 18.1.2 cease to be a Trustee or by virtue of any provision in the Act or are prohibited by law from being a Trustee or Director;
- 18.1.3 are disqualified from acting as a charity trustee by virtue of the Charities Act;
- 18.1.4 cease to be a Member of the Charity;
- 18.1.5 have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- 18.1.6 in the written opinion of a registered medical practitioner who is treating the Trustee, have become physically or mentally incapable of acting as a Trustee or Director and may remain so for more than three months;
- 18.1.7 resign by written notice to the Charity, provided that at least one Trustee will remain in office once the resignation takes effect;
- 18.1.8 are absent from all the meetings of the Trustees held within a period of three consecutive months, without the permission of the other Trustees, and a majority of the remaining Trustees resolve that their office be vacated;
- 18.1.9 are removed from office by a resolution of the other Trustees (not including the relevant Trustee) that it is in the best interests of the Charity that their office be vacated passed at a meeting at which at least half of the Trustees are present. Such a resolution must not be passed unless:
 - 18.1.9.a the Trustee has been given at least 14 Clear Days' notice in writing of the meeting of the Trustee at which the resolution will be proposed and the reasons why it will be proposed; and
 - 18.1.9.b the Trustee has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Trustees must consider any representations made by the Trustee (or the Trustee's representative) and inform the Trustee of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to terminate the trusteeship of a Trustee; or
- 18.1.10 in the opinion of the other Trustees, the Trustee has materially and grossly breached their obligations to the Charity including by failure to comply with provisions of the Act, the Charities Act or these articles.

19 PROCEEDINGS OF TRUSTEES

- 19.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
- 19.2 The Trustees shall meet as often as they see fit, being not less than four times per year.
- 19.3 Acts done by a meeting of the Trustees or of a committee or by a person acting as a Trustee shall not be invalidated by the subsequent realisation that:
- 19.3.1 the appointment of any such Trustee or person acting as a Trustee was defective; or
 - 19.3.2 any or all of them were disqualified; or
 - 19.3.3 any or all of them were not entitled to vote on the matter.

20 CALLING A TRUSTEES' MEETING

- 20.1 Any Trustee may call a meeting of the Trustees by giving notice of the meeting to the Trustee or by requesting the company secretary (if any) to give such notice.
- 20.2 Notice of a meeting of the Trustee must be given to each Trustee, but need not be in writing. The notice must specify:
- 20.2.1 the time, date and place of the meeting;
 - 20.2.2 the general particulars of the business to be considered at the meeting; and
 - 20.2.3 if it is anticipated that the Trustee participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

21 PARTICIPATION IN TRUSTEES' MEETINGS

- 21.1 Any Trustee may participate in a meeting of the Trustees in person or by means of video conference, telephone or any suitable electronic means agreed by the Trustees and by which all those participating in the meeting are able to communicate with all other participants.
- 21.2 If all the Trustees participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

22 QUORUM FOR TRUSTEES' MEETINGS

- 22.1 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, and unless otherwise fixed, it is one third of Trustees in office (and, where such number is not a whole number, then rounded up to the next number).
- 22.2 At a Trustee's meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting or to appoint further Trustees.
- 22.3 If the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision to appoint further Trustees.

23 CHAIRING TRUSTEES' MEETINGS

- 23.1 The Trustees shall appoint one of their number as chair of Trustees and may determine the length of term for which the chair of Trustees is to serve in that office, although that term may be renewed or extended.
- 23.2 If at any meeting of the Trustees the chair is not present within ten minutes of the time at which it was to start, the participating Trustees must appoint one of themselves to chair the meeting.

24 DECISION-MAKING BY TRUSTEES

- 24.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with article 25.
- 24.2 Each Trustee has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

25 MAJORITY DECISIONS BY TRUSTEES

- 25.1 A decision of the Trustees is taken in accordance with this Article when not less than 75% of eligible Trustees indicate to each other by any means that they share a common view on a matter.
- 25.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in writing.
- 25.3 References in this Article to eligible Trustees are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.
- 25.4 A decision may not be taken in accordance with this article if the eligible Trustees would not have formed a quorum at such a meeting.

26 DELEGATION BY TRUSTEES

- 26.1 The Trustees may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee including at least one Trustee. Such committee may be known as an Advisory Group or by such other term as the Trustees decide.
- 26.2 The Trustees may delegate the implementation of their decisions or day-to-day management of the affairs of the Charity to any person or committee.
- 26.3 The terms of reference of a committee may include conditions imposed by the Trustees, including that:
- 26.3.1 the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate; and

- 26.3.2 no expenditure or liability may be incurred on behalf of the Charity except where approved by the Trustees or in accordance with a budget previously agreed by the Trustees.
- 26.4 Persons who are not Trustees may be appointed as members of a committee, subject to the majority approval of the Trustees.
- 26.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Trustees.
- 26.6 The terms of any delegation to a committee shall be recorded in the minute book.
- 26.7 The Trustees may revoke or alter a delegation.
- 26.8 All acts and proceedings of any committee shall be fully and promptly reported to the Trustees.
- 27 **CONFLICTS OF INTEREST**
- 27.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.
- 27.2 A Trustee must absent themselves from any discussions of the Trustees in which it is reasonably likely that a conflict will arise between their duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).
- 27.3 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustee may authorise such a conflict of interests where the following conditions apply:
 - 27.3.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - 27.3.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
 - 27.3.3 the unconflicted Trustees consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.

In this article 27.3 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

28 SECRETARY

- 28.1 The Trustees may appoint any person who is willing to act as the secretary for such term at such remuneration and on such conditions as the Trustees think fit. From time to time the Trustees may remove such person and, if wished, to appoint a replacement.
- 28.2 The secretary shall be entitled to attend all the meetings of the Members, Trustees, committees of the board of Trustees, the Advisory Group unless otherwise determined by the Trustees.

29 CHIEF EXECUTIVE

- 29.1 The Trustees shall appoint a natural person to the office of Chief Executive such that: the Chief Executive shall hold office on such terms as the Trustees see fit, including as to term and remuneration.
- 29.2 The Chief Executive shall without limitation in respect of other duties and obligations as determined by the Trustees from time to time,
- 29.2.1 report to the Trustees;
 - 29.2.2 advise the Trustees on the company's policies, budget, business plan and funding; and
 - 29.2.3 implement the Trustee's policy initiatives directly and by management and direction of arrangements with and between any Advisory Groups, committees and within the Charity generally.

30 PATRONS

The Trustees may appoint patrons or other persons having a similar function, however described or named who shall hold office on such terms and undertake such functions of the Trustees shall from time to time determine.

31 CHANGE OF CHARITY NAME

The name of the Charity may be changed by:

- 31.1 decision of the Trustees;
- 31.2 a Special Resolution of the Members; or
- 31.3 otherwise in accordance with the Act.

32 MINUTES

The Trustees shall cause the Charity to keep the following records in writing and in permanent form:

- 32.1 minutes of proceedings at general meetings;
- 32.2 minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting;
- 32.3 copies of resolutions of the Charity and of the Trustees, including those passed otherwise than at general meetings or at meetings of the Trustees; and

32.4 particulars of appointments of officers made by the Trustees.

33 SEAL

33.1 The seal, if any, may only be used by the authority of the Trustees or of a committee of the Trustees authorised by the Trustees.

33.2 The Trustees may determine by what means and in what form the seal is to be used.

33.3 Unless otherwise decided by the Trustees, if the seal is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

33.4 For the purposes of this Article, an authorised person is:

33.4.1 any Trustee;

33.4.2 the secretary (if any); or

33.4.3 any person authorised by the Trustees for the purpose of signing documents to which the seal is applied.

34 RECORDS AND ACCOUNTS

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

34.1.1 annual reports;

34.1.2 annual returns; and

34.1.3 annual statements of account.

34.2 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.

34.3 A copy of the Charity's latest available statement of account shall be supplied on request to any Trustee, or to any other person who makes a written request and pays the Charity's reasonable costs of fulfilling the request, within two months of such request.

35 COMMUNICATIONS

35.1 Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Charity.

35.2 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

- 35.3 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

36 **IRREGULARITIES**

The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

37 **INDEMNITY**

- 37.1 Subject to article 37.2, but without prejudice to any indemnity to which they may otherwise be entitled:
- 37.1.1 every Trustee or former director or Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity; and
 - 37.1.2 every other officer or former officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity.
- 37.2 The Trustees shall have the power to effect indemnity insurance notwithstanding their interest in any such policy.
- 37.3 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.