

The Companies Act 2006

**Articles of Association
of Keeping Children Safe**

A Company Limited by Guarantee (company number 7419561)

(as adopted by a special resolution passed as a written resolution on 14 September 2020)

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1 Name

The name of the company is Keeping Children Safe in this document it is called the 'Charity'.

2 Interpretation

In these articles of association the following terms shall have the following meanings

'AGM'	means an annual general meeting of the Charity
'Addresses'	means a number or address used for the purposes of sending or receiving documents by electronic means
'Articles'	means these articles of association of the Charity
'Board'	means the board of Trustees of the Charity, the members of which are the company directors and charity trustees
'Charities Act'	means the Charities Acts 2011
'Charity'	means Keeping Children Safe
'Charity Trustee'	has the meaning prescribed by the Charities Act
'clear days'	means in relation to the period of a notice, 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
'the Commission'	means the Charity Commission for England and Wales or any body which replaces it
'Companies Acts'	has the meaning given to it in section 2 of the Companies Act 2006 insofar as they apply to the Charity
'conflict of interest'	means any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another

organisation or otherwise) that conflicts, or might conflict with the interests of the Charity

'Conflicted Trustees'	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity
'Connected person'	means any person falling within one of the following categories and where payment to that person might result in the Trustee obtaining benefit (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 other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship, or (d) any company or LLP or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital
'electronic'	has the meaning given to it in the Companies Act 2006
'financial expert'	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
'indemnity insurance'	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether the act or omission was a breach of trust or breach of duty
'Keeping Children Safe'	means Keeping Children Safe, a private limited company registered in England with company number 07419561 and whose registered office is at CAN Mezzanine, 49-51 East Road, Old Street, London N1 6AH and which is registered with the Commission with charity registration number 1142328

'material benefit'	means a benefit, direct or indirect, which may not be financial but has a monetary value
'Member'	means a member of the Charity for company law purposes
'ordinary resolution'	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power
'the objects'	means the Objects of the Charity as defined in Article 5
'resolution in writing'	means a written resolution of the Trustees
'special resolution'	means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power
'Taxable Trading'	carrying on a trade or business for the principal purpose of raising funds and for the purpose of actually carrying out the objects of the Charity, the profits of which are subject to corporation tax
'Trustee and Trustees'	means the director and directors of the Charity as defined in the Companies Acts and in the context of Article 10 shall include their connected persons
'written' or 'in writing'	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper
'written resolution'	refers to an ordinary or a special resolution which is in writing

2.1 In these Articles

- 2.1.1** subject to Article 2.1. 2, any reference to an enactment includes a reference to that enactment as re-enacted or amended from time-to-time and to any subordinate legislation made under it, and
- 2.1.2** unless the context otherwise requires, words or expressions bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles became binding on the Charity.

3 Limited Liability

3.1 The liability of the Members is limited

3.2 Every Member undertakes to contribute a sum not exceeding £1 (one pound) to the assets of the Charity if it is dissolved while he /she remains a Member or within one year after he /she ceases to be a Member

- 3.2.1** for payment of those debts and liabilities of the Charity incurred before he /she ceased to be a Member

- 3.2.2** payment of the costs, charges and expenses of winding up, and

- 3.2.3** the adjustment of rights of contributors among themselves

3.3 If upon the winding-up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the Members of the Charity, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Charity, such institution to be determined by the Members of the Charity at or before the time of winding-up or dissolution if for any reason this cannot be achieved, then any remaining assets shall be given for some other charitable purpose.

4 Registered Office

The registered office of the Charity is situated in England and Wales.

5 Objects

- 5.1 The Objects of the Charity are to promote the care of children for the public benefit in particular but not exclusively by increasing the safeguards offered to them through improved child protection policies and practice
- 5.2 This provision may be amended by special resolution but only with the prior written consent of the Commission.

6 Powers

To further its objects the Charity may

- 6.1 provide and assist in the provision of money, materials or other help
- 6.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities
- 6.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media
- 6.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available
- 6.5 provide or procure the provision of counselling and guidance
- 6.6 provide or procure the provision of advice
- 6.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake
- 6.8 enter into contracts to provide services to or on behalf of other bodies
- 6.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities

6.10 subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit

6.11 subject to any consent required by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds

6.12 set aside funds for special purposes or as reserves against future expenditure

6.13 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property

6.14 delegate the management of investments to a financial expert or experts provided that

- a the investment policy is set down in writing for the financial expert or experts by the Trustees
- b every transaction is reported promptly to the Trustees
- c the performance of the investments is reviewed regularly by the Trustees
- d the Trustees are entitled to cancel the delegation arrangement at any time
- e the investment policy and the delegation arrangements are reviewed at least once a year
- f all payments due to the financial expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and
- g the financial expert or experts may not do anything outside the powers of the Trustees

6.15 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert or experts acting under their instructions and pay any reasonable fee required

6.16 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company

- 6.17 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments
- 6.18 subject to the restriction in Article 6.1.20 raise funds by way of grant, subscription, donation or otherwise and the Trustees may decline or disclaim any particular contribution to the Charity;
- 6.19 (accept or disclaim) gifts of money and any other property
- 6.20 trade in the course of carrying out the objects of the Charity and carry on any other trade but not by means of Taxable Trading
- 6.21 incorporate subsidiary companies to carry on any trade
- 6.22 subject to Article 10 engage and pay employees, consultants and professional or other advisers, and
- 6.23 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants
- 6.24 appoint and delegate the day-to-day running of the organisation to a Chief Executive Officer and authorise further delegation of the relevant functions and implementation of decisions of day-to-day management, by any person to whom they are delegated, by the Chief Executive
- 6.25 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes
- 6.26 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects)
- 6.27 undertake and execute charitable trusts
- 6.28 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity

- 6.29 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them
- 6.30 pay out of the funds of the Charity the costs of forming and registering the Charity
- 6.31 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity
- 6.32 provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity, including without limitation any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:
- a any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not
 - b any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her, or
 - c in relation to any liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation, and
- 6.33 do all such other lawful things as may further the Charity's objects
- 6.34 The Trustees may, from time-to-time, make, repeal or alter regulations as to the management of the Charity and its affairs, the duties of any officers or employees of the Charity, the conduct of business of the Trustees or any committee and any of the matters or things within the powers or under the

control of the Trustees. Such regulations must not be inconsistent with the Companies Acts, the Articles or any rule of law and no regulation may be made which would otherwise need to be made by a special resolution.

7 The Trustees

7.1 The Trustees as Charity Trustees have control of the Charity and its property and funds

7.2 Trustees are appointed by resolution of the Board. A Trustee shall cease to be Trustee if he shall cease to be a Member

7.3 The number of Trustees shall be not less than 3 but (unless otherwise determined by ordinary resolution) not more than 13

7.4 A Trustee may not act as a Trustee unless he / she

7.4.1 is a Member, and

7.4.2 has signed a written declaration of willingness to act as a Charity Trustee of the Charity

7.5 Subject to Article 7.6, Trustees are appointed by resolution of the Board for a period of three years, at the end of which they must stand down subject to being re-appointed by the Board. For the avoidance of doubt, no Trustee shall be eligible for re-appointment beyond a period of nine consecutive years (three terms as a Trustee) unless the Board resolves that exceptional circumstances apply in which case a Trustee may serve one further term of a maximum of one year

7.6 A Trustee's term of office as such automatically terminates if he /she

7.6.1 is disqualified under the Charities Act from acting as a Charity Trustee unless a waiver has been granted by the Charity Commission

7.6.2 is incapable, whether mentally or physically, of managing his / her own affairs and a majority of the other Trustees resolve that they must cease to hold office

7.6.3 is absent without permission from four consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign, or

- 7.6.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office), or
- 7.6.5 is disqualified from serving as a company director unless there is an appropriate exception in place, or
- 7.6.6 breaches his duties under the Companies Act and in particular the duties for the proper management of conflicts of interest and the Board resolves to remove him by a resolution by 75 per cent. of the other Trustees present and voting at a meeting and that prior to such a meeting the Trustee in question has been given written notice of the intention to propose such a resolution at the meeting, or
- 7.6.7 is removed from office by a resolution of at least 75 per cent. of the other Trustees present and voting at a Board meeting provided that:
 - (a) at least half of the serving Trustees are present at the meeting; and
 - (b) prior written notice of meeting and the intention to propose such a resolution has been given to the Trustee in question, or
- 7.6.8 dies.

7.7 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

8 Trustees' Proceedings

- 8.1 The Trustees shall aim to hold at least three meetings each year
- 8.2 A Trustee may call a Trustees' meeting at any time
- 8.3 A quorum at a meeting of the Trustees is three Trustees
- 8.4 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees
- 8.5 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants

- 8.6 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 8.7 Any issue may be determined by a simple majority of the votes cast at a meeting
- 8.8 Every Trustee has one vote on each issue but, in case of equality of votes, the Chair of the meeting has a second or casting vote
- 8.9 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

9 Trustees' Powers

Chair

- 9.1 The Trustees may appoint one of their number to be the Chair of the Trustees
- 9.2 The Chair shall resign at the expiry of the third year of his or her appointment unless approved otherwise by resolution in writing

Delegation by the Board

- 9.3 The Trustees may delegate any of their functions to such person or committees consisting of two or more individuals appointed by them, provided that
 - 9.3.1 at least one member of every committee must be a Trustee
 - 9.3.2 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number)
 - 9.3.3 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify
 - 9.3.4 the proceedings of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary

- 9.3.5 all delegations under this Article shall be variable or revocable at any time
- 9.3.6 the meetings and proceedings of any committee shall be governed by the Rules and Procedures regulating the meetings and proceedings of the committee in so far as they apply and are not superseded by any regulations made by the Committee subject to the approval of the Board
- 9.3.7 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit and the Board may revoke any delegation in whole or in part
- 9.3.8 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees, and
- 9.3.9 all acts and proceedings must be reported to the Board as soon as possible
- 9.4 For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee

Rules and Procedures

- 9.5 The Trustees may make rules and procedures consistent with the Articles and the Companies Act to
 - 9.5.1 govern proceedings at general meetings
 - 9.5.2 govern Trustee proceedings and proceedings of committees
 - 9.5.3 govern the administration of the Charity and the use of its seal (if any), and
 - 9.5.4 assist the resolution of disputes or differences within the Charity

Advisers

- 9.6 The Trustees may invite advisers to attend and advise at but not vote at meetings of the Trustees on such terms as they agree from time to time

Decision-making

- 9.7 The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing

General

- 9.8 Subject to the Articles the Trustees may regulate their proceedings as they see fit.

10 Benefits and Conflicts

- 10.1 The property and funds of the Charity shall be used only for promoting the Objects and do not belong to the Members but, subject to compliance with Article 10.4

10.1.1 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity

10.1.2 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity, and

10.1.3 Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class

- 10.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except

10.2.1 as mentioned in Articles 10.1 or 10.3

10.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity

10.2.3 the benefit of indemnity insurance as permitted by the Charities Act

10.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)

10.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members)

11 Conflicts of Interest and Conflicts of Loyalty

11.1 Subject to Clause 11.2, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

11.1.1 declare the nature and extent of his or her interest before discussion begins on the matter

11.1.2 withdraw from the meeting for that item after providing any information requested by the Trustees

11.1.3 not be counted in the quorum for that part of the meeting or the decision-making process

11.1.4 be absent during the vote and have no vote on the matter, and

11.1.5 comply with any other requirement which the other Trustees resolve is necessary.

11.2 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so may, by resolution passed in the absence of the Conflicted Trustee, authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to

- 11.2.1 continue to participate in discussions leading to the making of a decision and /or to vote, or
 - 11.2.2 disclose to a third-party information confidential to the Charity, or
 - 11.2.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity or
 - 11.2.4 refrain from taking any step required to remove the conflict
- 11.3 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission

12 Records and Accounts

- 12.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- 12.1.1 annual returns
- 12.1.2 annual reports, and
- 12.1.3 annual statements of account

- 12.2 The Trustees must also keep records of

- 12.2.1 all proceedings at meetings of the Trustees,
- 12.2.2 all resolutions in writing
- 12.2.3 all reports of committees, and
- 12.2.4 all professional advice obtained

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

- 12.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs

12.5 To the extent required by law, the Board must file the accounts and reports (or summary financial statements) with Companies House within 9 months of the end of the Charity's financial year or within any other deadlines specified by law.

12.6 The Board must file with the Charity Commission the accounts and reports (or summary financial statements) and all annual returns and other documents that are required to be filed, within 10 months of the end of the Charity's financial year or any other deadlines specified by the Charity Commission.

13 Members

13.1 The Charity must maintain a register of Members

13.2 Membership is open only to the Trustees and is terminated if the Member concerned ceases to be a Trustee. A Trustee shall, subject to Article 13.3, become a Member on becoming a Trustee.

13.3 The form and the procedure for applying for Membership is to be prescribed in the Keeping Children Safe Board Rules and Procedures as determined by the Board of Trustees which may be amended from time-to-time.

13.4 Membership is not transferable

13.5 The Trustees may establish different classes of membership and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations in the Keeping Children Safe Board Rules and Procedures as determined by the Board of Trustees which may be amended from time-to-time. For the avoidance of doubt such supporters who may be termed "members" shall not be members for the purposes of the Companies Act

14 General Meetings

14.1 Annual general meetings

The Charity may (but need not) hold an AGM in any year.

14.2 Other general meetings

14.2.1 The Board may call a general meeting at any time and must call a general meeting within 21 days of a written request from not less than five per cent of the Members who have a right to vote at general meetings.

14.2.2 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting)

14.2.3 General meetings are called with at least 14 clear days' written notice indicating the business to be discussed or may be called on shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at that meeting. Any such majority must together represent at least 90 per cent of the total voting rights of all the Members.

14.2.4 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.

14.2.5 The quorum shall be three Members whether present in person or by proxy.

14.2.6 If a quorum is not present within half-an-hour from the time appointed for the meeting, the meeting shall stand adjourned to such time and place as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half-an-hour from the time appointed for the meeting, those present and entitled to vote shall be a quorum.

14.2.7 The Chair (if any) or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of every general meeting.

14.2.8 If neither the Chair nor any Trustee nominated in accordance with Article 14.2.7 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting.

14.2.9 The Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at the meeting

14.3 Attendance and speaking by Trustees, patrons and non-members

14.3.1 Trustees and patrons may attend and speak at general meetings.

14.3.2 The chair of the meeting may permit other persons who are not Members to attend and speak at a general meeting.

14.4 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution

14.5 Every Member present in person or by proxy has one vote on each issue.

14.6 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document. A written resolution will be valid provided that:

14.6.1 it is in writing

14.6.2 a copy of the proposed resolution has been sent to every eligible Member

14.6.3 in the case of a special resolution it must be stated on the resolution that it is a Special Resolution, and it must be signed by at least 75 per cent. of Members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings

14.6.4 in the case of an ordinary resolution it must be signed by a majority of Members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings; and

14.6.5 it is contained in a document which has been received at the registered office of the Charity within the period of 28 days beginning with the circulation date.

14.7 A technical defect in the appointment of a Member of which the Trustees are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution. Any objection must be referred to the chair of the meeting whose decision is final.

15. Proxy Notices

15.1 Proxies must be appointed by a notice in writing (a Proxy Notice). A proxy need not be a Member of the Charity.

15.2 A Proxy Notice shall be in the following form (or in any other form which the Trustees may approve):

'Keeping Children Safe

Name of Member appointing the proxy:

Address:

Email:

I hereby appoint [name of proxy] of [address of proxy] as my proxy to vote in my name and on my behalf at the meeting of the Charity to be held on [date] and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution 1	*for	*against	*abstain	*as the proxy thinks fit
Resolution 2	*for	*against	*abstain	*as the proxy thinks fit
All other resolutions properly put to the meeting	*for	*against	*abstain	*as the proxy thinks fit

* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signed:

Dated:

15.3 Proxy Notices must be signed by or on behalf of the Member appointing the proxy, or authenticated in such manner, as the Trustees may determine

15.4 Unless a Proxy Notice indicates otherwise, it must be treated as allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting

15.5 A Proxy Notice and any evidence of the authority under which it is executed may:

15.5.1 be deposited at the registered office of the Charity or at such other place as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting provided it is received at least 48 hours (not including any part of a day

that is a Saturday, Sunday or Bank Holiday in England) before the time for holding the meeting at which the person named in the Proxy Notice proposes to vote; or

15.5.2 where an address for the purpose of sending or receiving documents or information by Electronic Means has been specified:

- (a) in the notice calling the meeting; or
- (b) in any invitation to appoint a proxy issued by the Charity in relation to the meeting

15.6 A Proxy Notice may be sent by Electronic Means to that Address provided it is received at that Address at least 48 hours (not including any part of a day that is a Saturday, Sunday or Bank Holiday in England) before the time for holding the meeting at which the person named in the appointment proposes to vote and a Proxy Notice which is not deposited, sent or received in these manners shall be invalid

15.7 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by evidence in writing of the authority of the person who executed it to execute it on the appointor's behalf

15.8 A person who is entitled to attend, speak or vote (either on a show of hands, a poll or other indicative means of voting) at a general meeting remains so entitled in respect of that meeting even though a valid Proxy Notice has been delivered to the Charity by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

15.9 An appointment under a Proxy Notice may be revoked by delivering to the Charity a notice in writing given by the person on whose behalf the Proxy Notice was given.

15.10 Subject to Article 15.9, a Notice revoking the appointment of a proxy only takes effect if it is delivered at least 48 hours before the commencement of the meeting or adjourned meeting (excluding any day that is not a working day) before the start of the meeting to which it relates.

16 Communications

16.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served

- by hand
- by post
- by suitable electronic means, or
- through publication in the Charity's newsletter or on the Charity's website.

16.2 A notice shall, unless the contrary is proved, be deemed to be given 24 hours after the envelope containing it was posted or In the case of a notice contained in an electronic communication 24 hours after the time it was transmitted

16.3 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

17 Dissolution

17.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

17.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects

17.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects

17.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance

17.2 A final report and statement of account must be sent to the Commission

17.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

18 General

Honorary Officers

18.1 The Trustees may appoint and remove any individual(s) as patron(s), President or Vice President of the Charity ('Honorary Officers') and on such terms as they shall think fit. An Honorary Officer shall have the right to be given notice of, attend and speak (but not vote) at any general meeting of the Charity as if a

Member and shall also have the right to receive accounts of the Charity when available to the Members

Secretary

18.2 A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them if there is no Secretary.

18.2.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity, and

18.2.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.