# Textile Exchange Europe

## Articles of Association

**(amended by written special resolution dated 18 December 2020)**

Company number 7586788

Charity number 1145882

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# The Companies Act 2006

# Company not having a share capital

# Articles of Association

# of

# Textile Exchange Europe

**(amended by written special resolution dated 18 December 2020)**

## 1 Name

The name of the company is Textile Exchange Europe (the "**Charity**").

## 2 Registered office

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

## 3 Objects

3.1 The objects of the Charity (the "**Objects**") are to promote sustainable development for the benefit of the public, in particular (but not limited to) in relation to textile production and supply by:

3.1.1 the preservation, conservation and protection of the environment and the prudent use of natural resources;

3.1.2 the relief of poverty and the improvement of the conditions of life in socially and economically disadvantaged communities;

3.1.3 the promotion of sustainable means of achieving economic growth and regeneration; and

3.1.4 the education of the public, including (but not limited to) people involved in textile production and supply, in relation to sustainable development.

For these purposes, "sustainable development" means development that meets the needs of the present without compromising the ability of future generations to meet their own needs.

## 4 Powers

The Charity has the power to do anything within the law which may promote or may help to promote the Objects or any of them including (but without limitation) the power:

4.1 To hold festivals, seminars, conferences, lectures, tours and courses.

4.2 To promote or carry out research and to disseminate such research.

4.3 To provide advice.

4.4 To publish or distribute information in any form.

4.5 To co-operate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies.

4.6 To support, administer or set up charities and to act as trustee of any charitable funds, endowments or trusts.

4.7 To affiliate with and where appropriate merge with any charity having similar objects to the Objects.

4.8 To raise funds.

4.9 To borrow money, including entering into any derivative arrangement relating to that borrowing provided that the derivative arrangement is an integral part of managing the Charity's debt and not a speculative venture.

4.10 To give security for loans, grants and other obligations over the assets of the Charity (but only in accordance with the restrictions imposed by the Charities Act 1993).

4.11 To acquire, rent or hire property of any kind.

4.12 To sell, let, licence, mortgage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993).

4.13 To make grants, awards, prizes or donations.

4.14 To make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company.

4.15 To set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a written policy on reserves.

4.16 To deposit or invest funds in any manner (but to invest only after taking such advice as the Trustees consider is reasonably necessary from such person as is reasonably believed by the Trustee to be qualified to give it by his or her ability in and practical experience of financial and other relevant matters).

4.17 To enter into any derivative arrangement in connection with any investment provided that the derivative arrangement is ancillary to the investment (being entered into in order to manage the risk and/or transaction costs associated with the investment) and is not a speculative venture.

4.18 To delegate the management of investments to any person provided that:

4.18.1 the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;

4.18.2 the investment policy is set out in writing by the Trustees;

4.18.3 the performance of the investments is reviewed regularly with the Trustees;

4.18.4 the investment policy and the delegation arrangements are reviewed at least once a year;

4.18.5 all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate; and

4.18.6 the delegate must not do anything outside the powers of the Trustees.

4.19 To arrange for the investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required.

4.20 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.

4.21 To take out indemnity insurance to insure the Trustees against the costs of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be in breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty.

4.22 Subject to Articles 13 and 14 to employ paid or unpaid agents, staff or advisers.

4.23 To enter into contracts to provide services to or on behalf of other bodies.

4.24 To establish, support or acquire subsidiary companies.

4.25 To pay the costs of forming the Charity.

4.26 To open and operate bank accounts and banking facilities.

4.27 To solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms.

4.28 To enter into any licence or sponsorship agreement.

4.29 To enter into any contract or agreement (including any finance lease).

## 5 Limited liability

5.1 The liability of the Member is limited to £1, being the amount the Member undertakes to contribute to the Charity's assets if the Charity shall be wound up while it is a Member, or within one year after he she or it ceases to be a Member, for payment of the Charity's debts and liabilities contracted before he she or it ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

## 6 Membership

6.1 The number of Members with which the Charity is registered is unlimited.

6.2 The Charity must maintain a register of Members.

6.3 The subscriber to the Memorandum shall be the sole Member of the Charity.

6.4 Membership is terminated if the Member ceases to exist or gives written notice of resignation to the Charity or makes an arrangement or composition with its creditors, in which case the individuals then acting as Trustees shall be appointed as the Members of the Charity (and all references in these Articles to "the Member" shall be taken to be references to "the Members" or any one of them).

6.5 Membership of the Charity is not transferable.

6.6 The Trustees may admit such persons as they see fit as associate members in accordance with any criteria or rules set out by the Trustees from time to time, provided that associate members shall not be members of the Charity for the purposes of the Act and accordingly such membership shall not confer upon any associate member the right to attend or vote on any matter at any general meeting of the Charity.

## 7 General meetings

7.1 General meetings are called on at least 14 clear days' written notice specifying the business to be discussed. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

7.2 A general meeting may be called at any time by the Trustees and must be called in accordance with the terms of the Act within 21 days of a written request from the Member made in accordance with the provisions of the Act.

7.3 The duly authorised representative of the Member of the Charity shall constitute a quorum at a general meeting.

7.4 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine.

7.5 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee elected by those present shall preside as chair at a general meeting. The chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the chair shall determine.

7.6 A resolution put to the vote of a meeting will be decided on a show of hands. The Member present though its authorised representative shall have one vote.

7.7 A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document). A written resolution passed under this Article will lapse if not passed before the end of six calendar months beginning with the circulation date (as defined in section 290 of the Companies Act 2006).

7.8 The Member may by resolution of its board of directors authorise such person as it thinks fit to act as its authorised representative at any meeting of the Charity and the person so authorised shall be entitled to exercise the same powers on behalf of the Member as that person would exercise if he or she were an individual Member of the Charity.

## 8 The Trustees

8.1 The Trustees are the charity trustees of the Charity and have control of the Charity and its property and funds.

8.2 The Board shall be composed of no fewer than three Trustees and such maximum number as the Member may determine from time to time.

8.3 The first Trustees shall be the persons whose names are notified to Companies House on incorporation.

8.4 Trustees shall be appointed to the Board by resolution of the Member. The Trustees may from time to time at their discretion determine any criteria for appointment as a Trustee.

8.5 Every Trustee shall sign a written consent to become a Trustee.

8.6 The term of office for every Trustee shall by three years or such longer or shorter period of time as the Member (after consulting the Trustees) considers necessary in order to make arrangements for the appropriate composition of the Board with respect to the skills and experience of the Trustees required by the Charity from time to time. A Trustee shall be eligible for re-election by the Member for one further such term.

8.7 After a Trustee has served two consecutive terms in office, he or she shall be eligible for re-appointment by the Member only after a year has elapsed since he or she retired as Trustee, unless the Member considers (after consulting the Trustees) that it would be in the best interests of the Charity for a Trustee to be eligible for re-appointment on his or her retirement for such number of further terms as the Member shall resolve.

8.8 Every Trustee will hold office until he or she vacates office in accordance with Article 8.9.

8.9 A Trustee's term of office automatically terminates if he or she:

8.9.1 is disqualified under the Charities Act 1993 from acting as a charity trustee;

8.9.2 is, in the opinion of the Trustees, unable properly to fulfil his or her duties by reason of illness, disability or infirmity and the Trustees resolve that his or her office be vacated;

8.9.3 is absent from two consecutive meetings of the Trustees without the consent of the Trustees and the Trustees resolve that his or her office is vacated;

8.9.4 is removed as a Trustee by the Member pursuant to the Act;

8.9.5 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office);

8.9.6 becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the Court for an interim order in respect of a voluntary arrangement; or

8.9.7 is convicted of an offence and the Trustees shall resolve that it is undesirable in the interests of the Charity that he or she remains a Trustee of the Charity.

8.10 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 of the Board.

## 9 Proceedings of the Board

9.1 The Trustees must hold at least one meeting of the Board each year. Any Trustee may call a meeting of the board by giving notice of the meeting to the Trustees or by authorising the Secretary (if any) to give such notice provided that:

9.1.1 such notice must indicate the proposed date, time and location of the meeting and, if it is anticipated that Trustees 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;

9.1.2 such notice must be given to each Trustee, but need not be in writing; and

9.1.3 such notice need not be given to Trustees who waive their entitlement to notice of that meeting by giving notice to that effect to the Charity not more than seven days after the date on which the meeting is held (and where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it).

9.2 The quorum necessary at a meeting of the Board shall be determined by the Board and unless and until otherwise determined shall be two. 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 call a general meeting to enable the Member to appoint further Trustees.

9.3 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Trustees in which all Trustees may communicate with all the other Trustees. If all the Trustees participating in a 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.

9.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present will preside as chair at each meeting.

9.5 Every decision of the Trustees shall be by a simple majority of the votes cast at a meeting but a written resolution signed (or agreed to in writing) by all of the Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting and would have formed a quorum at such a meeting is as valid as a resolution passed at a meeting (and for this purpose the resolution or agreement in writing may be contained in more than one document).

9.6 Every Trustee has one vote on each issue except for the chair of the meeting, who in the event of an equality of votes has a second or casting vote (unless the chair of the meeting is in accordance with these Articles not to be counted as participating in the decision-making process for quorum or voting purposes).

9.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 10 Powers of Trustees

10.1 The Trustees have the following powers in the administration of the Charity:

10.1.1 at their absolute discretion, to appoint (and remove) any person or corporate entity (who may also be a Trustee) to act as Secretary to the Charity in accordance with the Act;

10.1.2 to appoint a Chairman from among their number;

10.1.3 to appoint a Treasurer, Patron and other honorary officers;

10.1.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;

10.1.5 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;

10.1.6 to make regulations consistent with these Articles and the Act to govern the administration of the Charity; and

10.1.7 to exercise any powers of the Charity which are not reserved to a general meeting.

## 11 Delegation

11.1 Subject to these Articles, the Board may delegate any of the powers conferred on it by these Articles to such person, by such means, to such an extent, in relation to such matters and on such terms of reference as the Trustees think fit and, if the Board so specifies, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated.

11.2 The Board may also delegate to any committee consisting of two or more individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a

resolution of the committee shall not be effective unless a majority of those present when it is passed are Trustees or it is ratified by the Board) provided that:

11.2.1 all proceedings of every committee must be reported promptly to the Trustees; and

11.2.2 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying).

11.3 The Board may at any time revoke any delegation in whole or part or alter its terms.

## 12 Advisory Board

12.1 The Board may establish an advisory board comprising individuals who, in the opinion of the Board, have relevant experience in dealing with issues affecting the Charity. An advisory board shall have none of the rights or powers exercisable by a committee of the Board other than a power to advise the Board on any matters which have been referred to it by the Board. The members of an advisory board shall not, unless they are also Trustees, have the duties and responsibilities of company directors or charity trustees. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any advisory boards shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

## 13 Benefits to the Member

13.1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to the Member but:

13.1.1 the Member may enter into contracts with the Charity and receive reasonable payment for goods or services supplied;

13.1.2 the Member may be paid interest at a reasonable rate on money lent to the Charity;

13.1.3 the Member may be paid a reasonable rent or hiring fee for property let or hired to the Charity;

13.1.4 the Member may receive any Benefit in its capacity as a beneficiary of the Charity; and

13.1.5 another charity of which the Member is a charity trustee or member may receive any Benefit which is in furtherance of the Objects and does not confer any Benefit on the Member.

13.2 In this Article, references to the Member include references to any person who is Connected to the Member.

## 14 Benefits to Trustees

14.1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except:

14.1.1 reasonable and proper premiums in respect of indemnity insurance provided in accordance with these Articles;

14.1.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Charity;

14.1.3 an indemnity in accordance with these Articles;

14.1.4 payment to any company in which a Trustee has no more than a 2% shareholding; and

14.1.5 other payments or benefits permitted by law or with the prior consent of the Commission;

provided that the Trustees must comply with the provisions of Articles 15, 16 and 17 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

14.2 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except:

14.2.1 interest at a reasonable rate on money lent to the Charity;

14.2.2 a reasonable rent or hiring fee for property let or hired to the Charity;

14.2.3 any Benefit provided to a Trustee in his or her capacity as a beneficiary of the Charity;

14.2.4 any Benefit which is in furtherance of the Objects to another charity of which a Trustee is a charity trustee or member and which does not confer any Benefit on that Trustee;

14.2.5 in respect of the provision of goods or services in accordance with Article 14.3; and

14.2.6 remuneration paid under a contract of employment (including, for the avoidance of doubt, employee benefits in addition to salary) to a person Connected with a Trustee provided that:

(a) the nature and level of the remuneration is proper and reasonable; and

(b) no more than one person Connected to a Trustee is employed by the Charity in any financial year;

provided that the Trustees must comply with the provisions of Articles 15, 16 and 17 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee (or any person Connected to a Trustee) pursuant to this Article.

14.3 Any Trustee may enter into a written contract with the Charity to supply goods or services to the Charity in return for a Benefit but only if:

14.3.1 the goods or services are actually required by the Charity;

14.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied;

14.3.3 the Trustee has declared his or her Interest in accordance with Article 15 and the Trustees have complied with the procedure in Article 17.3;

14.3.4 no more than half of the Trustees are subject to or affected by such a contract in any financial year (and this provision will apply to a Trustee if this Article 14.3 applies to a person who is Connected to that Trustee); and

14.3.5 the services supplied are not services supplied by the Trustee in his or her capacity as a Trustee; and

14.3.6 the services supplied are not services supplied by the Trustee under a contract of employment;

14.4 provided that the Trustees must comply with the provisions of Articles 15, 16 and 17 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article. A Trustee or the Member shall not receive a Benefit from any Subsidiary Company except in accordance with Article 13 for the Member or Articles 14.1 and 14.2 for a Trustee (all of which apply as if references to the Charity were references to the Subsidiary Company and references to the Articles were to the articles of association of the Subsidiary Company).

14.5 In this Article, references to the Member or Trustee include references to any person who is Connected to the Member or that Trustee.

14.6 This Article may not be amended without prior written consent of the Commission.

## 15 Declaration of Interests

15.1 Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest.

15.2 In the case of any proposed transaction or arrangement with the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees before the Charity enters into the transaction or arrangement.

15.3 In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable.

15.4 Any declaration must be made in accordance with the provisions of the Act:

15.4.1 at a meeting of the Trustees; or

15.4.2 by notice in writing to the Trustees; or

15.4.3 by general notice to the Trustees.

15.5 A Trustee is not required to declare an Interest:

15.5.1 where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or

15.5.2 where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or

15.5.3 if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the Interest).

15.6 The Charity may maintain a register of all of the Interests declared by the Trustees in accordance with this Article. The Trustees may prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.

## 16 Conflicts of Interest

16.1 Subject to Articles 16.2 and 17, a Trustee has a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which he has, or can have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity).

16.2 Pursuant to section 181(3) of the Companies Act 2006, the duty referred to in Article 16.1 does not apply to a Conflict of Interest arising in relation to any situation or matter or any transaction or arrangement between the Charity and any Trustee which is mentioned in Article 14.1 of these Articles.

## 17 Authorisation of Conflicts of Interest

17.1 The Trustees may authorise a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest provided that:

17.1.1 the Conflict of Interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by Article 14 of these Articles;

17.1.2 the Trustees act in what they consider to be the best interests of the Charity; and

17.1.3 the Trustees comply with the procedures set out in this Article 17.

17.2 Whenever the Trustees must decide whether to give the authorisation in accordance with Article 17.1 the Trustee concerned must:

17.2.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins);

17.2.2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;

17.2.3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed;

17.2.4 withdraw during the vote and have no vote on the authorisation for that part of the meeting; and

17.2.5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustees).

17.3 In giving any authorisation in accordance with Article 17.1 in relation to any transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest and which will or may confer a Benefit on that Trustee (or Connected Person), the Trustees must provide that the Trustee concerned will:

17.3.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed (or, at the latest, before such discussion begins);

17.3.2 withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;

17.3.3 not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed;

17.3.4 withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting; and

17.3.5 not sign any written resolution in relation to the relevant transaction or arrangement or situation or matter (except where required to do so to confirm a resolution of the other Trustees).

17.4 In giving the authorisation under Article 17.1 in relation to a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to a Trustee) has, or may have, a Conflict of Interest which will not confer a Benefit on that Trustee (or Connected Person), the Trustees may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustees must consider:

17.4.1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest;

17.4.2 whether or not the Trustee should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;

17.4.3 whether or not the Trustee should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and

17.4.4 whether or not the Trustee should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting.

## 18 Records and accounts

18.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

18.1.1 annual reports;

18.1.2 annual returns; and

18.1.3 annual statements of account.

18.2 The Trustees must keep proper records of:

18.2.1 all proceedings at general meetings;

18.2.2 all proceedings at meetings of the Trustees (including a record of all unanimous or majority decisions taken by the Trustees for at least 10 years from the date of the decision recorded);

18.2.3 all reports of committees; and

18.2.4 all professional advice obtained.

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

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

## 19 Notices

19.1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Trustees by hand, or by post or by suitable electronic means.

19.2 The Charity may deliver a notice or other document to the Member by:

19.2.1 delivering it personally to the Member;

19.2.2 post or hand delivery to the Member's address shown in the register of Members;

19.2.3 electronic mail to an address notified by the Member in writing; or

19.2.4 by means of a website in accordance with Articles 19.3 and 19.4.

19.3 Notices, resolutions, documents or information may be sent or supplied to the Member by means of a website provided that the Member has consented to receive notices, resolutions, documents or information in that way. The Member will be deemed to have agreed to receive notices, resolutions, documents and information in this way where it has been asked by the Charity to agree to receive notices, resolutions, documents and information through a website and the Charity has not received a response within the period of 28 days beginning with the date on which the Charity's request was sent. The Member is not taken to have so agreed if the Charity's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made.

19.4 Where any notice, resolution, document or other information is to be sent or supplied by means of a website, the Member shall be notified in accordance with Articles 19.2.1, 19.2.2 or 19.2.3 of:

19.4.1 its presence on the website;

19.4.2 the address of the website;

19.4.3 the place on the website where it may be accessed; and

19.4.4 how to access it.

19.5 Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member when the notice, resolution, document or other information is first made available on the website or, if later, when the Member is deemed to have received the notification given under Article 19.4 in accordance with the relevant provisions of 19.6.

19.6 Subject to Article 19.5, any notice given in accordance with these Articles is to be treated for all purposes as having been received:

19.6.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

19.6.2 two clear days after being sent by first class post to that address;

19.6.3 three clear days after being sent by second class or overseas post to that address;

19.6.4 on being handed to the Member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier

19.6.5 as soon as the Member acknowledges actual receipt.

19.7 A technical defect in the giving of notice of a meeting of which the Trustees are unaware at the time does not invalidate decisions taken at that meeting.

## 20 Indemnity

The Charity may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

## 21 Dissolution

21.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Trustees in the following ways:

21.1.1 by transfer to one or more other bodies established for exclusively charitable purposes which the Member in its absolute discretion considers are within, the same as or similar to the Objects; and (subject thereto);

21.1.2 directly for the Objects or charitable purposes within or similar to the Objects as the Member in its absolute discretion shall determine; and (subject thereto);

21.1.3 in such other manner consistent with charitable status as the Commission may approve in writing in advance.

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

## 22 Model Articles

The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity.

## 23 Interpretation

23.1 In these Articles:

**the Act:** means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force

**these Articles:** means these articles of association

**authorised representative:** means an individual who is authorised in writing by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary

**Benefit:** means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth

**Board:** means the board of trustees of the Charity

**Chairman:** means the chair of the Board appointed in accordance with Article 10.1.2

**the Charity:** means the company governed by these Articles

**charity trustee:** has the meaning prescribed by section 97(1) of the Charities Act 1993

**clear day:** means 24 hours from midnight following the relevant event

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

**Conflict of Interest:** means any Interest of a Trustee (or any person Connected to a Trustee) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties

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

(a) any spouse or civil partner of a Trustee;

(b) any parent, child, brother, sister, grandparent or grandchild of a Trustee who is financially dependent on such Trustee or on whom the Trustee is financially dependent;

(c) the spouse or civil partner of any person in (b);

(d) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to that of a spouse or civil partner; or

(e) any company, LLP or partnership of which a Trustee or the Member is a paid director, member, partner or employee or a holder of more than 1% of the share capital or capital; and

any person who is a Connected Person in relation to any Trustee or the Member is referred to in these Articles as **Connected** to that Trustee or Member.

**Interest:** means any direct or indirect interest (and includes any interest a Trustee or any person Connected to a Trustee may have as a consequence of any duty he or she may owe to any other person) and where a Trustee (or any person Connected to a Trustee) has any such interest in any matter or situation or transaction or arrangement the Trustee is **Interested** in it

**Member** and **Membership** refer to the member of the Charity for the purposes of, and as defined by, the Act and its membership of the Charity

**Memorandum:** means the Charity's memorandum of association

**month:** means calendar month

**Secretary:** means the secretary of the Charity or if no secretary has been appointed, the person to carry out the duties of the secretary of the Charity

**Subsidiary Company:** means any company in which the Charity holds:

(a) more than 50% of the shares; or

(b) more than 50% of the voting rights attached to the shares; or

(c) the right to appoint one or more of the directors

**Trustee:** means each of the directors of the Charity under the Act (and **Trustees** means all of the directors)

**written** or **in writing:** refers to a legible document on paper including a printed e-mail or a fax message

**year:** means calendar year.

23.2 Expressions defined in the Act have the same meaning.

23.3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it.