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**THE COMPANIES ACT 2006
COMPANY NUMBER - 10910351
WRITTEN RESOLUTION
CHABAD ON THE SOUTH BANK
CHANGE OF OBJECTS**

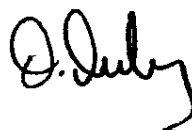
In accordance with the Companies Act 2006 which is incorporated in the company's articles of association we the undersigned, being all the members of the company who at the date of this resolution are entitled to attend and vote at general meetings of the company, hereby unanimously resolve upon the following resolution and agree that it shall be as valid and effective as if it had been passed as a special resolution at a general meeting of the company duly convened and held.

That the objects as set out in the attached document (numbered 6.1 - 6.4) be approved and adopted as the new objects of the company in place of all existing objects and the memorandum of association be updated accordingly.

DATED: 10/12/2017

SIGNED:

Daniel Duboy



Bentzion Alperowitz



Menachem Mendel Raskin



TUESDAY



A04 19/12/2017 #514
COMPANIES HOUSE

THE COMPANIES ACT OF 2006
COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION OF A CHARITABLE COMPANY
MEMORANDUM OF ASSOCIATION OF
CHABAD ON THE SOUTH BANK
COMPANY NUMBER 10910351

1. NAME

The Company's name is CHABAD ON THE SOUTH BANK
(and in this document it is called the 'charity')

2. INTERPERTATION

In these Articles:

"Act" means The Companies Acts (as defined in Section 2 of The Companies Act 2006) insofar as they apply to the Charity

"AGM" means an Annual General Meeting of the Charity

"Articles" means these Articles of Association

"Chairman" means the chairman of the Trustees

"Charity" means the company governed by these Articles

"Charity Trustee" has the meaning prescribed by Section 177 of The Charities Act 2011

"Clear day" means twenty-four hours from midnight following the relevant event

"Commission" means The Charity Commission for England and Wales

"Constitution" means any constitution of the Charity duly adopted

"EGM" means an Extraordinary General Meeting of the Charity

"Financial expert" means an individual company or firm who is an authorised person within the meaning of The Financial Services Act 1986

"Material benefit" means a benefit which may not be financial but has a monetary value

"Member" and "membership" means a member or membership of the Charity

"Month" means calendar month

"Objects" means the Objects of the Charity as defined in these Articles

"Secretary" means the Secretary of the Charity including a joint secretary

"Taxable trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects

"Trustee" means a director of the Charity and "Trustees" means all of the Trustees

"Written" or "in writing" refers to a legible document on paper including a fax message

"Year" means calendar year

- 2.1 Words and expressions defined in the Act have the same meanings in these Articles.
- 2.2 References to an Act of Parliament are references to the Act as amended consolidated or re-enacted from time to time and to any subordinate legislation made under it.
- 2.3 In any areas of conflict between the terms hereof and the Constitution the terms of the Constitution shall so far as the law may allow prevail.
- 2.4 References to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa.
- 2.5 References to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships.
- 2.6 References to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where applicable) include all regulations, determinations and directions made or given under it.
- 2.7 References to Clauses are to clauses within the Articles.
- 2.8 Headings are not to affect the interpretation of the Articles.

We wish to be formed into a company under these Articles of Association

3. LIABILITY OF MEMBERS

- 3.1 The liability of the members is limited.
- 3.2 Every member of the Charity promises that if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £10) that may be demanded of him or her or it towards payment of the debts and liabilities of the Charity incurred before he or she or it ceased to be a member, including the costs charges and expenses of winding up and the adjustment of the rights of the contributories among themselves.

4. MEMBERSHIP

- 4.1 The Subscribers to the Memorandum and Articles together with the Trustees are the first Members of the Charity.
- 4.2 Membership is open to other individuals or organisations who

- 4.2.1 apply to the charity in the form required by the Trustees
- 4.2.2 are approved by the Trustees
- 4.3
 - 4.3.1 the Trustees may only refuse an application for membership if acting reasonably and properly, they consider it to be in the best interests of the charity to refuse the application
 - 4.3.2 the trustees must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision
 - 4.3.3 the Trustees must consider any written representation the applicant may make about the decision. The Trustees decision following any written representation must be notified to the applicant in writing but shall be final.
- 4.3 Membership is personal and not transferrable to anyone else.
- 4.4 The Trustees must keep a register of names and addresses of the Members.
- 5. **CLASSES OF MEMBERSHIP**
 - 5.1 The Trustees may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.
 - 5.2 The Trustees may not directly or indirectly alter the rights or obligations attached to a class of members.
 - 5.3 The rights attached to a class of members may only be varied if:
 - 5.3.1 three-quarters of the members of that class consent in writing to the variation;
 - or
 - 5.3.2 a Special Resolution is passed at a separate general meeting of the members;
 - and
 - 5.3.3 Trustees of that class consent to the variation.
 - 5.4 The provisions of these Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.
 - 5.5 Membership is terminated if:
 - 5.5.1 the member dies, if it is organization, ceases to exist
 - 5.5.2 the member resigns by written notice to the charity unless, after the resignation, there would be less than two members
 - 5.5.2 any sum due from the member to the Charity is not paid in full within six months of it falling due

5.5.3 the member is removed from membership by a resolution of the Trustees that it is in the best interests of the Charity that his or her membership is terminated A resolution to remove a member from membership may only be passed if:

5.5.3.1 the member has been given at least twenty-one days, notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed,

5.5.3.2 the member or, at the option of the member, the members representative (who needs to be a member of the Charity) has been allowed to make representation at the meeting

6. OBJECTS

The Charity's Objects ("the Objects") which are for the public benefit are:

- 6.1 To advance the Jewish religion in London for the benefit of the public through the holding of prayer meetings, public celebration of religious festivals, producing and/or distributing literature on Judaism to enlighten others about the Jewish religion.
- 6.2 To advance the education of the public in the religion of Judaism, in particular but not exclusively by providing educational programmes.
- 6.3 the relief of those in need by reason of youth, age, health, disability, financial hardship or other disadvantages through the provision of financial support and coordination of practical support
- 6.4 the advancement of such other objects as the Trustees may determine that are for the benefit of the public and are charitable according to the laws of England and wales

7. POWERS

The Charity has the following powers which may be exercised only in promoting the Objects:

- 7.1 To establish community centres.
- 7.2 To set up, administer or support training and educational facilities.
- 7.3 To provide school rooms, meeting rooms and ancillary facilities for the teaching of the Jewish faith and to provide recreational facilities ancillary thereto.
- 7.4 To establish mentoring programmes to equip people with values in line with Jewish and ethical principles.
- 7.5 To provide financial assistance to persons of the Jewish faith who are in need to enable them to observe and perform the rites and practices of the Jewish religion.
- 7.6 To promote and organise programmes to engage with young people in the community.
- 7.7 To promote festivals, celebrations and exhibitions and otherwise to develop community.
- 7.8 To develop, equip and empower people to be people of integrity in order to face the challenges associated with their roles in society.

- 7.9 To cause to be written and printed or otherwise reproduced, distributed and circulated gratuitously or otherwise periodicals, magazines, books, journals, leaflets or other documents, films, DVDs, recorded tapes, CDs or other media which are desirable for the promotion of the Charity and its Objects.
- 7.10 To commission, arrange, prepare, print, publish, issue and disseminate any programme pamphlet, book, documentary film recording or other artistic work and to fix, make and receive fees, royalties and other charges therefor and for admission to and otherwise in respect of any exhibition performance or display.
- 7.11 To hold exhibitions, meetings, lectures, classes, seminars and courses either alone or with others and to disseminate the proceedings and papers given at such events.
- 7.12 To support, administer, set up or cooperate with other charities, voluntary organisations, clubs or institutions.
- 7.13 To acquire, merge with or enter into any joint venture or arrangement with any other charitable or not-for-profit organisation established for the Objects.
- 7.14 To establish, promote, federate, amalgamate, affiliate or co-operate with and subscribe to any association, society, company, institution or trust which shall be charitable at law and to purchase or otherwise acquire and undertake all or part of the property, assets, liabilities and engagements of any such association, society, company, institution or trust provided the same is charitable or otherwise prohibits the payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Charity by these Articles.
- 7.15 To purchase, sell, exchange or otherwise obtain or dispose of any equipment and materials.
- 7.16 To raise funds; but in doing so the Charity will not undertake any substantial trading activity.
- 7.17 To carry on and trade insofar as either the trade is exercised in the course of the actual carrying out of the Objects of the Charity or the trade is temporary or ancillary to the carrying out of the said Objects and to incorporate any wholly-owned company to carry on such trade.
- 7.18 To provide resources applicable to the promotion of the Objects.
- 7.19 To issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Charity in the shape of donations, subscriptions, grants or otherwise.
- 7.20 To borrow money and to charge the whole or any part of any property belonging to the Charity and to give security for loans (including entering into hedging or derivative instruments in order to fix interest rates on any borrowing) but only in accordance with the regulations imposed by The Charities Act 2011.
- 7.21 To buy, acquire, take on, lease, or exchange, hire or otherwise acquire property of any kind and to maintain or equip it for use.

- 7.22 To sell, let, lease or dispose of property of any kind but only in accordance with the restrictions imposed by The Charities Act 2011.
- 7.23 To make grants or loans of money and to give guarantees.
- 7.24 To set aside funds for special purposes or as reserves against future expenditure.
- 7.25 To deposit or invest funds in any manner but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification.
- 7.26 To delegate the management of investments to a financial expert but only on terms that:
 - 7.26.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 7.26.2 every transaction is reported promptly to the Trustees;
 - 7.26.3 the performance of the investments is reviewed regularly with the Trustees;
 - 7.26.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 7.26.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 7.26.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
 - 7.26.7 the financial expert must not do anything outside the powers of the Trustees ensuring that the financial expert is subject to the same conditions as the Trustees of a Trust are permitted to do so by The Trustee Act 2000.
- 7.27 To arrange for 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 a financial expert acting under their instructions and to pay any reasonable fee required.
- 7.28 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 7.29 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as Charity Trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty unless the Trustee concerned knew that or was reckless as to whether the act or omission was a breach of trust or breach of duty.
- 7.30 To insure the Trustees against the liability of making a contribution to the Charity's assets for wrongful trading as specified in s214 Insolvency Act 1986.
- 7.31 Subject to Clause 8 below to employ paid or unpaid agents, staff or advisers.
- 7.32 To enter into contracts to provide services on behalf of other bodies.

7.33 To establish subsidiary companies to assist or act as agents for the Charity.

7.34 To pay the costs of forming the Charity.

7.35 To do anything else within the law which promotes or helps to promote the Objects.

7.36 PROVIDED THAT:

7.36.1 Subject always to conformity with the Objects, none of the Powers set out in any of the preceding sub-clauses of this Clause 7 shall be restrictively constructed but the widest interpretation shall be given to each power, and none of such powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms and conditions of any other sub-clause, or by reference to or inference from the name of the Charity.

7.36.2 None of the powers specified in the preceding sub-clauses of this Clause 7 shall be deemed subsidiary or ancillary to any other powers specified therein and the Charity shall have as full a power to exercise each and every one of the powers specified in each such sub-clause as though each such sub-clause contained the powers of a separate trust subject always to conformity with the Objects.

7.36.3 The Objects shall not extend to regulation of relations between workers and employers, or organisations of workers and organisations of employers, nor in the proper exercise of its powers shall the Charity be deemed to act in any way that constitutes it a trade union.

8. BENEFIT TO MEMBERS AND TRUSTEES

8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but:

8.1.1 members may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;

8.1.2 members may be paid interest at a reasonable rate on money lent to the Charity;

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

8.1.4 a Trustee for the time being hereof may be remunerated out of the income or property of the Charity or receive other benefits for services rendered to the Charity provided that no payment may be made to a Trustee under an employment contract unless previously and expressly authorised in writing by the Charity Commission, and provided also that:

8.1.4.1 at no time shall a majority of the Trustees receive remuneration or other benefits for services rendered to the Charity;

8.1.4.2 any Trustee whom it is proposed to remunerate or confer other benefits upon should not be present during the formal deliberations and decision making relating to any such remuneration or benefits;

8.1.4.3 the Trustees are satisfied that the proposed remuneration or the nature or value or any such other benefit is reasonable and proper having regard to the nature and value of the work carried out or services undertaken by such Trustee and to the income of the Charity; and

8.1.4.4 the decision to remunerate or confer benefits upon such Trustee and the level of that remuneration and nature and value of any such benefits shall be taken and decided upon by not less than two thirds of all the remaining Trustees.

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

8.2.1 as mentioned in Clauses 7.30, 8.1.1, 8.1.2, 8.1.3, 8.1.4 or 8.3;

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

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

8.2.4 payment to any company in which a Trustee has no more than a one percent shareholding;

8.2.5 in exceptional cases other payments or benefits but only with the written approval of the Commission in advance.

8.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:

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

8.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set out in accordance with the procedure in sub-clause 8.4 below;

8.3.3 no more than one half of the Trustees are subject to such a contract in any financial year.

8.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:

8.4.1 declare an interest at or before discussion begins on the matter;

8.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;

8.4.3 not be counted in the quorum for that part of the meeting;

8.4.4 withdraw during the vote and have no vote on the matter.

- 8.5 If a conflict of interest 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 these Articles the unconflicted Trustees may authorise such a conflict of interest where the following conditions apply:
- 8.5.1 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;
 - 8.5.2 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;
 - 8.5.3 the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interest in the circumstances applying.
- 8.6 In this Clause 8 "Charity" shall include any company in which the Charity holds more than 50% of the shares or 50% of the voting rights attaching to such shares.
- 8.7 This clause may not be amended without the prior written consent of the Commission.
- 9. GENERAL MEETINGS**
- 9.1 Members are entitled to attend general meetings personally. General meetings are called by the Secretary on at least fourteen clear days' written notice specifying the time date and location of the meeting and the business to be discussed.
- 9.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting who together hold not less than 90 per cent of the total voting rights.
- 9.3 Notice shall be given to all members, Trustees and the Auditors (if any). The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the notice is an Annual General Meeting, the notice must say so. The Notice must also contain a statement setting out the right of members to appoint a proxy under Section 324 of The Companies Act 2006.
- 9.4 No business shall be transacted at any general meeting unless a quorum is present.
- 9.5 There is a quorum at a general meeting if the number of members personally present is at least three or more than fifty per cent of the members, whichever is greater.
- 9.6 If a quorum is not present within half an hour from the time appointed for the meeting or during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Trustees shall determine and:
- 9.6.1 the Trustees must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting;
 - 9.6.2 if no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.

- 9.7 Any member is entitled to appoint another person as proxy to exercise all or any of the member's rights to attend and to speak and to vote at a general meeting of the Charity.
- 9.8 The appointment of a proxy shall be executed by or on behalf of the appointer and shall be in the following form which is usual or which the directors may approve:

"Charity name.....

I/We,.....of....., being a member/members of the above named Charity hereby appoint..... of..... as my/our proxy to vote in my/our names) and on my/our behalf at the general meeting of the Charity to be held on20....., and at any adjournment thereof.

Signed on20....."

- 9.9 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 9.10 Except where otherwise provided by the Act every issue is decided by a majority of the votes cast.
- 9.11 Except for the Chairman of the meeting or the member elected to preside in his place under sub-clause 9.9 above who has a second or casting vote every member present in person or through an authorised representative has one vote on each issue.
- 9.12 A written Resolution signed by all those entitled to vote at a general meeting 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 and will be treated as passed on the date of the last signature) provided that a copy of the proposed resolution has been sent to every eligible member and a simple majority (or not less than 75% in the case of Special Resolutions) of members has signified its agreement to the Resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.
- 9.13 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within eighteen months after the Charity's incorporation.

10. THE TRUSTEES

- 10.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 10.2 A person may not be a Trustee unless he is a member. The Trustees when complete will consist of at least three and not more than fifteen individuals.
- 10.3 Every Trustee must sign a Declaration of Willingness to act as a Charity Trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees.
- 10.4 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.

- 10.5 At the first Annual General Meeting all the Trustees must retire from office unless by the close of the meeting the members have failed to elect sufficient Trustees to hold a quorate meeting of the Trustees. At each subsequent Annual General Meeting one-third of the Trustees or, if their number is not three or a multiple of three, the number nearest to one-third must retire from office. If there is only one Trustee he or she must retire.
- 10.6 The Trustees shall serve a maximum of two consecutive terms of three years following from their first appointment however made and following which no outgoing Trustee shall be eligible for re-election for a period of twelve months following the retirement.
- 10.7 The Trustees to retire by rotation shall be those who have been longest in office since their last appointment. If any Trustees become or were appointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 10.8 If a Trustee is required to retire at an Annual General Meeting by a provision of these Articles the retirement shall take effect upon the conclusion of the meeting.
- 10.9 The Charity may by ordinary Resolution:
 - 10.9.1 appoint a person who is willing to act to be a Trustee;
 - 10.9.2 determine the rotation in which any additional Trustees are to retire.
- 10.10 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee but a co-opted Trustee holds office only until the next AGM.
- 10.11 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 in good faith.

11. OBLIGATIONS OF TRUSTEES

- 11.1 The Trustees may set out in writing the principal obligations of every Trustee to the Trustees and to the Charity. The statement of Trustees' obligations is not intended to be exhaustive and the Trustees may review and amend it from time to time.
- 11.2 The statement of the obligations of the Trustees to the Charity must include:
 - 11.2.1 a commitment to its values and objectives;
 - 11.2.2 an obligation to contribute to and share responsibility for the Trustees' decisions;
 - 11.2.3 an obligation to read Trustee papers and to attend meetings, training sessions and other relevant events;
 - 11.2.4 an obligation to declare relevant interests;
 - 11.2.5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Trustees;
 - 11.2.6 an obligation to comply with fiduciary duties, including:

- 11.2.6.1 to act in the best interests of the Charity;
 - 11.2.6.2 to declare any interests a Trustee may have in matters to be discussed at Trustees' meetings and not put himself in a position where his personal interest or a duty owed to another conflicts with the duties owed to the Charity;
 - 11.2.6.3 to secure the proper and effective use of the Charity's property;
 - 11.2.6.4 to act personally;
 - 11.2.6.5 to act within the scope of any authority given;
 - 11.2.6.6 to use the proper degree of skill and care when making decisions particularly when investing funds;
 - 11.2.6.7 to act in accordance with the Memorandum and Articles;
 - 11.2.6.8 to comply with the duties set out in Part 10 of the Companies Act 2006.
- 11.3 A Trustee may be required to sign and deliver to the Trustees a statement confirming he will meet his obligations to them and to the Charity within one month of his appointment.
- 11.4 A Trustee's term of office automatically terminates if he or she:
- 11.4.1 is disqualified under The Charities Act 2011 (or any statutory re-enactment or modification of that provision) from acting as a Charity Trustee or is prohibited by law from being or continuing to be a Company Director;
 - 11.4.2 is incapable whether mentally or physically of managing his or her own affairs;
 - 11.4.3 is absent from three consecutive meetings of the Trustees;
 - 11.4.4 ceases to be a member but such a person may be reinstated by Resolution passed by all the other Trustees on resuming membership of the Charity before the next General Meeting;
 - 11.4.5 resigns by written notice to the Trustees only if at least three Trustees will remain in office when the notice of resignation will take effect;
 - 11.4.6 has been convicted of any offence under the Children and Young Persons Act 1993;
 - 11.4.7 is in the opinion of the Trustees present and voting at a Trustees' meeting guilty of conduct detrimental to the interests of the Charity and is removed by Resolution passed by at least seventy-five percent of the Trustees present and voting at a Trustees' meeting provided that the Trustee concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Trustee;
 - 11.4.8 is removed by a Resolution of the members in a General Meeting provided that the Trustee concerned has first been given an opportunity to put his case and to justify why he should not be so removed.

12. PROCEEDINGS OF TRUSTEES

- 12.1 The Trustees must hold at least one meeting each year which may be called by any Trustee or the Secretary upon at least seven days' notice unless at least two Trustees certify in writing that because of special circumstances it ought to be called on shorter notice.
- 12.2 No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made.
- 12.3 The quorum shall be two or the number nearest to 50% of the total number of Trustees, whichever is the greater, or such larger number as may be decided from time to time by the Trustees.
- 12.4 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 12.5 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustee or Trustees may only act in calling a general meeting for the purpose of filling vacancies.
- 12.6 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.
- 12.7 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 12.8 Every issue may be determined by a simple majority of the votes cast at a meeting but a written Resolution signed by all the Trustees is as valid as a Resolution passed at a meeting (and for this purpose the Resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 12.9 Except for the Chairman of the meeting (or the Trustee elected to preside in his place under sub-clause 12.7 above who has a second or casting vote every Trustee has one vote on each issue.
- 12.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 12.11 A Resolution in writing agreed by a simple majority of all the Trustees entitled to receive notice of meeting of Trustees or of a committee of Trustees and to vote upon the Resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held provided that:
 - 12.11.1 a copy of the Resolution is sent or submitted to all the Trustees eligible to vote;
 - 12.11.2 a simple majority of Trustees has signified its agreement to the Resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date.
- 12.12 The Resolution in writing may comprise several documents containing the text of the Resolution in like form to each of which one or more Trustees has signified their agreement.

- 12.13 A Trustee must declare the nature and extent of any interest, direct or indirect, which he has 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. A Trustee must absent himself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

13. POWERS OF TRUSTEES

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

- 13.1 To appoint (and remove) any member to act as Secretary to the Charity in accordance with the Act.
- 13.2 To appoint a Chairman Treasurer and other honorary officers from among their number.
- 13.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 13.4 To make standing orders consistent with these Articles and the Act to govern proceedings at general meetings.
- 13.5 To make Rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees.
- 13.6 To make Regulations consistent with these Articles and the Act to govern the administration of the Charity and the use of its seal (if any) and an alteration to the Articles does not invalidate earlier acts of the Trustees which would have been valid without the alteration.
- 13.7 To establish procedures to assist the resolution of disputes within the Charity.
- 13.8 To exercise any powers of the Charity which are not reserved to a general meeting.

14. TRUSTEES' INTERESTS

- 14.1 A Trustee who has a direct or indirect interest in any contract, proposed contract, arrangement or dealing of the Charity must declare his interest before the matter is discussed by the Trustees.
- 14.2 Every Trustee must ensure that at all times the Charity has a list of:
 - 14.2.1 any other body of which he is a Trustee director or officer;
 - 14.2.2 any firm in which he is a partner;
 - 14.2.3 any public body of which he is an official or elected member;
 - 14.2.4 any company whose shares are publicly quoted in which he owns or controls more than 1 % of the shares;

14.2.5 any company whose shares are not publicly quoted in which he owns or controls more than 10% of the shares; or

14.2.6 any other interest which is significant or material.

14.3 A decision of the Trustees will not be invalid because of the subsequent discovery of an interest which should have been declared.

14.4 Personal interests

14.4.1 A Trustee has a personal interest in a matter which is to be discussed or determined by the Trustees if he will be directly affected by the decision of the Trustees in relation to that matter.

14.4.2 A Trustee who has a personal interest in a matter which is to be discussed or determined by the Trustees:

14.4.2.1 may not count towards the quorum in relation to that matter;

14.4.2.2 may not take part in the discussion in relation to that matter;

14.4.2.3 may not vote in relation to that matter;

14.4.2.4 must leave the Trustees' Meeting at which the matter is discussed and determined.

14.5 Non-Personal Interests

A Trustee who has an interest in a matter which is to be discussed or determined by the Trustees but which is not a personal interest may, subject to his fulfilling his duty to act in the best interests of the Charity and to the right of the remaining Trustees to require that he should withdraw from the meeting at which the matter is to be discussed or determined (particularly if the interest is substantial or material):

14.5.1 count towards the quorum in relation to that matter;

14.5.2 take part in the discussion in relation to that matter;

14.5.3 remain in the meeting at which the matter is to be discussed or determined;

14.5.4 vote in relation to that matter.

15. RECORDS AND ACCOUNTS

15.1 The Trustees must comply with the requirements of the 2006 Act and of The Charities Act 2011 as to keeping financial records the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

15.1.1 annual reports;

15.1.2 annual returns;

15.1.3 annual statements of account.

- 15.2 The Trustees must keep proper records of:
 - 15.2.1 all proceedings at general meetings;
 - 15.2.2 all proceedings at meetings of the Trustees;
 - 15.2.3 all reports of committees;
 - 15.2.4 all professional advice obtained;
 - 15.2.5 appointment of officer if made by the Trustees.
- 15.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.
- 15.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or to any other person who makes a written request and pays the Charity's reasonable costs within two months.
- 15.5 Any bank account in which the assets of the Charity are deposited shall indicate the name of the Charity. All cheques and orders for the payment of money from such account and promissory notes, drafts, bills of exchange and other negotiable instruments shall be signed by at least two Trustees or persons duly authorised by the Trustees.
16. **INDEMNITY**

The Charity may indemnify any Trustee, Auditor, Reporting Accountant or other officer of the Charity against any liability incurred by him or her in that capacity to the extent permitted by the 2011 Act.
17. **RULES**
 - 17.1 The Trustees may from time to time make such reasonable and proper rules of bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity.
 - 17.2 The bye laws may regulate the following matters but are not restricted to them:
 - 17.2.1 the admission of members of the Charity and the rights and privileges of such members and the entrance fees, subscriptions and other fees or payments to be made by members;
 - 17.2.2 the conduct of members of the Charity in relation to one another, and to the Charity's employees and volunteers;
 - 17.2.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
 - 17.2.4 the procedure at general meetings and meetings of the Trustees insofar as such procedure is not regulated by the Act or by these Articles;
 - 17.2.5 generally all such matters as are commonly the subject matter of Company rules.
 - 17.3 Charity in general meeting has the power to alter, add or repeal the rules or byelaws

- 17.4 The Trustees must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Charity.
- 17.5 The rules or bye laws shall be binding on all members of the Charity. No rule or bye law shall be Inconsistent with, or shall affect or repeal anything contained in these Articles of Association of a Charitable Company.

18. NOTICES

- 18.1 Notices under these Articles may be sent by hand or by post or by suitable electronic means.
- 18.2 The only address at which a member is entitled to receive Notices is the address shown in the register of members.
- 18.3 Any Notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 18.3.1 forty-eight hours after being sent by electronic means;
 - 18.3.2 twenty-four hours after being delivered by hand to the relevant address;
 - 18.3.3 two clear days after being sent by first class post to that address;
 - 18.3.4 three clear days after being sent by second class or overseas post to that address;
 - 18.3.5 on the date of publication of a newspaper containing the notice.
 - 18.3.6 on being handed to the member personally or if earlier;
 - 18.3.7 as soon as the member acknowledges actual receipt.
- 18.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

19. DISSOLUTION

- 19.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
 - 19.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within the same as or similar to the Objects;
 - 19.1.2 directly for the Objects or charitable purposes within or similar to the Objects;
 - 19.1.3 in such other manner consistent with charitable status as the Commission approve in writing.
- 19.2 A final report and statement of account must be sent to the Commission.
- 19.3 In no circumstances shall the net assets of the Charity be paid or distributed among the members of the Charity.