

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE COMPANY LIMITED BY GUARANTEE EXEMPT UNDER SECTION 60

Company Number **11006400**

The Registrar of Companies for England and Wales, hereby certifies that

**THE MAURICE AND VIVIENNE WOHL PHILANTHROPIC
FOUNDATION**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **10th October 2017**



* N11006400Z *



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **10/10/2017**

X6GQL9UW

*Company Name in
full:*

**THE MAURICE AND VIVIENNE WOHL PHILANTHROPIC
FOUNDATION**

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have
a name ending with 'Limited' or permitted alternatives*

Company Type:

Private company limited by guarantee

Situation of

England and Wales

Registered Office:

*Proposed Registered
Office Address:*

**FITZROVIA HOUSE, 2ND FLOOR 153-157 CLEVELAND STREET
LONDON
UNITED KINGDOM W1T 6QW**

Sic Codes:

82990

Company Director 1

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type: **Person**
Full Forename(s): **SIR IAN DEREK**
Surname: **GAINSFORD**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **ISRAEL**

Date of Birth: ****/06/1930** *Nationality:* **BRITISH**
Occupation: **RETIRED**

The subscribers confirm that the person named has consented to act as a director.

Company Director 4

Type: **Person**
Full Forename(s): **MR DANIEL ISAAC**
Surname: **DOVER**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/01/1953** *Nationality:* **BRITISH**
Occupation: **CHARTERED
ACCOUNTANT**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **MARTIN PAISNER CBE**

Address **FITZROVIA HOUSE, 2ND FLOOR 153-157 CLEVELAND STREET
LONDON
UNITED KINGDOM
W1T 6QW**

Amount Guaranteed **GBP1**

Name: **DAVID SEYMOUR LATCHMAN**

Address **FITZROVIA HOUSE, 2ND FLOOR 153-157 CLEVELAND STREET
LONDON
UNITED KINGDOM
W1T 6QW**

Amount Guaranteed **GBP1**

Name: **IAN DEREK GAINSFORD**

Address **FITZROVIA HOUSE, 2ND FLOOR 153-157 CLEVELAND STREET
LONDON
UNITED KINGDOM
W1T 6QW**

Amount Guaranteed **GBP1**

Name: **DANIEL ISAAC DOVER**

Address **FITZROVIA HOUSE, 2ND FLOOR 153-157 CLEVELAND STREET
LONDON
UNITED KINGDOM
W1T 6QW**

Amount Guaranteed **GBP1**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

The Maurice and Vivienne Wohl Philanthropic Foundation

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication by each subscriber
-------------------------	-----------------------------------

Mr Martin Paisner CBE	Mr Martin Paisner CBE
-----------------------	-----------------------

Prof David Seymour Latchman	Prof David Seymour Latchman
-----------------------------	-----------------------------

Sir Ian Derek Gainsford	Sir Ian Derek Gainsford
-------------------------	-------------------------

Mr Daniel Isaac Dover	Mr Daniel Isaac Dover
-----------------------	-----------------------

Dated 10/10/2017

**THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
THE MAURICE AND VIVIENNE WOHL PHILANTHROPIC FOUNDATION**

Adopted on incorporation

Contents

Clause	Name	Page
1	Name and Status	1
2	Disapplication of Model Articles.....	1
3	Definitions and Interpretation	1
4	Objects	3
5	Powers.....	3
6	Application of Income and Property	5
7	Winding Up or Dissolution	6
8	Membership	7
9	Liability of Members	7
10	Meetings of Members	7
11	Notice of and Proceedings at Meetings of Members.....	7
12	The Trustees	8
13	Number of Trustees	9
14	Appointment and Retirement of Trustees	9
15	Disqualification and Removal of Trustees.....	9
16	Trustees' Proceedings	10
17	Delegation of Trustees' Powers.....	11
18	Conflicts of Interest	11
19	Minutes	12
20	Records and Accounts	12
21	Communications	13
22	Indemnity	13

COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
THE MAURICE AND VIVIENNE WOHL PHILANTHROPIC FOUNDATION

PART 1 - PRELIMINARY

1 NAME AND STATUS

1.1 The name of the Foundation is "The Maurice and Vivienne Wohl Philanthropic Foundation" which name shall not be changed.

1.2 The Foundation is registered under the Companies Act as a company limited by guarantee in England and Wales.

2 DISAPPLICATION OF MODEL ARTICLES

The Articles alone shall constitute the regulations of the Foundation. The regulations contained in The Model Articles for Private Companies Limited by Guarantee (contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229) shall not apply to the Foundation.

3 DEFINITIONS AND INTERPRETATION

3.1 In these Articles, the following expressions have the following meanings and interpretations unless the context indicates another meaning:

"**AGM**" means an annual general meeting of the Foundation.

"**Articles**" means the Foundation's Articles of Association, and Article refers to a particular Article.

"**Board**" means the Board of Trustees.

"**Chairman**" means the chairman of the Trustees as nominated by the Board from time to time.

"**Charitable Purposes**" means those purposes which are charitable under the law of England and Wales from time to time and "Charitable Purpose" means any one of them.

"**Charities Act**" means the Charities Act 2011 and any successor legislation.

"**Clear Day**" does not include the day on which notice is served or deemed to be served or the day for which it is given or on which it is due to take effect.

"**Commission**" means the Charity Commission for England and Wales or any body which replaces it.

"**Conflicted Trustee**" means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because that Trustee or a Connected Person is

receiving or stands to receive a benefit (other than payment of a premium for Indemnity Insurance) from the Foundation, or has some separate interest or duty in a matter to be decided by the Foundation, or in relation to information which is confidential to the Foundation.

"Connected Person" means in relation to a Trustee, either: a member of the Trustee's family or household; a person or body who is a business associate of the Trustee or the Trustee's family; an institution that is controlled by the Trustee, his or her family or his or her business associate; or any body corporate where the Trustee, the Trustee's family or business associate has an interest that consists of more than 20% of the share capital of the body or controls more than 20% of the voting rights at a general meeting of the body.

"Companies Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force.

"Custodian" means a person or body who undertakes safe custody of assets or of documents or records relating to them.

"Electronic Means" refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference.

"Financial Expert" means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000 or under equivalent legislation overseas.

"Financial Year" means the Foundation's financial year.

"Firm" includes a limited liability partnership.

"Foundation" means the company governed by these Articles.

"General Meeting" means any meeting of the Members of the Foundation other than an AGM.

"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.

"Interested Party" means partner, employee, consultant, director or shareholder.

"Member/Membership" means an individual or organisation who has been appointed as a Trustee and thereby has become a member of the Foundation and Membership of the Foundation shall be construed accordingly.

"Memorandum" means the Foundation's Memorandum of Association, which for the avoidance of doubt shall incorporate any amendments deemed to be made pursuant to the Companies Act.

"Month" means calendar month.

"Nominee Company" means a corporate body registered or having an established place of business in England and Wales which holds title to property for another.

"Objects" means the objects of the Foundation as defined in Article 4.

"Ordinary Resolution" means a resolution agreed by a simple majority of the Members present and eligible to vote at a meeting of the Members or in the case of a Written Resolution by Members who together hold a simple majority of the voting power.

"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 eligible to vote at a meeting of the Members or in the case of a Written Resolution by Members who together hold 75% of the voting power.

"Taxable Trading" means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax.

"Trustee" means a charity trustee within the meaning of the Charities Act from time to time and a director of the Foundation.

"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 Resolution or a Special Resolution which is in writing.

3.2 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

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

PART 2 — OBJECTS AND POWERS OF THE FOUNDATION

4 OBJECTS

4.1 The Objects of the Foundation are the furtherance of such Charitable Purpose or Charitable Purposes as the Trustees in their absolute discretion see fit.

4.2 This Article 4 may be amended subject to obtaining the prior consent of the Commission as required by section 198 of the Charities Act.

5 POWERS

The Foundation has the power to do anything which is calculated to further its Objects or is conducive or incidental to so doing. In particular, the Foundation has power to:

- (a) maintain or manage or co-operate with any body or person in furtherance of the Objects;
- (b) assist in the development, organisation and implementation of programmes and activities;
- (c) co-operate with other bodies in any way, including the exchange of information and advice, joint working arrangements and joint ventures;
- (d) promote, sponsor, commission or carry out research anywhere in the world through any suitable means;

- (e) provide advice or information;
- (f) prepare, edit, print, publish, issue, acquire and distribute information in any media format (or commission other bodies or individuals to do so);
- (g) provide, promote and sponsor conferences, lectures, discussions, exhibitions and other like events;
- (h) make any kind of donation, grant or loan, and provide sponsorship or otherwise support projects or initiatives;
- (i) invite and receive donations, legacies, grants, property and other gifts, save that the Foundation shall be free to disclaim any gift, legacy or bequest in whole or part in such circumstances as the Foundation may think fit, subject to such consents as may be required by law;
- (j) support, administer, participate in or set up other charities, associations or institutions;
- (k) draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and operate bank accounts in the name of the Foundation;
- (l) give guarantees;
- (m) give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- (n) purchase, take on lease or in exchange, hire or otherwise acquire real or personal property and rights or privileges and construct, maintain and alter buildings or structures;
- (o) pay outgoings and expenses and execute documents and do all things required in connection with the use, maintenance, upkeep, expansion, alteration or improvement of any such property;
- (p) sell, manage, let or mortgage, charge, dispose of or turn to account all or any of the property or assets of the Foundation, subject to such consents as may be required by law;
- (q) borrow funds;
- (r) raise funds (but in doing so, the Foundation must not undertake any Taxable Trading and must comply with any relevant statutory regulations);
- (s) deposit or invest its funds in any manner (but to invest only after obtaining such advice as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- (t) delegate the management of investments to a Financial Expert, but only on terms that:
 - (i) the investment policy is set down in writing for the Financial Expert by the Trustees;
 - (ii) timely reports of all transactions are provided to the Trustees;

- (iii) the performance of the investments is reviewed regularly with the Trustees;
 - (iv) the contractual terms of the appointment of the Financial Expert are set out in writing and at least include a term which entitles the Trustees to cancel the delegation arrangement (whether on provision of notice or otherwise);
 - (v) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (vi) 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.
- (u) arrange for investments or other property of the Foundation to be held in the name of a Nominee Company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions, and pay any reasonable fee required;
 - (v) deposit documents and physical assets with any company registered or having a place of business in England or Wales as Custodian, and pay any reasonable fee required;
 - (w) insure the property of the Foundation against any foreseeable risk and take out other insurance policies to protect the Foundation and its officers, staff and voluntary workers when required;
 - (x) subject to Article 6, employ or engage paid or unpaid agents, staff (to include a chief executive officer who shall not be a Trustee) or advisers and to make all reasonable and necessary provisions towards the payment of pensions and superannuation to or on behalf of staff;
 - (y) enter into contracts to provide services to or on behalf of other bodies or, otherwise, as necessary to further the business of the Foundation;
 - (z) establish or acquire subsidiary companies;
 - (aa) pay out of the funds of the Foundation the costs, charges and expenses incurred in relation to the formation and registration of the Foundation;
 - (bb) provide Indemnity Insurance to cover the liability of any Trustee, in accordance with these Articles; and
 - (cc) do anything else within the law which promotes or helps to promote the Objects.

6 APPLICATION OF INCOME AND PROPERTY

- 6.1 The income and property of the Foundation shall be applied solely towards the promotion of its Objects. No portion of that income or property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to Members. Subject to the provisions set out in Article 6.2(a) - 6.2(h), without the express consent of the Commission or a Court of competent jurisdiction, no Trustee of the Foundation shall be appointed to any office of the Foundation paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Foundation.

- 6.2 The Foundation shall be permitted in good faith to make any payment:
- (a) of reasonable and proper remuneration to any Member of the Foundation (not being a Trustee) for any services rendered to the Foundation;
 - (b) of interest on money lent by a Member or Trustee of the Foundation at a reasonable and proper rate per annum;
 - (c) to any Member or Trustee of reasonable out-of-pocket expenses (including travel and hotel expenses) actually incurred in the exercise of his or her duties as a Member or Trustee;
 - (d) in respect of Trustee Indemnity Insurance cover for the benefit of the Trustees which is purchased at the Foundation's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act and save that a Trustee may receive an indemnity from the Foundation in the circumstances specified in Article 22;
 - (e) of fees, remuneration or other benefit in money or money's worth to a company, partnership or limited liability partnership of which a Trustee may be an Interested Party so long as the Trustee discloses his or her interest in any such arrangement;
 - (f) of reasonable and proper rent for premises demised or let by any Member or any Trustee;
 - (g) of reasonable and proper remuneration to any Trustee for the purchase or supply of goods for value, subject to the requirements of section 185 of the Charities Act as interpreted to apply to the purchase or supply of goods for value; and
 - (h) of reasonable and proper remuneration to any Trustee or Connected Person for performing services actually rendered, subject to the requirements of section 185 of the Charities Act.
- 6.3 Nothing in Article 6.1 above shall prevent any Member, Trustee or Connected Person from receiving charitable services from the Foundation, provided that the relevant Trustee does not take part in or vote on decisions to provide benefits specifically to him or her or to the relevant Connected Person.
- 6.4 For the purposes of this Article 6: "**Trustee**" shall be interpreted as the context requires to include Connected Persons.
- 6.5 The Trustees shall comply with the requirements of the Companies Act in respect of any Conflicted Trustee and the remaining Trustees may, in accordance with Article 18 below, authorise any matter proposed to them which would, if not so authorised, involve a Trustee breaching his or her duty under the Companies Act to avoid conflicts of interest.

7 **WINDING UP OR DISSOLUTION**

If, upon the winding up or dissolution of the Foundation, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other charitable body or bodies having objects similar to the Objects of the Foundation and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed

on the Foundation under or by virtue of Article 6 hereof, such body or bodies to be determined by the Members of the Foundation at or before the time of dissolution, and, in the event that effect cannot be given to such provision, then to some other body established wholly for a Charitable Purpose or for Charitable Purposes.

PART 3 - MEMBERS

8 MEMBERSHIP

- 8.1 The Foundation must maintain a register of Members.
- 8.2 The initial subscribers to the Memorandum of Association shall be the first Members of the Foundation.
- 8.3 Membership is open only to the Trustees who shall be Members.
- 8.4 Membership is not transferable.
- 8.5 Membership is terminated if the Member concerned ceases to be a Trustee for whatever reason.

9 LIABILITY OF MEMBERS

- 9.1 The liability of Members is limited.
- 9.1 Every Member promises, if the Foundation is dissolved while he or she remains a Member or within one year after he or she ceases to be a Member, to pay up to £1 towards:
 - (a) payment of those debts and liabilities of the Foundation incurred before he or she ceased to be a Member;
 - (b) payment of the costs, charges and expenses of winding up; and
 - (c) the adjustment of the rights of contributors among themselves.

10 MEETINGS OF MEMBERS

- 10.1 The Foundation may (but need not) hold an AGM in any year.
- 10.2 Members are entitled to:
 - (a) receive the accounts of the Foundation for the previous financial year;
 - (b) receive an annual written report on the Foundation's activities; and
 - (c) appoint reporting accountants or auditors for the Foundation (unless such accountants or auditors are automatically deemed reappointed under the Companies Act).

11 NOTICE OF AND PROCEEDINGS AT MEETINGS OF MEMBERS

- 11.1 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 Foundation before the commencement of the meeting).

- 11.2 General Meetings are called on at least 14 and not more than 28 Clear Days' written notice, unless the Members consent to a shorter period of notice in accordance with the Companies Act.
- 11.3 A notice of a General Meeting shall set out the business to be discussed and the right of a Member to appoint a proxy, in accordance with the requirements of the Companies Act.
- 11.4 There is a quorum at a General Meeting if the number of Members present in person or by proxy is at least three, or one third of the Members from time to time, whichever is greater.
- 11.5 The person chairing a General Meeting is elected by the Members present in person or by proxy in his or her personal capacity as a Member and not as proxy for another Member.
- 11.6 If no Trustee is willing to act as chair of the meeting, or if no Trustee is present within fifteen minutes of the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to chair the meeting.
- 11.7 The person chairing the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at the adjourned meeting other than business that might properly have been transacted at the meeting had the adjournment not taken place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting unless a meeting is adjourned for fourteen days or more, in which case at least seven days' notice of the adjourned meeting shall be given.
- 11.8 Except where otherwise provided by the Articles or the Companies Act, every matter proposed at a General Meeting is decided by Ordinary Resolution.
- 11.9 No Member shall be entitled to vote at any General Meeting unless all monies then payable by him or her to the Foundation have been paid. Otherwise, every Member present in person or by proxy has one vote on each matter.
- 11.10 Except where otherwise provided by the Articles or the Companies Act, a Written Resolution (whether an Ordinary Resolution 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.
- 11.11 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a General Meeting or a Written Resolution.

PART 4 - TRUSTEES

12 THE TRUSTEES

Subject to the provisions of the Companies Act, these Articles and to any directions given by Special Resolution of the Members, the Trustees shall be responsible for the management and administration of the business of the Foundation. However no resolution passed by the Foundation in General Meeting shall invalidate any prior act of the Trustees which would have been valid if that resolution had not been passed.

13 **NUMBER OF TRUSTEES**

The minimum number of Trustees shall be three and there is no maximum number of trustees.

14 **APPOINTMENT AND RETIREMENT OF TRUSTEES**

14.1 A Trustee may not act as a Trustee unless he or she has signed a Written declaration of willingness to act as a charity trustee of the Foundation (as defined in section 177 of the Charities Act). The form of such declaration shall be prescribed by the Trustees.

14.2 No person may be appointed as a Trustee unless he or she has attained the age of 16 years.

14.3 The Board shall be permitted to appoint by majority decision any individual who is eligible as a Trustee to fill a vacancy in their number or (subject to any maximum number permitted by Article 13) as an additional Trustee.

14.4 A Trustee may retire by giving Written notice to the Foundation at least four weeks prior to the due retirement date (provided that at least the minimum number of Trustees as set out in Article 13 will remain in office when the resignation is to take effect), and such resignation has taken effect in accordance with its terms.

14.5 The first Trustees of the Foundation shall be those named on incorporation of the Company. Future Trustees shall be appointed by the Trustees.

14.6 The first Trustees of the Foundation shall, subject to Article 15, hold office indefinitely. Future Trustees shall, subject to Article 15, be appointed (or reappointed as the case may be) for a four year term of office and may be reappointed indefinitely.

14.7 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.

15 **DISQUALIFICATION AND REMOVAL OF TRUSTEES**

A Trustee's term of office shall automatically terminate if he or she:

- (a) is disqualified under the Charities Act from acting as a charity trustee;
- (b) is disqualified under the Companies Act from acting as a director of a company, which disqualification shall include but not exclusively, the Foundation;
- (c) is incapable, whether mentally or physically, of managing his or her own affairs;
- (d) has a bankruptcy order made against him or her or makes any arrangement or composition with his or her creditors generally;
- (e) is absent without notice from six consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- (f) is removed by the Members at a General Meeting under the Companies Act;

- (g) is removed by resolution passed by the Members on the grounds that he or she is guilty of conduct detrimental to, or of acting in any way that may undermine, the Objects or reputation of the Foundation, save that he or she may exercise any statutory rights which he or she may have to protest against his or her removal;
- (h) ceases to be a member; or
- (i) dies.

16 **TRUSTEES' PROCEEDINGS**

- 16.1 The Trustees must hold sufficient meetings to ensure the proper management and administration of the Foundation and in any event should hold at least three meetings per calendar year.
- 16.2 A quorum at a meeting of the Trustees is three Trustees.
- 16.3 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed in advance by the Trustees in which all participants may communicate with all the other participants.
- 16.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present shall preside at each meeting of the Trustees.
- 16.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 16.6 Every Trustee has one vote on each issue, but, in the case of an equality of votes, the Chairman shall have a casting vote.
- 16.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 16.8 Subject to Article 16.9, if the number of Trustees is less than the number fixed as the minimum number set out at Article 13, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or calling a General Meeting.
- 16.9 If the number of Trustees able to take a decision as a result of conflicts of interest under Article 18 is less than the number fixed as the quorum, the quorum shall be reduced to one Trustee and that Trustee may take the decision alone. Where appropriate, the Trustee in question may take professional advice on the relevant issue or issues at the Foundation's expense. For the avoidance of doubt, in such circumstances a Written Resolution pursuant to Article 16.5 may be passed by a sole independent Trustee acting alone.
- 16.10 The Trustees may invite any Member or third party to attend a meeting of the Board as an observer or advisor and may give permission to any such third party to speak at that meeting, provided that the third party shall take no part in any vote or decision taken by the Trustees and agrees to be bound by obligations of confidentiality reasonably acceptable to the Foundation and the Chairman of the Board.

17 **DELEGATION OF TRUSTEES' POWERS**

- 17.1 The Trustees may create or instigate the creation of governance frameworks, policies or regulations as they deem necessary or expedient for the proper conduct of the management and administration of the Foundation and may delegate the day to day management of the Foundation (or of such parts thereof) to any other person or persons, as they see fit (subject to any conditions the Trustees may impose).
- 17.2 In particular but without limitation the Trustees shall have power to delegate any of their functions to committees (whether or not the committee shall have a Trustee represented on it), provided that:
- (a) all proceedings and decisions of such committees must be reported promptly to the Board;
 - (b) no expenditure may be committed to or incurred by such a committee on behalf of the Foundation except in accordance with a budget or expenditure limits previously agreed by the Board; and
 - (c) any representatives appointed to any such committee may be delegated such powers as the Trustees see fit in order to carry out their duties, whether by contract, power of attorney or otherwise.
- 17.3 Where the Trustees create committees, or sub-committees, in order to provide advice and to support the Board, then the Trustees will be responsible for the title of, and creation of terms of reference for the regulation and operation of, any such committees.
- 17.4 The meetings and proceedings of committees or sub-committees created by the Trustees shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board (including in relation to conflicts of interest), so far as applicable and so far as consistent with the terms of reference of any such committee from time to time, but not otherwise.
- 17.5 For the avoidance of doubt, except as expressly authorised from time to time in relation to specific matters, any such committees or sub-committees shall not have delegated power from the Board to bind the Foundation or to represent themselves as having the capacity to do so.

18 **CONFLICTS OF INTEREST**

- 18.1 Subject to Article 18.2, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- (a) declare the nature and extent of his or her interest before discussion begins on the matter;
 - (b) withdraw from the meeting for that item after providing any information requested by the Trustees;
 - (c) not be counted in the quorum for that part of the meeting; and
 - (d) be absent during the vote and have no vote on the matter.
- 18.2 When any Trustee is a Conflicted Trustee and where the Conflicted Trustee does not stand to realise a direct or indirect benefit of any nature, 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 Foundation 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:

- (a) continue to participate in discussions leading to the making of a decision and/or to vote; or
- (b) disclose to a third party information confidential to the Foundation; or
- (c) 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 direct or indirect benefit from the Foundation; or
- (d) refrain from taking any step required to remove the conflict.

- 18.3 This provision may be amended by Special Resolution but, where the result would be to permit any direct or indirect benefit to a Trustee or Connected Person, only with the prior Written consent of the Commission.

PART 5 - ADMINISTRATIVE ARRANGEMENTS AND ANNUAL REPORT

19 MINUTES

The Trustees shall cause minutes to be made in books kept for the purposes of recording:

- (a) the names and addresses of all Members; and
- (b) details of all appointments and retirements of Trustees;
- (c) details of the appointment of officers by the Trustees; and
- (d) details of all proceedings at meetings of the Foundation and of the Trustees including the names of Trustees and Members (as appropriate) present at each such meeting.

20 RECORDS AND ACCOUNTS

- 20.1 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:

- (a) annual returns;
- (b) annual reports; and
- (c) annual statements of account.

- 20.2 The Trustees must also keep records of:

- (a) all resolutions passed by the Trustees in writing;
- (b) all reports of committees; and

(c) all professional advice obtained by the Board in its capacity as such.

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

20.4 Copies of the latest accounts must be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Foundation's reasonable costs.

21 **COMMUNICATIONS**

21.1 All notices (except notices of meetings given to the Trustees) shall be in Writing.

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

(a) by hand;

(b) by post;

(c) by suitable Electronic Means;

provided the Foundation has complied with the requirements of the Companies Act in relation to the service of such notices.

21.3 The only address at which a Member is entitled to receive notices sent by post is an address shown in the register of Members.

21.4 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

(a) 24 hours after being sent by Electronic Means, posted on the Foundation's website or delivered by hand to the relevant address;

(b) two Clear Days after being sent by first class post to that address;

(c) three Clear Days after being sent by second class to that address;

(d) immediately on being handed to the recipient personally; or, if earlier,

(e) as soon as the recipient acknowledges actual receipt.

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

21.6 Subject to any requirement of the Companies Act, documents and notices may be sent to the Foundation by Electronic Means to the address specified by the Foundation for that purpose and such documents and notices sent to the Foundation are sufficiently authenticated if the identity of the sender is confirmed in the way the Foundation has specified.

22 **INDEMNITY**

Subject, in all cases, to the Charities Act:

(a) without prejudice to any indemnity to which he or she may otherwise be entitled, every person who is or was at any time a Trustee of the

Foundation shall be indemnified and kept indemnified out of the Foundation's assets against all liability incurred by him or her as such or as a Trustee:

- (i) in defending any proceedings, whether civil or criminal, in respect of alleged negligence, default, breach of duty, breach of trust or otherwise in relation to the Foundation or its affairs, in which judgment is given in his or her favour or in which he or she is acquitted or in defending or settling any such proceedings which are otherwise disposed of on terms previously agreed with the Trustees or on terms otherwise approved by the Trustees without a finding or admission of negligence, default, breach of duty or breach of trust on this part; or
 - (ii) in connection with any application under the Companies Act in which relief is granted to him or her by the court;
 - (iii) provided that this Article 22 shall not grant, or entitle any such person to, indemnification to the extent that it would cause this Article, or any part of it, to be void under the Companies Act.
- (b) without prejudice to any indemnity to which he or she may otherwise be entitled (including, for the avoidance of doubt, any indemnity under or pursuant to these Articles) and to the extent permitted by the Companies Act, the Trustees shall have power in the name and on behalf of the Foundation to:
 - (i) grant on such terms as it sees fit to any person who is or was a Trustee of the Foundation an indemnity or indemnities out of the assets of the Foundation in respect of any liability incurred by him or her in his or her capacity as Trustee and to amend, vary or extend the terms of any such indemnity so granted, again on such terms as the board sees fit; and/or
 - (ii) enter into and amend, vary or extend such arrangements as it sees fit to provide any person who is or was a Trustee of the Foundation with funds to meet expenditure incurred or to be incurred by him or her in defending any criminal or civil proceedings brought against him or her as such or in connection with any application for relief under the Companies Act or the Charities Acts or to enable any such person to avoid incurring any such expenditure.