

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE COMPANY LIMITED BY GUARANTEE**

Company Number **11145243**

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

**ALEX FERRY LIMITED**

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 **11th January 2018**



\* N111452438 \*



**Companies House**



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



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **11/01/2018**

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<i>Company Name in full:</i>	<b>ALEX FERRY LIMITED</b>
<i>Company Type:</i>	<b>Private company limited by guarantee</b>
<i>Situation of Registered Office:</i>	<b>England and Wales</b>
<i>Proposed Registered Office Address:</i>	<b>3RD FLOOR 128 THEOBALD'S ROAD LONDON UNITED KINGDOM WC1X 8TN</b>
<i>Sic Codes:</i>	<b>74990</b>

## *Proposed Officers*

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### *Company Director*      **1**

*Type:*                                      **Person**

*Full Forename(s):*                      **MR HUGH**

*Surname:*                                **SCULLION**

*Service Address:*                      **recorded as Company's registered office**

*Country/State Usually Resident:*                      **REPUBLIC OF IRELAND**

  

*Date of Birth:*    **\*\*/02/1953**                                      *Nationality:*      **BRITISH**

*Occupation:*    **ADVISOR TO  
CSEU**

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

### *Company Director*      **2**

*Type:*                                      **Person**

*Full Forename(s):*                      **MR JOHN FRANK**

*Surname:*                                **ROWSE**

*Service Address:*                      **recorded as Company's registered office**

*Country/State Usually Resident:*                      **UNITED KINGDOM**

  

*Date of Birth:*    **\*\*/02/1949**                                      *Nationality:*      **BRITISH**

*Occupation:*    **DIRECTOR**

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

## ***Persons with Significant Control (PSC)***

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### **Statement of initial significant control**

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**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

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## *Individual Person with Significant Control details*

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*Names:* **MR HUGH SCULLION**

*Country/State Usually Resident:* **REPUBLIC OF IRELAND**

*Date of Birth:* **\*\*/02/1953** *Nationality:* **BRITISH**

*Service address recorded as Company's registered office*

*The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.*

*Nature of control*

**The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.**

## *Individual Person with Significant Control details*

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*Names:* **MR JOHN FRANK ROWSE**

*Country/State Usually Resident:* **UNITED KINGDOM**

*Date of Birth:* **\*\*/02/1949** *Nationality:* **BRITISH**

*Service address recorded as Company's registered office*

*The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.*

*Nature of control*

**The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.**

## *Statement of Guarantee*

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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:* **HUGH SCULLION**

*Address* **3RD FLOOR 128 THEOBALD'S ROAD  
LONDON  
UNITED KINGDOM  
WC1X 8TN**

*Amount Guaranteed* **GBP10**

*Name:* **JOHN FRANK ROWSE**

*Address* **3RD FLOOR 128 THEOBALD'S ROAD  
LONDON  
UNITED KINGDOM  
WC1X 8TN**

*Amount Guaranteed* **GBP10**

## ***Statement of Compliance***

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

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## ***Authorisation***

*Authoriser Designation:*    **subscriber**

*Authenticated*    **YES**

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# COMPANY NOT HAVING A SHARE CAPITAL

## Memorandum of Association of

### Alex Ferry Limited

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 Hugh Scullion	Mr Hugh Scullion
Mr John Frank Rowse	Mr John Frank Rowse

Dated 11/1/2018

## COMPANY NOT HAVING A SHARE CAPITAL

### Articles of Association for a Charitable Company

#### Articles of Association

1 The company's name is

"Alex Ferry Limited"

(and in this document it is called the "**Charity**", which is intended to be regulated by the Articles (as defined below)).

#### Interpretation and definitions

2 In the Articles:

"**Address**" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity;

"**the Articles**" means the Charity's articles of association;

"**Clear Days**" in relation to the period of a notice means a period excluding:

- the day when the notice is given or deemed to be given; and
- the day for which it is given or on which it is to take effect;

"**the Commission**" means the Charity Commission for England and Wales;

"**Companies Acts**" means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Charity;

"**the CSEU**" means the trade union known as "the Confederation of Shipbuilding and Engineering Unions";

"**the Directors**" means the directors of the Charity. The directors are charity trustees as defined by section 177 of the Charities Act 2011;

"**Document**" includes, unless otherwise specified, any document sent or supplied in Electronic Form;

"**Electronic Form**" has the meaning given in section 1168 of the Companies Act 2006;

"**the Fund**" means the 35 Hour Week Support Fund of the CSEU;

"**the Memorandum**" means the Charity's memorandum of association;

"**Officers**" includes the Directors and the Secretary (if any);

"**the Seal**" means the common seal of the Charity if it has one;

"**Secretary**" means any person appointed to perform the duties of the secretary of the Charity;

"**the United Kingdom**" means Great Britain and Northern Ireland; and

words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Charity.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

## Liability of members

- 3 The liability of the members is limited to a sum not exceeding £10, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:
- (1) payment of the Charity's debts and liabilities incurred before he, she or it ceases to be a member;
  - (2) payment of the costs, charges and expenses of winding up; and
  - (3) adjustment of the rights of the contributories among themselves.

## Objects

- 4 The Charity's objects (the "**Objects**") are specifically restricted to the following:
- (1) The relief of financial hardship/poverty among workers and former workers (and their families and dependants) in the UK shipbuilding and engineering industries and in related manufacturing industries, including relief from the consequences of unemployment among former workers in those industries in such ways as may be thought fit, including assistance to find employment.
  - (2) The promotion of education and/or training (including through apprenticeships) of workers and former workers in the UK shipbuilding and engineering industries and in related manufacturing industries and their spouses/partners and children (up to university age), including education and/or training in matters of health and safety in the workplace.
  - (3) The carrying out and publishing of research into the provision of occupational pensions, and educating the public in that subject.
  - (4) The carrying out and publishing of research into ways in which the quality of life of workers in the UK shipbuilding and engineering industries and in related manufacturing industries, might be improved, including their work/life balance.

- (5) The relief of sickness and the preservation of health among workers and former workers (and their families and dependants) in the UK shipbuilding and engineering industries and in related manufacturing industries.

Nothing in the Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

- 5 So far as is consistent with their duties as Charity directors, and without imposing any legal obligation, the Directors are encouraged to pay particular regard to applications of funds which are likely to benefit workers and former workers in the UK shipbuilding and engineering industries and in related manufacturing industries, who contributed to the Fund, or the families and dependants of such workers.
- 6 The Charity has power to do anything which is calculated to further its Object(s) or is conducive or incidental to doing so. In particular, the Charity has power:
- (1) to raise funds. In doing so, the Charity must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
  - (2) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
  - (3) to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 117 and 122 of the Charities Act 2011;
  - (4) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Charity must comply as appropriate with sections 124 - 126 of the Charities Act 2011 if it wishes to mortgage land;
  - (5) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
  - (6) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
  - (7) to acquire, merge with or to enter into any partnership or joint venture arrangement formed to further any of the charitable purposes included in the Objects;
  - (8) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
  - (9) to create such advisory committees as the Directors think fit;
  - (10) to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Director only to the extent it is permitted to do so by article 8 and provided it complies with the conditions in that article;
  - (11) to:
    - (a) deposit or invest funds;

- (b) employ a professional fund-manager; and
- (c) arrange for the investments or other property of the Charity to be held in the name of a nominee;

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

- (12) to provide indemnity insurance for the Directors in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- (13) to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a Charity; and
- (14) in return for the transfer to the Charity of assets comprised in the Retention Fund:
  - (a) to grant to the Fund Trustees and the Predecessor Fund Trustees an indemnity ("the Indemnity") in respect of any Indemnified Liabilities outstanding at the date of such transfer;
  - (b) to grant, for the benefit of the Fund Trustees and the Predecessor Fund Trustees security ("the Security") over all or part of the property of the Charity (including the assets transferred to the Charity from the Retention Fund or any property derived therefrom), to secure performance of the Indemnity (the Charity must comply as appropriate with sections 124 - 126 of the Charities Act 2011 if it wishes to mortgage land);
  - (c) to agree with the Fund Trustees (for the benefit of themselves and the Predecessor Fund Trustees) all such other terms as are reasonably incidental to the operation of the Indemnity and the Security, including:
    - (i) terms covering the release of funds to the Fund Trustees to cover their reasonable costs in the event of a dispute over the enforcement of the Indemnity and the Security,
    - (ii) terms requiring the Indemnity and/or Security to be reduced or released if it appears that they are no longer needed having regard to the potential amount of outstanding Indemnified Liabilities, and
    - (iii) terms enabling the Charity to assume responsibility for resolving disputes over outstanding Indemnified Liabilities and discharging them; and
  - (d) where the party to whom an Indemnified Liability is owed agrees, or the terms of the Indemnified Liability permit, to assume liability for the Indemnified Liability in place of the Fund Trustees, and for this purpose to execute such further Documents or deeds as may be necessary to assume such liability.
- (15) In sub-clause (14) above and in this sub-clause, the following terms shall bear the meanings assigned to them below:

"the Indemnified Liabilities"	<p>Means:</p> <p>(a) all liabilities incurred by the Fund Trustees (or any of them) and the Predecessor Fund Trustees (or any of them) at any time in the performance or purported performance of their duties as trustees of the Fund or of the Retention Fund in respect of which such trustees were, or would have been, or are properly entitled to be indemnified from the assets of the Fund, which liabilities shall be treated as including (without limiting the generality of the foregoing) all liabilities to tax, interest thereon and penalties;</p> <p>(b) any liability for costs and expenses which may be incurred in connection with the determination or management of liabilities within (a) above or otherwise in connection with the Retention Fund;</p>
"the Order"	the Order contemplated to be made by the High Court approving a compromise in <i>Scullion and others v Cooper and another</i> , Claim Number HC-2016-000386;
"the Predecessor Fund Trustees"	means, at any time, any person who has formerly been a trustee of the Fund;
"the Retention Fund"	has the meaning to be assigned to it in the Order;
"the Fund Trustees"	means the trustees of the Fund from time to time.

## Application of income and property

- 7
- (1) The income and, at the discretion of the Directors, all or part of the property of the Charity shall be applied solely towards the promotion of the Objects.
  - (2) In at least one directors' meeting in each calendar year the Directors shall give consideration to the application of all or part of the property of the Charity in promotion of the Objects, and shall minute their decision and the reasons for it.
  - (3)
    - (a) A Director is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
    - (b) A Director may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
    - (c) A Director may receive an indemnity from the Charity in the circumstances specified in article 51.

- (d) A Director may not receive any other benefit or payment unless it is authorised by article 8.
- (4) Subject to article 8, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity.

## **Benefits and payments to Charity Directors and connected persons**

### **8 (1) General provisions**

No Director or connected person may:

- (a) buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the Charity;
- (c) be employed by, or receive any remuneration from, the Charity;
- (d) receive any other financial benefit from the Charity,

unless the payment is permitted by sub-clause (2) of this article, or authorised by the court or the prior written consent of the Commission has been obtained.

In this article a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

## **Scope and powers permitting Directors' or connected persons' benefits**

- (2) (a) A Director or connected person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
- (b) A Director or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- (c) Subject to sub-clause (3) of this article a Director or connected person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Director or connected person.
- (d) A Director or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) A Director or connected person may receive rent for premises let by the Director or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

- (f) A Director or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

### **Payment for supply of goods only – controls**

- (3) The Charity and its Directors may only rely upon the authority provided by sub-clause (2)(c) of this article if each of the following conditions is satisfied:
  - (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity or its Directors (as the case may be) and the Director or connected person supplying the goods ("the supplier") under which the supplier is to supply the goods in question to or on behalf of the Charity.
  - (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
  - (c) The other Directors are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Director or connected person. In reaching that decision the Directors must balance the advantage of contracting with a Director or connected person against the disadvantages of doing so.
  - (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity.
  - (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.
  - (f) The reason for their decision is recorded by the Directors in the minute book.
  - (g) A majority of the Directors then in office are not in receipt of remuneration or payments authorised by article 8.
- (4) In sub-clauses (2) and (3) of this article:
  - (a) "Charity" includes any company in which the Charity:
    - (i) holds more than 50% of the shares;
    - (ii) controls more than 50% of the voting rights attached to the shares; or
    - (iii) has the right to appoint one or more directors to the board of the company.
  - (b) "connected person" includes any person within the definition in article 55 "Interpretation".

## **Declaration of Directors' interests**

- 9 A Director must declare the nature and extent of any interest, direct or indirect, which he or she 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 Director must absent himself or herself from any discussions of the Directors 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).
- 10 A Director shall not be obliged to declare a conflict of interest, or be disabled from attending discussions or voting, solely by reason of being a member of a class of persons (not being a class personally connected to the Director) who are potentially eligible to benefit under the Objects, or under any application of funds made pursuant to the Objects.

## **Conflicts of interests and conflicts of loyalties**

- 11 (1) If a conflict of interests arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the un-conflicted Directors may authorise such a conflict of interests where the following conditions apply:
- (a) the conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
  - (b) the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting; and
  - (c) the un-conflicted Directors consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.
- (2) In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Director or to a connected person.

## **Members**

- 12 (1) The subscribers to the Memorandum are the first members of the Charity.
- (2) Membership is not transferable.
- (3) The Directors must keep a register of names and Addresses of the members.

## **Termination of membership**

- 13 Membership is terminated if:
- (1) the member dies;
  - (2) the member's term expires and he or she is not re-appointed;

- (3) the member resigns by written notice to the Charity unless, after the resignation, there would be fewer than two members;
- (4) the member ceases to be a Director under the terms of article 33.

## **Replacement of Members**

- 14 In the event of there being a vacancy in the membership, one or other of Alasdair McDiarmid and Ross Murdoch will be appointed a member, and if neither of them is willing or able to fill such vacancy, the Executive Council of the CSEU shall be invited forthwith to appoint a replacement.

## **General meetings**

- 15 The Directors may call a general meeting at any time.

## **Notice of general meetings**

- 16 (1) The minimum periods of notice required to hold a general meeting of the Charity are:
- (a) twenty-one Clear Days for a general meeting called for the passing of a special resolution; and
  - (b) fourteen Clear Days for all other general meetings.
- (2) A general meeting may be called by shorter notice if it is so agreed by all the members.
- (3) The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. 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 and article 22.
- (4) The notice must be given to all the members and to the Charity's auditors.
- 17 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

## **Proceedings at general meetings**

- 18 (1) No business shall be transacted at any general meeting unless a quorum is present.
- (2) A quorum is two members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting.
- 19 (1) General meetings shall be chaired by the person who has been appointed to chair meetings of the Directors.
- (2) If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting the members present shall elect their own chair for the meeting.

- 20      (1)      The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- (2)      The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- (3)      No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- (4)      If a meeting is adjourned by a resolution of the members for more than seven days, at least seven Clear Days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 21      Any vote at a meeting shall be decided by a show of hands.
- 22      (1)      Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which -
- (a)      states the name and Address of the member appointing the proxy;
- (b)      identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c)      is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (d)      is delivered to the Charity in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- (2)      The Charity may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3)      Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4)      Unless a Proxy Notice indicates otherwise, it must be treated as -
- (a)      allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b)      appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 23      An amendment to article 4 (Objects) requires a unanimous vote of all of the members of the Charity (whether present at the meeting or not).

### **Delivery of Proxy Notices**

- 24      (1)      A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Charity by or on behalf of that person.

- (2) An appointment under a Proxy Notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **Written resolutions**

- 25 (1) A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75% or in the case of a resolution to make an amendment referred to in article 23 100%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
- (a) a copy of the proposed resolution has been sent to every eligible member;
  - (b) a simple majority (or in the case of a special resolution a majority of not less than 75% or in the case of a resolution to make an amendment referred to in article 23 100%) of members has signified its agreement to the resolution; and
  - (c) it is contained in an authenticated Document which has been received at the registered office within the period of 28 days beginning with the circulation date.
- (2) A resolution in writing may comprise several copies to which one or more members have signified their agreement.

## **Votes of members**

- 26 Every member shall have one vote.
- 27 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

## **Directors**

- 28 The number of Directors shall be two.
- 29 Each Member shall be a Director.
- 30 The first Directors shall be those persons notified to Companies House as the first Directors of the Charity.
- 31 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

## **Powers of Directors**

- 32
- (1) The Directors shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution.
  - (2) No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.
  - (3) Any meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.

### **Disqualification and removal of Directors**

- 33 A Director shall cease to hold office if he or she:
- (1) ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director; or
  - (2) is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions); or
  - (3) ceases to be a member of the Charity; or
  - (4) in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
  - (5) resigns as a Director by notice to the Charity (but only if at least two Directors will remain in office when the notice of resignation is to take effect).

### **Remuneration of Directors**

- 34 The Directors must not be paid any remuneration unless it is authorised by article 8.

### **Proceedings of directors**

- 35
- (1) The Directors may regulate their proceedings as they think fit, subject to the provisions of the Articles.
  - (2) Meetings can be called by the chair or any one Director on at least 10 Clear Days' notice.
  - (3) The Secretary (if any) must call a meeting of the Directors if requested to do so by a Director.
  - (4) Special meetings may be called at any time by the chair or any one Director. Not less than 4 Clear Days' notice must be given of the agenda.
  - (5) Questions arising at a meeting shall be decided by a majority of votes, but with each Director endeavouring to ensure that a consensus decision be reached if possible.
  - (6) In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

- (7) If all the Directors 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.
- 36 (1) No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made.
- (2) The quorum shall be two Directors.
- (3) A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is not entitled to vote.
- 37 If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies in the membership.
- 38 (1) At the first directors' meeting in each year, the Directors shall appoint a Director to chair their meetings and may at any time revoke such appointment.
- (2) If no-one has been appointed to chair meetings of the Directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Directors present may appoint one of their number to chair that meeting.
- (3) The person appointed to chair meetings of the Directors shall have no functions or powers except those conferred by the Articles or delegated to him or her by the Directors.
- 39 (1) A resolution in writing or in Electronic Form agreed by all of the Directors entitled to receive notice of a meeting of the Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.
- (2) The resolution in writing may comprise several Documents containing the text of the resolution in like form to each of which one or more Directors has signified their agreement.

## **Delegation**

- 40 (1) The Directors may jointly authorise the delegation of their powers or functions to any person, or two or more people (including themselves) to carry out any of their functions as they consider appropriate but the terms of any delegation must be recorded in the minute book.
- (2) The Directors may impose conditions when delegating, including the conditions that:
- (a) the relevant powers are to be exercised exclusively by the committee/individual to whom they delegate; and
- (b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Directors.
- (3) The Directors may revoke or alter a delegation.
- (4) All acts and proceedings of any committees/delegates must be fully and promptly reported to the Directors.

## **Validity of directors' decisions**

- 41 (1) Subject to article 41(2), all acts done by a meeting of Directors, or of a committee of Directors, shall be valid notwithstanding the participation in any vote of a Director:
- (a) who was disqualified from holding office; or
  - (b) who had previously retired or who had been obliged by the constitution to vacate office; or
  - (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise,
- if without:
- (d) the vote of that Director; and
  - (e) that Director being counted in the quorum,
- the decision has been made by a majority of the Directors at a quorate meeting.
- (2) Article 41(1) does not permit a Director or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Directors or of a committee of directors if, but for article 41(1), the resolution would have been void, or if the Director has not complied with article 9.

## **Seal**

- 42 If the Charity has a seal it must only be used by the authority of the Directors or of a committee of directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary (if any) or by a second Director.

## **Minutes**

- 43 The Directors must keep minutes of all:
- (1) appointments of Officers made by the Directors;
  - (2) proceedings at meetings of the Charity;
  - (3) meetings of the Directors and committees of directors including:
    - (a) the names of the Directors present at the meeting;
    - (b) the decisions made at the meetings; and
    - (c) where appropriate the reasons for the decisions.

## **Accounts**

- 44 (1) The Directors must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards

Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

- (2) The Directors must keep accounting records as required by the Companies Act.

## **Annual Report and Return and Register of Charities**

- 45 (1) The Directors must comply with the requirements of the Charities Act 2011 with regard to the:
- (a) transmission of a copy of the statements of account to the Commission;
  - (b) preparation of an Annual Report and the transmission of a copy of it to the Commission;
  - (c) preparation of an Annual Return and its transmission to the Commission.
- (2) The Directors must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

## **Means of communication to be used**

- 46 (1) Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Charity.
- (2) Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being.
- 47 Any notice to be given to or by any person pursuant to the Articles:
- (1) must be in writing; or
  - (2) must be given in Electronic Form.
- 48 (1) The Charity may give any notice to a member either:
- (a) personally;
  - (b) by sending it by post in a prepaid envelope addressed to the member at his or her Address;
  - (c) by leaving it at the Address of the member;
  - (d) by giving it in Electronic Form to the member's last known email address; or
  - (e) by placing the notice on a website and providing the person with a notification in writing or in Electronic Form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.

- (2) A member who does not register an Address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.
- 49 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 50
- (1) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
  - (2) Proof that an Electronic Form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
  - (3) In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:
    - (a) 48 hours after the envelope containing it was posted; or
    - (b) in the case of an Electronic Form of communication, 48 hours after it was sent.

## Indemnity

- 51
- (1) The Charity shall indemnify a Relevant Director against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.
  - (2) In this article a "**Relevant Director**" means any director or former director of the Charity.

## Rules

- 52
- (1) The Directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity.
  - (2) The bye laws may regulate the following matters but are not restricted to them:
    - (a) the conduct of members of the Charity in relation to one another, and to the Charity's employees and volunteers;
    - (b) 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;
    - (c) the procedure at general meetings and meetings of the Directors in so far as such procedure is not regulated by the Companies Acts or by the Articles; and
    - (d) generally, all such matters as are commonly the subject matter of company rules.
  - (3) The Charity has the power to alter, add to or repeal the rules or bye laws.

- (4) The Directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Charity.
- (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, the Articles.

## Disputes

- 53 If a dispute arises between members of the Charity about the validity or propriety of anything done by the members of the Charity under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

## Dissolution

- 54 (1) The members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:
- (a) directly for the Objects; or
  - (b) by transfer to any charity or charities for purposes similar to the Objects; or
  - (c) to any charity or charities for use for particular purposes that fall within the Objects.
- (2) Subject to any such resolution of the members of the Charity, the Directors of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Charity be applied or transferred:
- (a) directly for the Objects; or
  - (b) by transfer to any charity or charities for purposes similar to the Objects; or
  - (c) to any charity or charities for use for particular purposes that fall within the Objects.
- (3) In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity and if no resolution in accordance with article 54(1) or (2) is passed by the members or the Directors the net assets of the Charity shall be applied for charitable purposes as directed by the Court or the Commission.

## Interpretation

- 55 In article 8, sub-clause (2) of article 11 and sub-clause (2) of article 41 "**connected person**" means:

- (1) a child, parent, grandchild, grandparent, brother or sister of the Director;
- (2) the spouse or civil partner of the Director or of any person falling within sub-clause (1) above;
- (3) a person carrying on business in partnership with the Director or with any person falling within sub-clause (1) or (2) above;
- (4) an institution which is controlled –
  - (a) by the Director or any connected person falling within sub-clause (1), (2), or (3) above; or
  - (b) by two or more persons falling within sub-clause (4)(a), when taken together;
- (5) a body corporate in which –
  - (a) the Director or any connected person falling within sub-clauses (1) to (3) has a substantial interest; or
  - (b) two or more persons falling within sub-clause (5)(a) who, when taken together, have a substantial interest.
- (6) Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this article.