

**Company number: 6521773**

**Registered Charity Number: 1127328**

**Private company limited by guarantee without a share capital**

**Articles of Association**

**of**

**Voluntary Organisations Disability Group (the Organisation)**

Adopted by special resolution dated 14<sup>th</sup> November 2019 to the exclusion of any previous memorandum and articles of association of the Organisation

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**1 Meaning of Words**

1.1 In these Articles, unless the context requires otherwise, the following definitions shall apply:

**Act** means the Companies Act, the Charities Act and any other statute applying to the Organisation.

**Articles** means these Articles of Association.

**Associate** means an associate of the Organisation, appointed by the Trustees in accordance with Article 8.

**Chair** means the chair of the Trustees. Where the Chair is unable to act, the term includes any person discharging the functions of the Chair in accordance with these Articles.

**Charities** means any organisations which are established for exclusively charitable purposes in accordance with the law of England and Wales.

**Charities Act** means the Charities Acts 1992, 1993 and 2006 including any statutory modification or re-enactment thereof from time to time.

**Charity Commission** means the Charity Commission of England and Wales.

**Clear Days** means in relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates.

**Companies Act** means the Companies Act 2006 and includes any statutory modification or re-enactment thereof from time to time.

**Executive Trustee** means the Chair, the Vice Chair and the Treasurer.

**Non-Executive Trustee** means all Trustees, other than the Executive Trustees.

**member** means a member of Voluntary Organisations Disability Group.

**Membership Fees** means the fees payable by each member for each Membership Year, payable annually in advance.

**Membership Year** means the membership year of the Organisation, running from 1 April to 31 March.

**Month** means calendar month.

**Objects** means the Objects of the Organisation as defined in Article 4.

**Office** means the registered office of the Organisation.

**Ordinary Resolution** means a resolution at a duly convened meeting of the members in respect of which more than half of the members who vote, vote in favour; and (except in the case of a vote to remove a director or auditor before the end of their term of the office) may also be passed as a written resolution of all the members (or such lower proportion as is from time to time legally required for a written ordinary resolution).

**Payment Period** means the period of one calendar month following the issue of an invoice by the Organisation for the payment by the member of its Membership Fees.

**Regulations** means any rules, standing orders or regulations made in accordance with these Articles.

**Seal** means the common seal of the Organisation.

**Signed** means shall include electronic forms of signatures, including where used in electronic mail and attachments to such.

**Special Resolution** means either a resolution at a duly convened meeting of the members in respect of which at least 75% of the members who vote, vote in favour; or a written resolution of all the members (or such lower proportion as is from time to time legally required for a written special resolution).

**Taxable Trading** means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax.

**Treasurer** means the treasurer of the Organisation.

**Trustees** means the directors of the Organisation

**United Kingdom** means Great Britain and Northern Ireland.

**Vice Chair** means the vice chair of the Organisation.

**the Voluntary Sector** means Charities and Voluntary Organisations.

**Voluntary Organisations** means independent organisations, which are established for purposes that add value to the community as a whole, or a significant section of the community, and which are not permitted by their constitution to make a profit for private distribution. Voluntary Organisations do not include local government or other statutory authorities.

**in Writing** means written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form including by e-mail

1.2 Words in the singular form include the plural and vice versa.

1.3 The words "person" or "people" include corporations and organisations.

1.4 Apart from the words defined above, any words or expression defined in the Acts will have the same meanings in these Articles, provided they are consistent with the subject or context.

1.5 Headings are for convenience only and do not affect the interpretation of the Articles.

## 2 **Limited Liability**

The liability of the members is limited.

## 3 **Guarantee by Members of the Organisation**

3.1 Every member of the Organisation agrees to contribute to the Organisation £1 or any smaller amount required if:

3.1.1 the Organisation is wound-up while they are a member or within a year afterwards; and

3.1.2 the Organisation has debts and liabilities which it cannot meet out of its assets.

## 4 **Objects of the Organisation**

4.1 The objects of the Organisation (the **Objects**) are:

4.1.1 to promote for the public benefit voluntary sector providers of social care support services to disabled people in particular but not exclusively by:

(a) liaising between charities, voluntary organisations, government agencies and other groups on relevant issues;

(b) educating and undertaking research in relation to the provision and financing of social care services and/or other support for disabled people by voluntary and charitable providers;

(c) identifying needs in the voluntary sector and establishing projects or policies to address them;

- (d) acting as a representative of the voluntary sector in relation to government policies and legislation;
  - (e) providing advice and information to promote the efficiency and effectiveness of the provision of social care and/or other support services for disabled people by voluntary and charitable providers;
- 4.1.2 with a view to promoting the independence of disabled people who are receiving or who may require social care services and/or other support.

## 5 Powers of the Organisation

5.1 The Organisation has the following powers which may be used only to promote the Objects:

- 5.1.1 to buy, take on lease, sell, lease, share or otherwise dispose of, hire, charge or mortgage or acquire property of any sort;
- 5.1.2 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;
- 5.1.3 to employ and pay any employees, officers, servants and professional or other advisers;
- 5.1.4 subject to any restrictions in the Charities Act, to borrow money, invite and receive contributions or grants, enter into contracts, seek subscriptions or raise money in any way including carrying on trade but not by means of Taxable Trading;
- 5.1.5 to give or receive guarantees or indemnities;
- 5.1.6 to promote or undertake study or research and disseminate the results of such research;
- 5.1.7 drawing on the knowledge, experience and expertise of its members, to seek to influence policy and practice in relation to social care services for disabled people;
- 5.1.8 to produce, print and publish anything in any media;
- 5.1.9 to provide or procure the provision of services, education, training, consultancy, advice, support, counselling, guidance, grants, scholarships, awards or materials in kind;
- 5.1.10 to promote and advertise the Organisation's activities;
- 5.1.11 to invest any money in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves;
- 5.1.12 to undertake any charitable trust;

- 5.1.13 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;
- 5.1.14 to receive, and deal with, any legacies left to the Organisation by any third party (member or otherwise);
- 5.1.15 to establish, promote and otherwise assist any limited company or companies or other bodies for the purpose of acquiring any property or of furthering in any way the Objects or to undertake trading and to establish the same either as wholly owned subsidiaries of the Organisation or jointly with other persons, companies, government departments or local authorities and to finance such limited company or companies or other body by way of loan or share subscription or other means;
- 5.1.16 to establish, support, federate with or join or amalgamate with any companies, institutions, trusts, societies or associations;
- 5.1.17 to transfer to or to purchase or otherwise acquire from any charities, institutions, societies or associations any property, assets or liabilities, and to perform any of their engagements;
- 5.1.18 to open and operate bank accounts and other banking facilities;
- 5.1.19 to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;
- 5.1.20 to co-operate and enter into any arrangements with any governments, authorities or any person, company or association;
- 5.1.21 to insure any risks arising from the Organisation's activities;
- 5.1.22 to the extent permitted by law, to purchase indemnity insurance out of the funds of the Organisation to indemnify any of the Trustees against any personal liability in respect of:
  - (a) any breach of trust or breach of duty committed by them in their capacity as charity trustees or trustees for the Organisation;
  - (b) any negligence, default, breach of duty or breach of trust committed by them in their capacity as directors or officers of the Organisation or of any body corporate carrying on any activities on behalf of the Organisation;
  - (c) any liability to make contributions to the assets of the Organisation in accordance with the provisions of section 214 of the Insolvency Act 1986.

Any such insurance in the case of 5.1.22(a) or 5.1.22(b) must be so framed as to exclude the provision of an indemnity for a person in respect of:

- i any liability incurred by a Trustee to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
  - ii any liability incurred by a Trustee in defending any criminal proceedings in which they are convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by them; or
  - iii any liability incurred by a Trustee to the Organisation that arises out of any conduct which they knew (or must reasonably be assumed to have known) was not in the interests of the Organisation or in the case of which they did not care whether it was in the best interests of the Organisation or not.
- 5.1.23 any insurance in the case of 5.1.22(c) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is their knowledge prior to the insolvent liquidation of the Organisation (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Organisation would avoid going into insolvent liquidation;
- 5.1.24 to make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commission;
- 5.1.25 to pay all the expenses and costs of establishing the Organisation;
- 5.1.26 to delegate upon such terms and at such reasonable remuneration as the Organisation may think fit to professional investment managers (the **Managers**) the exercise of all or any of its powers of investment (an **investment** is an asset which is capable of producing income and may also increase in capital value);

Provided always that:

- (a) the Managers are properly authorised to carry on investment business;
- (b) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Organisation;
- (c) the Managers are under a duty to report promptly to the Organisation any exercise of the delegated powers and in particular to report every transaction carried out by the Managers and report regularly on the performance of investments managed by them;
- (d) the Organisation is entitled at any time to review, alter or terminate the delegation or the terms thereof;
- (e) the Organisation is bound to review the arrangements for delegation at intervals but so that any failure by the Organisation to undertake such reviews shall not invalidate the delegation;

5.1.27 to permit any investments belonging to the Organisation to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Organisation and to pay any such nominee reasonable and proper remuneration for acting as such;

5.1.28 to do anything else within the law which helps promote the Objects.

## 6 **Use of income and property**

The income and property of the Organisation shall be used solely for the promotion of the Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the Organisation or Trustees, and no Trustee may be appointed to any office of the Organisation paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Organisation except as shown below under **Allowed Payments** and then only after complying with any requirements of the Acts, provided this shall not prevent a member of the Organisation receiving any benefit as a beneficiary.

## 7 **Allowed Payments**

7.1 The Organisation may pay:

7.1.1 reasonable and proper payment to any officer, employee, professional or other adviser of the Organisation who is not a Trustee for any services to the Organisation;

7.1.2 reasonable and proper remuneration to a Trustee for services actually rendered or goods supplied to the Organisation (save for services rendered in their capacity as a Trustee) including the usual professional charges for services provided or business done by a Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of their firm instructed by the Organisation to act in a professional capacity on its behalf, provided that:

(a) the number of Trustees so remunerated in any accounting period shall not exceed one third of the Trustees;

(b) that no resolution to approve such remuneration to a Trustee shall be effective unless it is passed at a meeting of the Trustees;

(c) such Trustee shall not vote on any resolutions relating to their engagement by the Organisation.

7.1.3 reasonable interest on the money lent by any member of the Organisation or any Trustee. The annual rate of interest must not be higher than two per cent below the base rate of one of the major clearing banks in the United Kingdom;

7.1.4 reasonable out-of-pocket expenses to any Trustee;

- 7.1.5 reasonable and proper payment to a company of which a Trustee holds not more than a hundredth of the capital;
- 7.1.6 reasonable and proper rent of premises demised or let by any member of the Organisation or Trustee;
- 7.1.7 to the extent permitted by law, reasonable and proper premiums in respect of any insurance policy taken out pursuant to 5.1.22 above; and
- 7.1.8 any payment to a Trustee under the indemnity provisions in the Articles of Association.

**provided that** no member of the Organisation or Trustee shall vote on or be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give any remuneration or a benefit to that member of the Organisation or Trustee other than the approval of any permitted indemnity insurance or the payment of an indemnity where such payment is to be made to a majority of the Trustees.

**provided** further that nothing shall prevent a Trustee receiving benefits as a beneficiary.

## 8 **The Constitution of the Organisation; Rights of Inspection**

- 8.1 The Organisation is established for the Objects.
- 8.2 A copy of the Articles and any Regulations must be available for inspection by the members of the Organisation at the Office. Any member who requests a copy of the and Articles must be sent a copy.

## 9 **Members**

- 9.1 The number of members of the Organisation is unlimited.
- 9.2 The Organisation must keep at the Office a register of members showing their name, postal address, email address (if supplied), and dates of becoming a member and ceasing to be a member.
- 9.3 The register is available for inspection by:
  - 9.3.1 the members of the Organisation without charge; and
  - 9.3.2 any other person on payment of a fee prescribed by the Organisation, subject to any maximum fee imposed by law.

## 10 **Membership**

- 10.1 The initial members were the subscribers who signed the original articles of association of the Organisation.
- 10.2 Membership is open to the following:



- 10.2.1 any organisations which are registered charities or not-for profit organisations which provide support services to disabled people;
- 10.2.2 any individuals aged 18 or over.
- 10.3 A member which is an organisation must, if asked, give a copy of its constitution to the Organisation together with any other information reasonably requested by the Organisation. Any member which is an organisation shall be required to nominate a representative from their organisation to sign all documents and do all things on behalf of that organisation as a member; any action taken by such representative shall be deemed to have been authorised by its organisation.
- 10.4 The Trustees may refuse an application for membership if they (acting reasonably and properly) consider it to be in the best interests of the Organisation to refuse the application (which shall include (without limitation) where the Trustees believe that the acceptance of such application could bring the Organisation into disrepute). If the Trustees do refuse an application, they shall notify such applicant in writing within twenty-one days of the decision.
- 10.5 Each member which is an organisation is required to appoint one representative. The representative should normally be the chief executive officer of the organisation unless otherwise agreed by the Trustees. At any time by giving notice in writing to the Organisation, that member can cancel the appointment of its representative and appoint another instead. The member must confirm the name of its representative at the Organisation's request. The representative has the right to attend and to vote at general meetings of the Organisation and any vote given shall be valid unless prior to the vote the Organisation receives written notice ending the representative's authority.
- 10.6 The Trustees may delegate the power to admit members as they see fit (acting reasonably and properly).
- 11 **No transfer of Membership**
- None of the rights of any member of the Organisation may be transferred or transmitted to any other person or organisation.
- 12 **Ending of Membership**
- 12.1 A member stops being a member of the Organisation if:
- 12.1.1 membership is ended under Article 13; or
- 12.1.2 member (if an organisation) ceases to function or is wound up; or (if an individual) dies; or
- 12.1.3 a member gives written notice to the Organisation (by e-mail to [info@VODG.org.uk](mailto:info@VODG.org.uk) or such other e-mail address as notified by the Trustees to members from time to time) during a Membership Year that it no longer wishes to be a member of the Organisation.
- 13 **Removal from Membership**

13.1 The Trustees may suspend or terminate the rights of any member by giving the member notice in writing of the Trustees' decision to suspend or terminate (**Trustee Notice to Terminate**) if any of the following events occur:

13.1.1 the Membership Fees for the current Membership Year have not been paid by the member (in cleared funds) within the Payment Period;

13.1.2 if the member gives written confirmation to the Organisation that it no longer wishes to be a member for the upcoming Membership Year; or

13.1.3 a resolution of the Trustees is passed which resolves that it is in the Organisations' best interests that such member's membership is suspended or terminated (as the case may be).

13.2 Within 28 days of receiving a Trustee Notice to Terminate, the member can appeal in writing to the Organisation against the suspension or termination. If no appeal is received within the time limit, the member's membership is automatically stopped. If an appeal is received within the time limit, the suspension or termination shall be considered by the Trustees (or a committee appointed by the Trustees in accordance with these articles). The member has the right to be heard at the meeting of the Trustees (or committee, if applicable) or may make written representations to the Trustees (or committee, if applicable). If a meeting is held, the Trustees (or committee, if applicable) must either confirm the suspension or termination, in which case membership ends, or revoke the Trustee Notice to Terminate. If a meeting is not held, but a written representation is made, the Trustees (or committee, if applicable) shall, as soon as reasonably practicable, respond to such written representation to confirm if the member's membership is to be suspended or terminated or if the Trustee Notice to Terminate is to be revoked.

## 14 **Associates of the Organisation**

14.1 The Trustees may at any time if they think fit admit persons and/or organisations to be an Associate.

14.2 The rights granted to Associates shall be decided by the Trustees from time to time however, an Associate will not be a member of the Organisation and will not have any right to vote on matters to be resolved by members of the Organisation.

14.3 The Trustees may set one or more levels of subscription for Associates.

14.4 The Trustees will be at liberty at any time to cease to offer associateships.

14.5 The Trustees shall provide each Associate with a description of the rights granted to such Associate.

## 15 **General Meetings**

To the extent required by law or deemed expedient by the Trustees, the Organisation shall hold an annual general meeting in addition to any other general meeting in every calendar year. The annual general meeting must be specified as such in the notices calling it. To the extent required by law, the first annual general meeting must be held

within 18 months of the incorporation of the Organisation and not more than 15 months must pass between one annual general meeting and the next.

## 16 **Extraordinary General Meetings**

16.1 All general meetings except annual general meetings are called extraordinary general meetings.

16.2 The Trustees may call an extraordinary general meeting whenever they wish. Such a meeting must also be called if not less than ten percent of the members of the Organisation request it in Writing, subject to the provisions of the Companies Act.

## 17 **Notice of General Meetings**

17.1 An annual general meeting and a meeting called for the passing of a special and/or elective resolution must be called by giving at least 21 Clear Days' notice (or such shorter notice as is legally sufficient from time to time) in writing.

17.2 Other general meetings must be called by giving at least 14 Clear Days' notice in writing.

17.3 A notice to call an annual general meeting or other general meeting must specify the place, date, time and general nature of any business to be transacted. If the meeting is to be the annual general meeting, the notice must specify this. The notice must also contain a statement setting out the rights of members to appoint a proxy under section 324 of the Companies Act and Article 23.

17.4 Notice of the meeting must be given to everyone entitled by these Articles to receive it and must be given in accordance with Article 53.1.

17.5 In the case of any general meeting (other than an annual general meeting), if shorter notice is given than that required above, the meeting will be treated as having been correctly called if it is so agreed by a majority of the members who have a right to attend and vote, being a majority who together hold not less than 90% of the total voting rights of the Organisation.

## 18 **Quorum**

18.1 Business may be transacted at a general meeting only if a quorum of members is present in person or by proxy when the meeting begins to deal with its business.

18.2 A quorum is one third of the total membership at the time.

## 19 **Adjournment if no Quorum**

19.1 If:

19.1.1 a quorum is not present within half an hour from the time appointed for the meeting; or

19.1.2 during the meeting quorum ceases to be present,

the meeting shall be adjourned to another day, time and place as the Trustees may decide (**Reconvened Meeting**).

19.2 The Trustees must give at least seven Clear Days' notice of the Reconvened Meeting, stating the date, time and place of such Reconvened Meeting.

19.3 If, at the Reconvened Meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum for that meeting.

## 20 **Chair**

20.1 The Chair (if any) of the Trustees should normally preside as Chair at every general meeting of the Organisation.

20.2 If there is no Chair, or if they will not be present within 15 minutes after the appointed starting time or is unwilling to take the chair, the Trustees shall select the Chair of the meeting and in default the members at the meeting shall select a member to be Chair for that meeting.

## 21 **Adjournment of a Meeting**

21.1 The members present (in person or by proxy) at a meeting may resolve, by way of Ordinary Resolution, to adjourn a meeting of members (**Member Resolution to Adjourn**).

21.2 If a Member Resolution to Adjourn is passed, the Chair shall decide the date, time and place of the adjourned meeting, unless such details are included in the Member Resolution to Adjourn.

21.3 When a meeting is adjourned for 7 days or more, at least 7 Clear Days' notice shall be given for the reconvened meeting, stating the date, time and place of the meeting.

## 22 **Voting on Resolutions**

22.1 At any general meeting a resolution put to the vote of the meeting is decided by a show of hands unless before, or on declaration of the result of, the show of hands a poll is demanded.

22.2 A poll may be demanded by

22.2.1 the Chair; or

22.2.2 at least two members present in person or by proxy.

22.3 The declaration by the Chair of the result of a vote shall be conclusive, unless a poll is demanded.

22.4 The result of any vote must be recorded in the minutes of the Organisation but the number or proportion of votes cast need not be recorded.

22.5 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chair.

- 22.6 If the demand for a poll is withdrawn, the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 22.7 The Chair will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting at which the poll is demanded.
- 22.8 A poll must be taken within 30 days after it has been demanded. If it is taken more than 7 days after it has been demanded, at least 7 Clear Days' notice shall be given specifying the date, time and place at which the poll is to be taken.
- 22.9 If a poll is demanded, the meeting may continue to deal with any other business that may be conducted.

## 23 **Proxies**

- 23.1 A person holding a proxy may vote on any resolution.
- 23.2 Notice in writing appointing a proxy (**Proxy Notice**) shall only be valid if:
- 23.2.1 it states the name and address of the member appointing the proxy;
  - 23.2.2 it identifies the person to be appointed as that member's proxy and the general meeting in relation to which the proxy is appointed;
  - 23.2.3 executed by or on behalf of the member appointing the proxy;
  - 23.2.4 is delivered to the Organisation in accordance with these Articles and any instructions given in the notice calling the general meeting (which may include via e-mail); and
  - 23.2.5 it is accompanied by written evidence of the member's authority of the person who executed the Proxy Notice on behalf of that member.
- 23.3 The appointment of the proxy shall, unless the contrary is stated in the Proxy Notice, be valid for any adjournment of the meeting as well as for the meeting to which it relates.
- 23.4 The Proxy Notice (and any authority under which it is executed) shall be deposited at the office 48 hours prior to the general meeting, with the Secretary or the Chair of that meeting.
- 23.5 No Proxy Notice shall be valid after the expiration of 12 months from the date of its execution.
- 23.6 A person validly appointed as a proxy or nominated representative of a member will be deemed to have authority to vote or demand a poll in accordance with the Articles, unless written termination of that person's authority is received by the Chair of the meeting or the company secretary prior to the meeting, adjourned meeting or poll.
- 23.7 Where the Trustees do not fix the form of a proxy any instrument appointing a proxy in the following form, or as near to it as the circumstances admit, will be acceptable.

"I \_\_\_\_\_ of \_\_\_\_\_ a member of Voluntary Organisations Disability Group hereby appoint the Chair of the meeting of and failing them \_\_\_\_\_ of as my proxy to vote for me on my behalf at the [Annual] General Meeting of the Organisation to be held on the day of \_\_\_\_\_ and any adjournment thereof.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_ "

The Proxy Notice shall be deemed to confer authority to demand or join in demanding a poll.

- 23.8 The Proxy Notice may (but is not required to) specify how the proxy appointed under the Proxy Notice is to vote (or if the proxy is to abstain from voting) on one or more of the resolutions.
- 23.9 A member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting shall remain so entitled in respect of that meeting, or any adjournment of it, notwithstanding a valid Proxy Notice has been served and delivered to the Organisation by or on behalf of that member.
- 23.10 A Proxy Notice may be revoked by the member appointing such proxy by that member delivering written notice to the Organisation and delivering the same at least 2 hours before the general meeting is scheduled.

## 24 **Voting and Speaking**

- 24.1 Every member including the Chair has one vote at general meetings. If the votes are level, the Chair has a casting vote.
- 24.2 The auditor or reporting accountant has the right to attend and speak at general meetings.

## 25 **Written Agreement to Resolution**

- 25.1 A resolution in writing agreed by a simple majority (in the case of an Ordinary Resolution) or a majority of not less than 75% (in the case of a Special Resolution) of the members who would be entitled to vote upon it had it been proposed at a general meeting shall be valid provided that:
- 25.1.1 it is in Writing;
  - 25.1.2 a copy of the resolution has been sent to every eligible member;
  - 25.1.3 a simple majority (or in the case of a Special Resolution a majority of not less than 75%) of the members have signified their agreement to the resolution;
  - 25.1.4 it is contained in an authenticated document which has been received by the Organisation within the period of 28 days beginning with the circulation date.
- 25.2 A written resolution may be signed in counterpart.

26        **The Trustees**

26.1        The business of the Organisation is managed by the Trustees.

26.2        The Trustees may exercise all powers of the Organisation subject to any restrictions imposed on the Trustees by the Companies Act, the Charities Act, these Articles or any Special Resolution.

27        **Composition of the Trustees**

27.1        A Trustee must be a natural person aged 16 years or older.

27.2        No person shall be appointed as a Trustee if they have been disqualified from acting.

27.3        The minimum number of Trustees shall be three and the maximum shall be ten.

28        **Filling vacancies in the Trustees**

The Trustees can appoint anyone who is a member or the representative of a member to fill a vacancy in the Trustees. Any such person will serve until the next annual general meeting and will then be eligible for re-election by the members.

29        **Terms of office**

29.1        A person who is first elected or appointed as a Trustee at an annual general meeting must retire at the third annual general meeting following their election or appointment. For such a person this period is their first "three- year term".

29.2        A person who is first appointed as Trustee by the Trustees (other than an Executive Trustee) must retire at the next annual general meeting and is then eligible for re-election by the members. They must retire at the third annual meeting following their first re-election. For such a person, the period commencing with their initial appointment by the Trustees and ending on the fourth annual general meeting following such initial appointment by the Trustees is their first "three- year term".

29.3        In any other case, a "three-year term" in this Article means the period between a person's re-election at an annual general meeting and the third annual general meeting following such re-election.

29.4        At the first three annual general meetings, one-third of the Trustees shall retire. In the absence of agreement, those to retire shall be selected by lot.

29.5        No person may serve more than six years, or two three-year terms (whichever is the longer) in the same role as a Trustee.

29.6        No person may serve more than nine years, or three three-year terms (whichever is the longer) in total as a Trustee.

29.7        Non-Executive Trustees shall be appointed by Ordinary Resolution.

29.8        The Executive Trustees shall be appointed by a majority decision of the Trustees.

30        **Meetings of the Trustees**

30.1       The Trustees may meet, adjourn and run their meetings as they wish, subject to the rest of these Articles.

30.2       Questions arising at any meeting must be decided by a majority of votes. Every Trustee has one vote including the Chair. If the votes are equal, the Chair has a second or casting vote.

30.3       The Organisation, if requested by the Chair or a Trustee, must summon a meeting of the Trustees.

30.4       Notice of a Trustee Meeting need not be given to any Trustee who is out of the United Kingdom.

30.5       Meetings may be held in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all other participants.

31        **Written Resolutions of Trustees**

A resolution in Writing Signed by all the Trustees or any committee is as valid as if it had been passed at a properly held meeting of the Trustees or committee. The resolution may consist of several documents in the same form Signed by one or more Trustees or members of the committee.

32        **Quorum for the Trustees**

32.1       The quorum necessary for business to be done at a Trustee meeting shall be two, or the number nearest to one-third of the total number of Trustees, whichever is greater, or such other number as may be decided by the Trustees from time to time.

32.2       A Trustee shall not be counted in the quorum present when any decision made about a matter upon which that Trustee is not entitled to vote.

33        **Trustee Vacancies**

The Trustees may act despite any vacancy, but if the number of Trustees falls below the quorum, the Trustees may act only to summon a general meeting of the Organisation.

34        **Validity of Acts Done at Meetings**

If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee or that they were disqualified, anything done before the discovery at any meeting of the Trustees is as valid as if there were no defect or disqualification.

35        **Notification of change of Trustees to the Registrar of Companies**

All appointments, retirements or removals of Trustees and the Organisation Secretary must be notified to the Registrar of Companies.



36 **Indemnity of Trustees**

36.1 Subject to, and to the extent permitted by law from time to time, but without prejudice to any indemnity to which a Trustee may otherwise be entitled the Organisation may indemnify every Trustee out of the assets of the Organisation against all costs and liabilities incurred by them which relate to anything done or omitted or alleged to have been done or omitted by them as a Trustee save that no Trustee may be entitled to be indemnified:

36.1.1 for any liability incurred by them to the Organisation or any associated company of the Organisation (as defined by the Companies Act for these purposes);

36.1.2 for any fine imposed in criminal proceedings;

36.1.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;

36.1.4 for any liability which they have incurred in defending any criminal proceedings in which they are convicted and such conviction has become final;

36.1.5 for any liability which they have incurred in defending any civil proceedings brought by the Organisation or an associated company in which a final judgment has been given against them; and

36.1.6 for any liability which they have incurred in connection with any application under the Companies Act in which the court refuses to grant them relief and such refusal has become final.

36.2 Subject to, and to the extent permitted by law from time to time, the Organisation may provide funds to every Trustee to meet expenditure incurred or to be incurred by them in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by them as a Trustee, provided that they will be obliged to repay such amounts no later than;

36.2.1 in the event they are convicted in proceedings, the date when the conviction becomes final;

36.2.2 in the event of judgment being given against them in proceedings, the date when the judgment becomes final; or

36.2.3 in the event of the court refusing to grant them relief on any application under the Companies Act, the date when refusal becomes final.

37 **Disqualification of Trustees**

37.1 A Trustee ceases to hold office if they:

37.1.1 become bankrupt or makes any arrangement or composition with their creditors generally; or

- 37.1.2 become barred from being a trustee because of any order made under the Acts; or
- 37.1.3 become incapable whether mentally or physically of managing their own affairs; or
- 37.1.4 resign the office by notice in writing to the Organisation but only if at least three Trustees will remain in office when the resignation takes effect; or
- 37.1.5 are absent without notice from four consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign; or
- 37.1.6 are directly or indirectly involved in any contract or proposed contract with the Organisation and fails to declare the nature of their interest in the proper way. The proper way is by giving notice at the first meeting which the Trustee attends after that interest arises (or such other way as is legally sufficient from time to time); or
- 37.1.7 are removed from office under Article 39;
- 37.1.8 are removed by resolution of the Trustees. The Trustee concerned will be entitled to attend and speak at the meeting at which the resolution is proposed. Any such resolution will be voted on by secret ballot and will require at least two-thirds of those voting to vote in favour of the resolution. The Trustee concerned will cease to be a Trustee immediately upon the passing of the resolution; or
- 37.1.9 cease to be a member of the organisation of which they are the representative ceases to be a member of the Organisation.

### **38 Removal of a Trustee by a General Meeting**

- 38.1 A general meeting of the Organisation may remove any Trustee before the end of their period of office whatever the rest of these Articles or any agreement between the Organisation and the Trustee may say.
- 38.2 Removal can take place only by the Organisation passing an ordinary resolution saying so. Member(s) of the Organisation must give a notice to the Organisation of intention to remove a Trustee and/or appoint a replacement. At least 28 Clear Days' notice (or such shorter notice as is legally sufficient from time to time) must be given to the Organisation and subsequently at least 21 Clear Days' notice (or such shorter period of notice as is legally sufficient from time to time) to the membership. Once the Organisation receives such notice it must immediately send a copy to the Trustee concerned. They have a right to be heard at the general meeting. They also have the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the Trustee may require it to be read to the meeting.

### **39 Cheques and Bills etc**

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Organisation shall indicate the name

of the Organisation in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Trustees decide from time to time and cheques shall be signed by two Trustees unless the Trustees otherwise decides.

**40 Payment of reasonable expenses to Trustees**

The Trustees may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Organisation but shall not be paid any other remuneration except as permitted in these Articles.

**41 The Keeping of Minutes**

41.1 The Trustees must have a record of:

41.1.1 all appointments of officers by the Trustees;

41.1.2 the names of the Trustees present at each of its meetings and of any committee of the Trustees;

41.1.3 all resolutions and proceedings at all meetings of:

(a) the Organisation;

(b) the Trustees; and

(c) Committees of the Trustees.

**42 Declaration of Trustees' interests**

42.1 Each Trustee must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Organisation or in any transaction or arrangement entered into by the Organisation which has not previously been declared.

42.2 A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of the Organisation and any personal interest (including, without limitation, any personal financial interest).

**43 Conflicts of interests and conflicts of loyalties**

43.1 If a conflict arises for a Trustee because of a duty of loyalty owing to another organisation or person and the conflict is not authorised by virtue of these Articles, the un-conflicted Trustees may authorise such conflict provided that:

43.1.1 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;

43.1.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum is present at the meeting; and

43.1.3 the un-conflicted Trustees consider it is in the best interests of the Organisation to authorise the conflict of interests in the circumstances applying.

43.2 If, following any declaration of interests or conflicts of interests or loyalties, a quorum for a meeting of Trustees is not present, such matter to be resolved on must be determined by the members.

#### 44 **Officers of the Trustees**

In any case where the post of Chair or any other officer has not been filled in an election by members, the Trustees may elect from among themselves the Chair or other officer.

#### 45 **Delegation by the Trustees**

45.1 The Trustees may delegate the administration of any of their powers to committees consisting of one or more Trustees and any such committee or Trustee must conform to any rules that the Trustees impose on it.

45.2 The Trustees may co-opt any person or people who are not Trustees to serve on the committee.

45.3 All acts and proceedings of the committee or Trustees must be reported to the Trustees as soon as possible.

#### 46 **Chair of Committees**

46.1 A committee may elect a chair of its meetings if the Trustees do not nominate one.

46.2 If at any meeting the committee's chair is not present within ten minutes after the appointed starting time, the members present may choose one of their number to be chair of the meeting.

#### 47 **Meetings of Committees**

47.1 A committee may meet and adjourn whenever it chooses.

47.2 Questions at the meeting must be decided by a majority of votes of the members present.

47.3 A committee must have minutes entered in minute books. Copies of these minutes must be given to all Trustees.

#### 48 **Appointment and Removal of the Organisation Secretary**

48.1 To the extent required by law or agreed by the Trustees, the Organisation shall have an Organisation Secretary.

48.2 The Trustees may appoint and remove the Organisation Secretary and may decide their period of office, pay (if not a Trustee) and conditions of service.

#### 49 **Actions of Trustees and Organisation Secretary**

Where certain actions must or may be taken both by a Trustee and by the Organisation secretary. If one person is both a Trustee and Organisation secretary, that one person may not act in the capacity of both Trustee and Organisation secretary for any business that requires the action of both a Trustee and the Organisation secretary.

**50 The Seal**

50.1 If the Organisation shall decide to use a company seal the Trustees must provide safe custody of the Seal.

50.2 The Seal may only be used as the authority of the Trustees or of a committee authorised by the Trustees to use it.

50.3 Everything to which the Seal is affixed must be:

50.3.1 signed by a Trustee; and

50.3.2 countersigned by the Organisation Secretary or by a second Trustee or by some other person appointed by the Trustees for that purpose.

**51 Proper Accounts must be Kept**

Accounts shall be prepared in accordance with the Acts.

**52 Books must be Kept at the Office**

The books of account must be kept at the Office or at other places decided by the Trustees. The books of account must always be open to inspection by Trustees.

**53 Inspection of Books**

The Trustees must decide whether, how far, when, where and under what rules the books of account may be inspected by members who are not Trustees. A member who is not a Trustee may only inspect a book of account or document of the Organisation if the right is given by law or authorised by the Trustees or a general meeting.

**54 Account and Returns**

54.1 The Trustees must, for each accounting reference period, put before a general meeting of the Organisation such reports, statements or accounts as are from time to time required by law.

54.2 The Trustees must file with the Registrar of Companies and the Charity Commission all annual returns and other documents that are required to be filed.

**55 Appointment of Reporting Accountants or Auditors**

The Organisation must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Organisation's income or assets from time to time makes this a legal requirement.

**56 Service of Notices**

- 56.1 The Organisation may give notice to any member either:
- 56.1.1 personally; or
  - 56.1.2 by delivering it or sending it by ordinary post to the member's registered address (if the member is a company); or
  - 56.1.3 if the member has provided the Organisation with an e-mail address, by sending it by e-mail to that address (by providing an e-mail address, the member shall be deemed to have consented to receive notices of the Organisation by this method).

If the member lacks a registered address within the United Kingdom, notice may be sent to any address within the United Kingdom which its representative has given the Organisation for that purpose or in accordance with 56.1.1, or 56.1.3 above.

- 56.2 If a notice is sent by post, it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. If sent by email it will be treated as properly sent if the Organisation receives no indication that it has not been properly sent.
- 56.3 If sent by post in accordance with Article 56.1.2, the notice will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by email, the notice will be treated as having been received 24 hours after having been properly sent.
- 56.4 The Organisation may assume that any e-mail address given to it by a member remains valid unless the member informs the Organisation that it is not.
- 56.5 Where a member has informed the Organisation in Writing of their consent, or has given deemed consent in accordance with the Acts or these Articles, to receiving notices from the Organisation by means of a website, notice will be validly given if the Organisation sends that member a notification informing them that the documents forming part of the notice may be viewed on a specified website. The notification must be sent in accordance with Article 56.1 and must provide the website address, and the place on the website where the notice may be accessed and an explanation of how it may be accessed. If the notice relates to a general meeting the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

## 57 **Accidental Omission of Notice**

Sometimes a person entitled to receive a notice of a meeting does not receive it because of accidental omission by the Organisation or some other similar reason. This does not invalidate the proceedings of that meeting.

## 58 **Who is Entitled to Notice of General Meetings**

- 58.1 Notice of every general meeting must be given to:

- 58.1.1 every member (except those members who lack a registered address within the United Kingdom and have not given the Organisation an address for notices within the United Kingdom);
  - 58.1.2 the reporting accountants or auditor of the Organisation;
  - 58.1.3 all Trustees; and
  - 58.1.4 all those with rights of nomination to the Trustees (if any).
- 58.2 No one else is entitled to receive notice of general meetings.

## 59 **Alteration of the Articles**

- 59.1 The Organisation may alter these Articles only by a Special Resolution.
- 59.2 No alteration may be made to an Article which directs or restricts the way money or property of the Organisation may be used or which authorises any benefit for Trustees without the Charity Commission's prior written approval where that is required by law.
- 59.3 The Charity Commission and the Registrar of Companies must be informed of alterations and all future copies of the Articles issued must contain the alterations.

## 60 **Regulations**

The Trustees may make such regulations, by-laws or standing orders as they see fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a special resolution. No regulation may be made which invalidates any prior act of the Trustees which would otherwise have been valid.

## 61 **Dissolution of the Organisation**

- 61.1 The Trustees or a general meeting may decide at any time to dissolve the Organisation. The Organisation shall then call a meeting of all members entitled to notice of general meetings.
- 61.2 If the Organisation is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must be given or transferred to some other charitable institution or institutions. This other institution(s) must have objects which are similar or ancillary to those of the Organisation and must prohibit the distribution of its income and property among its members to an extent similar to the restrictions in this Article.
- 61.3 The institution or institutions will be chosen by the Trustees of the Organisation at or before the time when the Organisation is wound-up or dissolved.