

Policies & Procedures

ARTICLES OF ASSOCIATION of the Redress Trust Limited

REDRESS

Ending torture, seeking justice for survivors

TITLE

Company number: 2774071

Charity number: 1015787

THE COMPANIES ACT 2006

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION

of THE REDRESS TRUST LIMITED (the "Charity")

Incorporated on 10 December 1992

As amended by resolution of the Board of Trustees on 11 February 2020

And registered on 14 February 2020

MEANING OF WORDS

1. Meaning of Words

- 1.1 In these Articles the following words will have the meanings shown opposite them, unless the context indicates another meaning:

Words	Meanings
"Articles"	these Articles of Association;
"Board"	the board of Trustees of the Charity, the members of which are the company directors and charity trustees;
"Chair"	the Chair of the Board of Trustees or any person discharging the functions of the Chair;
"Charities Act"	the Charities Act 2011;
"Charity"	the company regulated by these Articles;
"Charity Commission"	the Charity Commission for England and Wales;

"Clear Days" 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" the Companies Acts (as defined in s.2 Companies Act 2006) in so far as they apply to the Charity;

"Connected Person" for the purposes of Articles 6 and 10 has the meaning given to it in Article 6.6;

"Material Benefit" means a benefit, direct or indirect, which may not be financial but has a monetary value;

"Member" a company member of the Charity;

"Month" calendar month;

"Objects" the Objects of the Charity as defined in Article 3.1;

"Office" the registered office of the Charity;

"Ordinary Resolution" a resolution agreed by a simple majority of the Members present and voting at a general meeting, or, in the case of a written resolution, by Members who together hold a simple majority of the voting rights;

"Regulations" any rules, standing orders or regulations made in accordance with these Articles;

"Seal" the common seal of the Charity, if any;

"Signed" shall include such forms of authentication that are permitted by law;

"Special Resolution" a resolution agreed by a 75% majority of Members present and voting at a general meeting, or, in the case of a written resolution, by Members who together hold 75% of the voting rights;

<p>“Taxable Trading” 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;</p>	<p>2.</p>	<p>Registered Office</p>
<p>“Trustees” means the directors of the Charity and in the context of Article 6 shall include their connected persons as defined in Article 6.6;</p>	<p>2.1</p>	<p>The registered office of the Charity will be in England and Wales.</p>
<p>“United Kingdom” Great Britain and Northern Ireland; and</p>	<p>3.</p>	<p>Objects</p>
<p>“Written” or “in Writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.</p>	<p>3.1</p>	<p>The objects of the Charity are, for the public benefit:-</p>
<p>1.2 In these Articles:</p>	<p>3.1.1</p>	<p>to promote, throughout the world, the rehabilitation and protection of persons who are, or at any time have been, victims of torture and to assist them, and where appropriate their families, in gaining redress for their suffering;</p>
<p>1.2.1 The words “person” or “people” includes other charities, including charitable incorporated organisations, royal charter corporations, companies, trusts, societies or associations, government departments or statutory authorities and other individuals, corporations, partnerships or other incorporated or unincorporated bodies.</p>	<p>3.1.2</p>	<p>to provide financial assistance to victims of torture in need, throughout the world, and legal assistance to such of them seeking redress from whatever source;</p>
<p>1.2.2 Apart from the words defined above, any words or expression defined in the Companies Act, or the Charities Act, will have the same meanings in these Articles, unless the context indicates another meaning.</p>	<p>3.1.3</p>	<p>to seek the enforcement wherever possible of the right of the victims of torture to fair and adequate compensation;</p>
<p>1.2.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.</p>	<p>3.1.4</p>	<p>to procure the abolition of torture by all lawful means including without limitation providing information and other assistance to states or governments prosecuting torturers and those who conspire with them; and</p>
<p>1.2.4 The words “include(s)”, “including” or “in particular” are deemed to have the words “without limitation” following them. Where the context permits, the words “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them.</p>	<p>3.1.5</p>	<p>to further such other exclusively charitable purposes according to the law of England and Wales as the Trustees in their absolute discretion from time to time determine.</p>
	<p>4.</p>	<p>Powers</p>
	<p>4.1</p>	<p>The Charity has the following powers which may be used only to promote the Objects:-</p> <p><i>Acquisition, management and disposal of assets</i></p>
	<p>4.1.1</p>	<p>to buy, take on lease, share, hire or otherwise acquire property of any sort;</p>
	<p>4.1.2</p>	<p>to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity, provided</p>

that, where applicable, the Charity, and its Trustees, comply with sections 117 to 123 of the Charities Act;

4.1.3 to borrow money and to charge the whole or any part of the property belonging to the Charity as security, provided that if the Charity wishes to mortgage land, the Charity and its Trustees comply with sections 124 to 126 of the Charities Act;

4.1.4 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;

Staff, agents and advisers

4.1.5 subject to Articles 6 and 10, to employ and pay any employees and other staff, consultants, agents and advisers;

4.1.6 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;

Funding

4.1.7 to invite and receive contributions or grants, enter into contracts, seek subscriptions and raise funds in any way including by carrying on trade but not by means of Taxable Trading;

4.1.8 to give or receive guarantees or indemnities;

Activities

4.1.9 to advise the victims, or survivors, of torture and their families in all respects, including advising them on litigation and representing them, subject to appropriate professional, court and other similar requirements and codes of behaviour, in legal, quasi legal, investigative and administrative proceedings of any nature, in any forum or jurisdiction, but also on all other aspects of their situation including medical, financial and public relations issues;

4.1.10 to promote or undertake study or research and disseminate the useful results of such research;

4.1.11 to produce, print and publish anything in or on any media;

4.1.12 to provide grants, scholarships, awards or materials in kind and to provide or procure the provision of services, education, training, consultancy, advice, support, counselling or guidance;

4.1.13 to promote and advertise the Charity's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government or statutory authorities or other public bodies by undertaking campaigning and, to the extent permitted by law, political activities;

4.1.14 to undertake the administration or management (whether as trustee, agent or otherwise) of any charitable trust;

4.1.15 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;

Collaboration

4.1.16 to establish, promote and otherwise assist in any way any limited company or companies or other bodies, and to establish the same either as a wholly owned subsidiary of the Charity or jointly owned with other persons and to finance such bodies by way of loan, share subscription, or other means;

4.1.17 to take control of, support, co-operate, federate, merge, join or amalgamate with any other persons;

4.1.18 to transfer to or to purchase or otherwise acquire from any person with or without consideration, any property, assets or liabilities, and to perform any of their engagements;

- 4.1.19 to co-operate and enter into any arrangements with any person; terminate the delegation arrangement;

Banking and Insurance

- 4.1.20 to open and operate bank accounts and other banking facilities including by using internet banking or other electronic authentication methods; (d) the Trustees review the arrangements for delegation at intervals but so that any failure by the Charity to undertake such reviews shall not invalidate the delegation; and

- 4.1.21 to insure any risks arising from the Charity's activities; (e) the Managers must not do anything outside the powers of the Charity.

- 4.1.22 to purchase indemnity insurance for the Trustees in accordance with and to the extent permitted by the Charities Act; 4.1.27 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required; and

Investment and Social Investment

- 4.1.23 to make social investments in accordance with Part 14 A of the Charities Act;

- 4.1.24 to invest in any investments, securities or properties; 4.1.28 to do anything else within the law which promotes or helps to promote the Objects.

- 4.1.25 to accumulate and set aside funds for special purposes or as reserves in accordance with a reserves policy;

- 4.1.26 to delegate upon such terms and at such reasonable remuneration as the Charity may think fit to an individual, company or firm authorised to give investment advice under the Financial Services and Markets Act 2000 ("the Managers") the management of investments (being assets capable of producing income which may also increase in capital value), provided that:-

- (a) the delegated powers shall be exercisable only within clear policy guidelines set by the Trustees;

- (b) the Managers are under an obligation to report promptly to the Trustees the performance of investments managed by them;

- (c) the Trustees are entitled at any time to review, alter or

Other matters

5. Use of funds and property

Permitted benefits to Members

- 5.1 No part of the Charity's funds or property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member.

- 5.2 For the avoidance of doubt, a Member who is not a Trustee or a Connected Person may:

- 5.2.1 be employed by or enter into contracts with the Charity and receive reasonable payments for goods or services supplied;

- 5.2.2 receive charitable grants or other assistance where it is to be applied in furtherance of the Objects;

- 5.2.3 receive charitable benefits on the same terms as any other beneficiary of the Charity;

- 5.2.4 be paid interest at a reasonable rate on money lent to the Charity; and

- 5.2.5 be paid a reasonable rent or hiring fee for property let or hired to the Charity.
- 5.3 A Member who is also a Trustee or a Connected Person may only receive benefits in accordance with Article 6.
- 5.4 Nothing in this Article 5 shall prevent a Member of the Charity or a Trustee receiving any benefit as a beneficiary (provided that such benefit shall be available in the same form to other beneficiaries who are not Trustees).
- 6. Permitted benefits**
- 6.1 A Trustee or Connected Person must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity, except as set out in Articles 6.2, 6.3, and 6.4.
- 6.2 A Trustee or Connected Person may receive the following benefits from the Charity:
- 6.2.1 reasonable and proper remuneration for any goods or services actually rendered to the Charity or a subsidiary of the Charity (excluding the service of acting as a Trustee and services performed by a Trustee as an employee of the Charity), provided that:-
- (a) no more than half of the Trustees may be so remunerated in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee);
- (b) no resolution to approve such remuneration to a Trustee shall be effective unless it is passed at a meeting of the Board of Trustees;
- (c) a Trustee shall not vote on any resolutions relating to their remuneration (or relating to a Connected Person of a Trustee) and the procedure described in Article 10 (Conflicts of Interest) must be followed in considering the remuneration of the Trustee or a Connected Person and in relation to any other decisions regarding the remuneration authorised by this Article;
- (d) the remuneration or maximum remuneration payable to the Trustee or Connected Person shall be set out either in the resolution approving such remuneration or in a written agreement between the Trustee and the Charity; and
- (e) the Trustees are satisfied that the provision of services by that Trustee on the terms proposed are in the best interests of the Charity.
- 6.2.2 reasonable interest on the money lent to the Charity;
- 6.2.3 reasonable and proper payment to a company of which the Trustee or Connected Person does not hold a more than 1% of the shares or voting power;
- 6.2.4 reasonable and proper rent for premises demised or let by any Trustee or Connected Person; or
- 6.2.5 any payment or benefit with the prior written approval of Court or the Charity Commission.
- 6.3 A Trustee may also receive the following from the Charity:
- 6.3.1 reasonable out-of-pocket expenses;
- 6.3.2 reasonable and proper premiums in respect of any Trustee indemnity insurance policy taken out pursuant to Article 4.1.22 above; or
- 6.3.3 any payment to a Trustee under the indemnity provisions in these Articles.
- 6.4 A Trustee may only be employed by, or receive any Material Benefit from the Charity which is not otherwise authorised in this Article 6, if the remuneration, payment or benefit is authorised by the Court or the Charity Commission.

- 6.5 No Trustee shall vote on or be present during the discussion of, or the authorisation of, any decision in respect of matters set out in Article 6 applicable to that Trustee except where it relates to the approval of the purchase of indemnity insurance pursuant to Article 6.3.2 or the payment of an indemnity pursuant to Article 6.3.3, in each case where such payment is to be made to or for the benefit of a majority of the Trustees.
- 6.6 For the purposes of these Articles, a Trustee is deemed to be connected to:
- 6.6.1 any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Trustee or any person living with the Trustee as his or her partner or any other family member who is dependent or partially dependent on the Trustee; and
- 6.6.2 any firm or company in which the Trustee is: (i) a partner; (ii) an employee; (iii) a consultant; (iv) a director; or (v) a shareholder, unless the shares do not give him or her, or him or her together with any dependent, a substantial interest (as defined in s.352 Charities Act as being more than one-fifth of the shares or voting power of the relevant company).
- 7. Amendments to these Articles**
- 7.1 No amendments may be made to these Articles which would cause the Charity to cease to be a charity in law.
- 7.2 Amendments may only be made to the following Articles, with the prior written consent of the Charity Commission:
- 7.2.1 the Objects; or
- 7.2.2 any provision relating to what happens to the Charity's property on winding up; or
- 7.2.3 any provision which would provide for any benefit to be obtained by Trustees or Members or persons connected with them.
- 7.3 The Charity shall inform the Charity Commission and Companies House of any alterations to the Articles.
- 8. Limited liability and guarantee**
- 8.1 Each Member undertakes to pay £1 in the event of the Charity being wound up or dissolved while they are a Member or within one year after ceasing to be a Member, towards:-
- 8.1.1 payment of the debts and liabilities of the Charity incurred before they ceased to be a Member;
- 8.1.2 payment of the costs, charges and expenses of winding up; and
- 8.1.3 adjustment of the rights of the contributories among themselves.
- 8.2 The liability of the Members is limited to £1.
- 9. Indemnity of Trustees**
- 9.1 For the purposes of this Article 9, "Relevant Trustee" means any Trustee or former Trustee of the Charity or other officer of the Charity.
- 9.2 Without prejudice to any indemnity to which a Relevant Trustee may otherwise be entitled, the Charity shall indemnify every Relevant Trustee out of the assets of the Charity against all costs and liabilities incurred by the Relevant Trustee or officer in that capacity to the extent permitted by the Companies Act.
- 9.3 To the extent permitted by law, the Charity may provide funds to every Relevant 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 Relevant Trustee, provided that they will be obliged to repay such amounts no later than:
- 9.3.1 if they are convicted in proceedings, the date when the conviction becomes final; or
- 9.3.2 if judgment is given against them in proceedings, the date when the judgment becomes final; or
- 9.3.3 if the court refuses to grant them relief on any application under the

Companies Act, the date when refusal becomes final.

10. Conflicts of Interest

10.1 For the purposes of this Article 10, "Conflict of Interest" means any direct or indirect interest of a Trustee (whether personally or by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or may conflict with the interests of the Charity, because the Trustee or a Connected Person may receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity.

10.2 Subject to Article 10.4, whenever a Trustee is in a situation that gives rise to, or is reasonably likely to give rise to, a Conflict of Interest, the Trustee must:

10.2.1 fully and frankly declare the nature and extent of the interest before discussion begins on the matter,

10.2.2 withdraw from the meeting or discussion for that item, after providing any information requested by the other Trustees,

10.2.3 not be counted in the quorum for that part of the meeting or decision-making process,

10.2.4 be absent during the vote and have no vote on the matter, and

10.2.5 comply with any other requirement which the other Trustees resolve is necessary.

10.3 If any question arises as to whether a Trustee has a Conflict of Interest, the question must be decided by a majority decision of the other Trustees.

10.4 When any Trustee has a Conflict of Interest, the Trustees who do not have a Conflict of Interest (if they form a quorum without counting the Trustee and are satisfied that it is in the best interests of the Charity to do so) may by resolution passed in the absence of the Trustee permit the Trustee, notwithstanding any Conflict of Interest which has arisen or may arise for the Trustee, to:

10.4.1 continue to participate in discussions leading to the making of a decision, or to vote, or both,

10.4.2 disclose to a third party information confidential to the Charity,

10.4.3 take any other action not otherwise authorised which does not involve the receipt by the Trustee (or a Connected Person) of any payment or Material Benefit from the Charity, or

10.4.4 refrain from taking any step required to remove the conflict.

10.5 Where a Trustee has a Conflict of Interest which has been declared to the Trustees, the Trustee shall not be in breach of that Trustee's duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence, provided that a Trustee may not withhold information relating to a direct or indirect personal benefit for the Trustee.

10.6 The Trustees shall observe the other duties and rules in the Companies Act, and such other rules as the Board adopts, in relation to the management of Conflicts of Interest.

10.7 Nothing contained in this Article shall authorise a Trustee to receive any benefit not permitted elsewhere in these Articles.

MEMBERS AND MEMBERSHIP

11. Membership

11.1 The subscribers to the Memorandum and such other persons who are admitted to membership in accordance with these Articles are the Members.

11.2 Membership is open only to the Trustees. A Trustee shall automatically be admitted as a Member on being appointed as a Trustee; and cease to be a Member on ceasing to be a Trustee.

11.3 Membership is not transferrable.

- 12. Ending of Membership**
- 12.1 A Member stops being a Member if they stop being a Trustee.
- 13. Register of Members**
- 13.1 The Charity shall maintain a register of Members with an entry for each Member showing the Member's name and postal address and the date on which the Member became a Member and ceased to be a Member. The register of members must be kept at the Office or at a single alternative inspection location.
- 13.2 The register must be made available for inspection:
- 13.2.1 by any Member without charge; and
- 13.2.2 by any other person within five working days of receiving a request that is for a proper purpose in accordance with the Companies Act, and subject to the payment of a fee at a level that is permitted by law.
- 14. Annual General Meetings**
- 14.1 The Charity 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.
- 14.2 Not more than 15 months may pass between one annual general meeting and the next.
- 14.3 At an annual general meeting the business to be conducted will usually include:
- 14.3.1 the presentation of the accounts of the Charity for the previous financial year and a report on the Charity's activities to the Members;
- 14.3.2 the election of Trustees in place of those retiring and those appointed to fill a vacancy since the last annual general meeting; and
- 14.3.3 where necessary the appointment of auditors or reporting accountants and the fixing of the remuneration of the auditors.
- 15. General Meetings**
- 15.1 All general meetings except annual general meetings are called general meetings.
- 16. Calling of General Meetings**
- 16.1 The Board may call a general meeting at any time and must call a general meeting within 21 days of a written request from not less than five per cent of the Members who have a right to vote at general meetings.
- 17. Notice of General Meetings**
- 17.1 An annual general meeting or a general meeting must be called by giving at least 21 Clear Days' Written notice (for the purposes of this Article "in Writing" includes notice given by website in accordance with Article 54.7). The notice must:
- 17.1.1 indicate the place, date, time and the general nature of the business to be discussed and, if a Special Resolution is to be proposed, set out the exact wording of the Special Resolution; and
- 17.1.2 include a statement informing the Members of their right to appoint a proxy to exercise their rights to attend, speak and vote at the meeting.
- 17.2 Notice of the meeting must be given to all Members and Trustees and the company secretary (if appointed) and statutory auditor of the Charity in accordance with Article 54. A meeting may be held on shorter notice by the agreement of not less than 90 per cent. of the Members entitled to attend and vote at it.
- 18. Quorum for General Meetings**
- 18.1 Business may be transacted at a general meeting only if a quorum of Members is present in person or by proxy.
- 18.2 A quorum is:
- 18.2.1 two Members; or
- 18.2.2 fifty per cent. of the total number of Members,
- whichever is greater.

- 19. Chair of a General Meeting**
- 19.1 The Chair (if any) of the Board should preside as chair at every general meeting of the Charity.
- 19.2 If there is no Chair, or if he is not present within 15 minutes after the appointed starting time or is unwilling to take the chair, the Members at the meeting shall select one of their number to chair the meeting.
- 20. Adjournment if no Quorum**
- 20.1 If a quorum is not present within half an hour after the appointed starting time, the meeting shall be adjourned to another day, time and place as the Board may decide. Articles 21.2 and 21.4 shall apply to an adjourned meeting.
- 20.2 The Board must give at least seven Clear Days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 20.3 If no quorum is present at the reconvened meeting within half an hour of the appointed starting time, the Member or Members present at that time shall constitute the quorum for that meeting.
- 21. Adjournment of a General Meeting**
- 21.1 The chair of the meeting may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting.
- 21.2 The chair of the meeting must decide the date, time and place at which the meeting is to be reconvened, unless these details are specified in a resolution.
- 21.3 No business may be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.
- 21.4 If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting.
- 22. Amendments to resolutions**
- 22.1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 22.2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if:
- 22.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 22.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 22.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is or is not permissible, the chair's error does not invalidate the vote on that resolution.
- 23. Voting on Resolutions**
- 23.1 A resolution put to the vote of the meeting is decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded by:
- 23.1.1 the chair of the meeting; or
- 23.1.2 at least two Members present in person or by proxy and having the right to vote at the meeting,
- save that no poll may be demanded on the election of a chair of a meeting or on any question of adjournment.
- 23.2 Unless a poll is demanded, the declaration of the chair of the meeting that a resolution has been carried by a particular majority or lost on a show of hands is conclusive. The result of the vote must be recorded in the minutes but the number or proportion of the votes cast need not be recorded.
- 23.3 A demand for a poll may be withdrawn before the poll is taken but only with the consent of the chair of the meeting.
- 23.4 The chair of the meeting will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.

- 23.5 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting. “I
of
- 24. Proxies** a member of [insert name of the Charity]
- 24.1 Members may appoint a proxy who need not be a Member of the Charity. The proxy may be appointed by the Member to exercise all or any of the Member’s rights to attend, speak, vote and demand a poll at a meeting of the Charity. hereby appoint the Chair of the Charity or if they are not present the chair of the Meeting*
.....
- 24.2 A person holding a proxy may vote on any resolution. If the appointer does not direct the proxy how to vote on a particular resolution, the proxy may vote as he or she thinks fit. as my proxy to vote for me on my behalf at the [annual] general meeting of the Charity to be held on the day of and any adjournment thereof.
- 24.3 An instrument appointing a proxy shall: Signed on the day of 20...
- 24.3.1 be in Writing executed by or on behalf of the appointer; *If you do not wish to appoint the Chair or the chair of the meeting, please delete the reference to the Chair of the meeting and insert the name and address of your appointee in the space that follows.”
- 24.3.2 shall be in the form set out below or in any usual or common form or in such other form as the Trustees may approve; 24.6 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and may contain directions as to how the proxy is to vote on any resolution.
- 24.3.3 unless the contrary is stated, be valid for any reconvened meeting following an adjournment as well as for the meeting to which it relates; and 25. **Voting and Speaking**
- 24.3.4 be deposited at the Office or at such other place or with such other person as the notice for the meeting shall specify at least 48 hours prior to the meeting or reconvened meeting (excluding any day that is not a working day). 25.1 Every Member present in person or by proxy has one vote on each issue at general meetings. The chair of the meeting has a casting vote.
- 24.4 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Charity at the Office or at such other place at which the instrument of proxy was duly deposited at least 48 hours before the commencement of the meeting or adjourned meeting (excluding any day that is not a working day). 25.2 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by Ordinary Resolution.
- 24.5 A proxy in the following or similar form will be acceptable: 25.3 The auditor has the right to attend general meetings and to speak at general meetings on any part of the business of the meeting which concerns them as auditor.
26. **Written Agreement to Resolution**
- 26.1 Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term, Members may pass a written resolution without a meeting being held, provided that:
- 26.1.1 it is in writing;
- 26.1.2 a copy of the proposed resolution has been sent to every eligible Member;

- 26.1.3 in the case of a Special Resolution it must be stated on the resolution that it is a Special Resolution, and it must be signed by at least 75 per cent. of Members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
 - 26.1.4 in the case of an Ordinary Resolution it must be signed by a majority of Members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings; and
 - 26.1.5 it is contained in a document which has been received at the Office within the period of 28 days beginning with the circulation date.
- 26.2 A written resolution may consist of two or more documents in identical form Signed by Members and is passed when the required majority of eligible Members have signified their agreement to it.
- 27. Defect in appointment of a member**
- 27.1 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution.

BOARD OF TRUSTEES

- 28. Powers of the Board**
- 28.1 The business of the Charity is managed by the Board, which may use all the powers of the Charity that are not, by the Companies Act or by these Articles, reserved to the Members or to them in their capacity as Members.
- 29. Composition of the Board**
- 29.1 The Charity must always have a minimum of three Trustees. No person under the age of 16 may be appointed as a Trustee.
- 30. Retirement of members of the Board**
- 30.1 At the third annual general meeting after his last election, a Trustee shall retire. They shall be eligible for re-election provided that no Trustee

- may continue to serve after six years in office without a period of at least a year out of office, unless on the recommendation of the Board, that Trustee is elected for one further consecutive term of a maximum of three years. No Trustee may serve for more than nine years in total.
- 30.2 For the purposes of this Article 30.1 a “year” shall mean a complete period of service between two annual general meetings.
- 31. Filling vacancies in the Board and Co-option**
- 31.1 The Board can appoint anyone as a Trustee to fill a vacancy in the membership of the Board. They will hold office until the next annual general meeting where they may be elected by the Members (unless they cease to be a Trustee prior to that by virtue of Article 32). For the purposes of this Article, the Board shall decide how many vacancies there are, subject to the maximum and minimum numbers given in Article 29.
- 31.2 The Board may also co-opt up to **three** additional persons onto the Board at any time for a specific period and purpose, who shall hold office until the next annual general meeting or expiry of their term, whichever is earliest, unless they cease to be a Trustee prior to that by virtue of Article 32.
- 31.3 A co-opted Trustee may be removed by the Board at any time by a simple majority of the Board.
- 31.3.1 A co-opted Trustee may not be co-opted more than three times.
 - 31.3.2 In the event that a co-opted Trustee goes on to be elected by the Members, for the purposes of the maximum terms of office referred to in Article 30, their initial appointment shall be the date on which they were first co-opted.
- 32. Disqualification, resignation and removal of Trustees**
- 32.1 A Trustee shall cease to be a Trustee if the Trustee:-
- 32.1.1 becomes bankrupt or makes any arrangement or composition with their creditors;

- 32.1.2 is disqualified by law from serving as a company director unless there is an appropriate exception in place;
- 32.1.3 is disqualified by law from serving as a charity trustee unless a waiver has been granted;
- 32.1.4 is considered by the Board to have become incapable, whether mentally or physically, of managing their own affairs and a majority of the other Trustees resolve that they must cease to hold office;
- 32.1.5 resigns by notice in Writing to the Trustees (but only if at least three Trustees will remain in office when the resignation is to take effect);
- 32.1.6 is absent, without permission, from four consecutive meetings of the Trustees and it is resolved by a majority of the other Trustees to remove the Trustee;
- 32.1.7 breaches his duties under the Companies Act and in particular the duties for the proper management of conflicts of interest and the Board resolves to remove him by a resolution by 75 per cent. of the other Trustees present and voting at a meeting and that prior to such a meeting the Trustee in question has been given written notice of the intention to propose such a resolution at the meeting;
- 32.1.8 is removed from office by the Members convening a general meeting and removing the Trustee in accordance with the procedure set out in the Companies Act;
- 32.1.9 is a co-opted Trustee and is removed by the Board;
- 32.1.10 any sum due to the Charity from the Trustee qua Member remains unpaid six months after it is due and the Board resolves to remove that Trustee; or
- 32.1.11 the Trustee dies, or in the case of an organisation, ceases to function or is wound up.
- 32.2 The Board may resolve, by a two thirds majority of those at the meeting, to remove a Trustee on the basis that it is in the best interests of the Charity that they are removed by giving the Trustee notice in Writing, provided that:
- (a) no later than 10 working days after receiving that notice the Trustee can appeal in Writing to the Charity against the termination;
- (b) any appeal must be considered by a meeting of the Board, or a committee appointed by the Board, which can only decide in favour of termination by a two thirds majority of those at the meeting; and
- (c) the Trustee has the right to be heard at the meeting or may make written representations to it and the meeting shall either confirm the termination or reinstate the Trustee.
- 33. Notification of change of Trustees**
- 33.1 All appointments, retirements or removals of Trustees and the Company Secretary (if any) must be notified to the Registrar of Companies and the Charity Commission.

DECISION-MAKING BY THE TRUSTEES

34. Meetings of the Board

- 34.1 The Trustees must hold at least four meetings each year.
- 34.2 The Board may meet, adjourn and run its meetings as it wishes, subject to these Articles and the Companies Act.

35. Calling a meeting

- 35.1 The Charity, if requested by the Chair or any three Trustees, must call a meeting of the Board.

36. Participation in meetings

- 36.1 Board meetings may be held in person, by telephone, or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.

- 37. Quorum for Board meetings**
- 37.1 The quorum for a Board meeting is at least three or one third of the Trustees (if greater).
- 37.2 A Trustee shall not be counted in the quorum at a meeting in relation to a resolution on which he is not entitled to vote.
- 38. Chair of Board meetings**
- 38.1 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each Board meeting.
- 39. Voting**
- 39.1 Matters for decision at any meeting must be decided by a majority of votes and each Trustee has one vote (including the Chair).
- 39.2 If the votes are equal, the Chair has a second or casting vote.
- 40. Resolutions in Writing without a Board meeting**
- 40.1 A resolution in Writing Signed or assented to electronically by all of the Trustees is as valid as if it had been passed at a properly held meeting of the Board. The resolution may consist of several documents in the same form Signed by one or more of the Trustees.
- 41. Officers of the Board**
- 41.1 The Trustees may appoint or remove the Chair or any other officers that it wishes. Officers shall be appointed from among the Trustees, with the exception of the company secretary who may but need not be a Trustee.
- 42. Board's right to act despite vacancies**
- 42.1 The Board may act despite any vacancy on the Board, but if the number of Trustees falls below the number fixed as the quorum, it may act only to summon a general meeting of the Charity or to appoint further Trustees.
- 43. Validity of acts done at meetings**
- 43.1 If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee, anything done before the discovery is valid.

DELEGATION BY THE BOARD AND COMMITTEES

- 44. Delegation by the Board**
- 44.1 Subject to the Articles, the Trustees may delegate any of the powers which are conferred on them under the Articles—
- 44.1.1 to such person or committee;
- 44.1.2 by such means (including by power of attorney);
- 44.1.3 to such an extent;
- 44.1.4 in relation to such matters; and
- 44.1.5 on such terms and conditions;
- as they think fit.
- 44.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom, or committee to which, they are delegated.
- 44.3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 45. Delegation to committees**
- 45.1 Any delegation to a committee must specify those who are to serve on the committee and the Board may co-opt any person who is not a Trustee to serve on a committee, provided that any committee must have at least one Trustee at all times, and a committee dealing with financial matters must include at least two Trustees at all times.
- 45.2 All acts and proceedings of a committee must be reported to the Board as soon as possible.
- 45.3 A committee must not knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Board in accordance with a budget approved by the Board.
- 45.4 A committee may elect a chair of its meetings if the Board does not nominate one.
- 45.5 If at any meeting the committee's chair is not present within ten minutes after the appointed starting time, the committee members present

may choose one of their number to be chair of the meeting.

46. Meetings of Committees

46.1 Unless the terms of reference for a committee provide otherwise:

46.1.1 a committee may meet and adjourn whenever it chooses;

46.1.2 questions at a committee meeting must be decided by a majority of votes of the committee members present and in the case of an equality of votes, the chair of the committee meeting shall have a casting vote; and

46.1.3 a committee must have minutes entered in minute books.

ADMINISTRATIVE MATTERS

47. Appointment and Removal of a Company Secretary

47.1 The Board may (but need not) appoint and remove a Company Secretary in accordance with the Companies Act and may decide their period of office, pay and any conditions of service.

48. Appointment of Reporting Accountants or Auditors

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

49. Honorary Officers

49.1 The Board may appoint and remove any person for such terms as they think fit as the President, Vice President or a Patron of the Charity. Such posts are honorary only and carry no vote or other rights.

50. Records

50.1 The Board must keep records of:-

50.1.1 all proceedings at Board meetings (including the names of the Trustees present);

50.1.2 all written resolutions

50.1.3 all reports of committees

50.1.4 all proceedings at general meetings; and

50.1.5 all professional advice received.

50.2 Board minutes must be kept for a minimum of 10 years from the date of the meeting.

51. The Seal

51.1 If the Charity shall decide to use a company seal the Board must provide safe custody of the Seal.

51.2 The Seal may only be used by the authority of the Board or of a committee authorised by the Board.

51.3 Everything to which the Seal is affixed must be signed by two persons authorised by the Board. Where the Board has not authorised any such persons it must be:-

51.3.1 signed by a Trustee and countersigned by the Company Secretary or by a second Trustee; or

51.3.2 signed by a Trustee and witnessed by an independent third party.

52. Articles, accounts and other statutory records

52.1 The Accounts, the Articles and any Regulations must be kept at the Office or at a single alternative inspection location decided by the Board.

52.2 The Articles and any Regulations must be available for inspection by the Trustees and any Trustee who requests a copy of the Articles must be sent a copy.

52.3 The Accounts must always be open to inspection by Trustees.

53. Accounts and returns

53.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the

audit or examination of Accounts and the preparation of Accounts, and annual reports and returns.

53.2 The Board must, for each financial year, send a copy of its annual Accounts and reports (or if applicable summary financial statements) to every person who is entitled to receive notice of general meetings at the same time as they file the Accounts with Companies House, within 9 months of the end of the Charity's financial year.

53.3 Copies need not be sent to a person for whom the Charity does not have a current address (as defined in the Companies Act).

53.4 To the extent required by law, the Board must file the Accounts and reports (or summary financial statements) with Companies House within 9 months of the end of the Charity's financial year or within any other deadlines specified by law.

53.5 The Board must file with the Charity Commission the Accounts and reports (or summary financial statements) and all annual returns and other documents that are required to be filed, within 10 months of the end of the Charity's financial year or any other deadlines specified by the Charity Commission.

54. Service of Notices

54.1 The Charity may provide notices, accounts or other documents to any Member either:

54.1.1 in person; or

54.1.2 by hand-delivery or ordinary post to the Member's registered address;

54.1.3 if the Member has provided the Charity with an email address, by email to that address (subject to the Member having consented to receipt of the notice, documents or accounts in this way); or

54.1.4 in accordance with the provisions for communication by website set out below.

54.2 If a Member lacks a registered postal address within the United Kingdom, the notice, accounts or documents may be sent to any postal address within the United Kingdom which the Member has provided to the Charity for that purpose, or

in accordance with the other methods set out in Article 54.1.

54.3 However, a Member without a registered postal address in the United Kingdom who has not provided a postal address in the United Kingdom for that purpose, shall not be entitled to receive any notice, accounts or other documents served by the Charity, irrespective of whether they have consented to receiving notices by email.

54.4 If a notice, accounts or other documents are sent by post, they will be treated as having been served by the Charity correctly addressing, pre-paying and posting a sealed envelope containing them. If sent by email they will be treated as properly sent if the Charity receives no indication that they have not been received.

54.5 Any notice or other document sent in accordance with these Articles is to be treated as having been received:

54.5.1 if sent by post, 48 hours after the envelope containing them was posted if posted by first class post and 72 hours after posting if posted by second class post or overseas post;

54.5.2 if sent by email, 24 hours after having been properly sent; or

54.5.3 immediately on being handed to the recipient personally.

54.6 The Charity may assume that any e-mail address provided to it by a Member remains valid unless the Member informs the Charity that it is not.

54.7 Where a Member has informed the Charity in Writing of their consent, or has given deemed consent in accordance with the Companies Act, to receive notices, accounts or other documents from the Charity by means of a website, such information will be validly given if the Charity sends that Member a notification informing them that the documents forming part of the notice, the accounts or other documents, may be viewed on a specified website. The notification must provide the website address, and the place on the website where the information may be accessed and an explanation of how it may be accessed. If the information 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.

charitable purposes within, the same as, or similar to the Objects;

55. Irregularities

55.1 The making of any decision, or the proceedings at any meeting of the Trustees, Members or a committee shall not be invalidated by reason of:

55.1.1 any accidental informality or irregularity (including any accidental omission to give, or any non-receipt of, notice,) or

55.1.2 the lack of qualification in any of the persons present and voting,

unless a provision of the Companies Act specifies that the informality, irregularity or lack of qualification shall exclude it.

56. Who is Entitled to Notice of General Meetings

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

56.1.1 every Trustee (except those Trustees who lack a registered postal address within the United Kingdom and have not given the Charity a postal address for notices within the United Kingdom);

56.1.2 the auditor of the Charity; and

56.1.3 the Company Secretary.

57. Regulations

57.1 The Charity in general meeting may make such regulations, by-laws or standing orders as it sees 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 Board which would otherwise have been valid.

58. Winding-up of the Charity

58.1 If the Charity is wound-up or dissolved, and there remains any assets after all debts and liabilities have been met, the assets must be applied in one or more of the following ways:

58.1.1 by transfer to one or more other bodies established for exclusively

58.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects.

58.2 The recipient(s) of the remaining assets of the Charity shall be chosen by the Trustees at or before the time of winding-up or dissolution.

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