

**THE COMPANIES ACT 2006**

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**COMPANY NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM OF ASSOCIATION**

**of**

**CARNIVAL ARTS and MASQUERADE FOUNDATION**

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

<b>Name of each subscriber</b>	<b>Authentication by each subscriber</b>

Dated ..... 2010

## THE COMPANIES ACT 2006

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### COMPANY NOT HAVING A SHARE CAPITAL

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## ARTICLES OF ASSOCIATION

of

### CARNIVAL ARTS and MASQUERADE FOUNDATION

## MODEL ARTICLES NOT TO APPLY

- 1 The paragraphs contained in the schedules to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity.

## INTERPRETATION

- 2 In these Articles:

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

**Articles:** means these Articles of Association;

**the Charity:** means the company regulated by these Articles;

**Clear Days:** in relation to a period of notice, excludes the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

**the Commission:** means the Charity Commission for England and Wales, or any corporation or other body or entity which may from time to time perform the functions of the same;

**the Companies Legislation:** means every statute and statutory instrument for the time being in force concerning limited companies and affecting the Charity, including, without limitation, the 1985 Act, the Companies Consolidation (Consequential Provisions) Act 1985, the Companies Act 1989, and the 2006 Act, and including any statutory modification or re-enactment of any such statute or statutory instrument;

**executed:** includes any mode of execution;

**Financial Expert:** means an individual, company or firm who or which is authorised to give investment advice under the Financial Services and Markets Act 2000, including any statutory modification or re-enactment of the same from time to time in force;

**General Meeting:** means a general meeting of the Charity;

**incapable:** means incapable by reason of mental disorder, illness or injury of managing and administering one's affairs;

**the Members:** means the members of the Charity from time to time (and **Member** has a corresponding meaning);

**the Memorandum:** means the memorandum of association of the Charity;

**the Objects:** means the objects of the Charity, as set out in Article 5 below;

[**the Principal Objects:** means the objects of the Charity set out in paragraphs 1 to 3 of Article 5 below;]

**Qualifying Charity:** means a charity, as defined by Part 1 of the Charities Act 2006, having objects similar to or falling within the [Principal] Objects, the governing document of which prohibits the distribution of its income and property to an extent at least as great as is imposed on the Charity by the Articles;

**Related Person:** means, in relation to a Trustee, a firm or company in which or of which the Trustee is a partner, an employee, a consultant, a director or a shareholder, unless the shares in the company are listed on a recognised stock exchange and the Trustee holds less than one per cent of the issued share capital;

**Rules:** means the rules made under Article 68 below, if any;

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

**the Secretary:** means the secretary of the Charity for the purposes of the Companies Legislation, if it has one, or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary;

**the Subscribers:** means the subscribers to the Memorandum;

**Subscription Fee:** means the payment that must accompany an application for Membership or a renewal of Membership, the amount of which shall be determined by the Trustees annually and approved by a majority of the Members at a General Meeting;

**Subsidiary:** means any company wholly owned by the Charity;

**the Trustees:** means the directors of the Charity from time to time (and **Trustee** has a corresponding meaning);

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

**the 1985 Act:** means the Companies Act 1985, including any statutory re-enactment or modification of the same;

**the 1993 Act:** means the Charities Act 1993, including any statutory re-enactment or modification of the same;

**the 2006 Act:** means the Companies Act 2006, including any statutory re-enactment or modification of the same; and

words importing the masculine gender shall include the feminine gender.

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Legislation.

#### **NAME**

3 The Charity's name is **Carnival Arts and Masquerade Foundation.**

#### **REGISTERED OFFICE**

4 The Charity's registered office is to be situated in England and Wales.

#### **CHARITABLE OBJECTS**

5 The Objects are, and are specifically restricted to, the following:

5.1 For the advancement of the arts, culture and heritage, promoting all aspects of the Caribbean tradition of carnival, also known as *Mas*, and the masquerade bands, known as *Mas* bands, that perform at carnivals in the Caribbean, and the music, known as *Mas* music, performed by such bands, and promoting the cultural and artistic traditions of the Caribbean more generally, including (without limitation) the traditional art, music and costumes of the Caribbean;

5.2 For the advancement of education, and of the arts, culture and heritage, raising public awareness of the history of carnivals in the Caribbean and elsewhere in the world, and of their traditions, art, music and costumes, including (without limitation) by organising and promoting exhibitions, festivals, seminars and other events, and by producing and distributing literature and teaching materials, and by facilitating teaching by Carnival participators;

5.3 For the advancement of community development, promoting community participation in *Mas* and the performance of *Mas* music, and promoting equal opportunities to participate in and perform the same [; and

5.4 without prejudice to the generality of the foregoing, all other purposes that are exclusively charitable under the law of England and Wales.]

## **POWERS OF THE CHARITY**

- 6 The Charity has power to do anything which is calculated to further the Objects or is conducive or incidental to doing so. In particular, but without limitation, the Charity may exercise the following powers:
- 6.1 to raise funds and to invite and receive contributions, provided that in raising funds the Charity shall conform to any relevant legislation;
- 6.2 to set aside funds for special purposes or as reserves against future expenditure;
- 6.3 to construct, purchase, rent, hire or otherwise acquire, maintain, alter, improve and (subject to such consents as may be required by law) to sell, charge or otherwise dispose of property;
- 6.4 subject to Articles 8 to 10 below, to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- 6.5 subject to Articles 8 to 10 below, to engage and pay professional and other advisors;
- 6.6 to establish, fund or otherwise support any charitable trusts, associations or institutions formed for all or any of the Objects;
- 6.7 to initiate, organise and promote educational activities and events including meetings, courses, conferences and exchange visits for the purpose of furthering all or any of the Objects;
- 6.8 to publish, print, issue and circulate, gratuitously or otherwise, reports, periodicals, books, pamphlets, leaflets, press releases or other documents for the purpose of furthering all or any of the Objects;
- 6.9 to co-operate with and to exchange information and advice with any organisation or body established anywhere in the world (including, without prejudice to the generality of the foregoing, any non-governmental organisation and any statutory authority or body or agency of a state or of a national or local government) the activities of which in the opinion of the Trustees further all or any of the Objects;

- 6.10 to borrow money and give security for loans, but only in accordance with the Charities Act 1993, including any statutory modification or re-enactment of the same from time to time in force;
- 6.11 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
- 6.12 to invest funds in any manner, but only after obtaining such advice from a Financial Expert as the Trustees consider necessary, and having regard to the suitability of investments and the need for diversification;
- 6.13 to delegate the power of investment to a Financial Expert (who may be permitted to sub-delegate such power to another Financial Expert) but only in terms that:-
- 6.13.1 an investment policy is set down in writing for the Financial Expert by the Trustees;
- 6.13.2 every transaction is reported promptly to the Trustees;
- 6.13.3 the performance of the investments is reviewed regularly with the Trustees;
- 6.13.4 the Trustees are entitled to cancel the delegation at any time on the giving of reasonable notice to the Financial Expert;
- 6.13.5 the investment policy and the delegation are reviewed at least once per calendar year;
- 6.13.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 6.13.7 the Financial Expert shall not be permitted to do anything outside the powers of the Trustees;
- 6.14 to arrange for investments or other property of the Charity to be held in the name of a nominee company which will be acting under the control of the Trustees or of a Financial Expert appointed under the preceding provisions, and to pay any reasonable fee required;

- 6.15 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required;
- 6.16 to insure the property of the Charity against any foreseeable risk and to take out other insurance policies to protect the Charity when required;
- 6.17 to carry on a trade in the course of carrying out the Objects or ancillary to carrying out the Objects;
- 6.18 to incorporate subsidiary companies to carry on any trade which would, in the opinion of the Trustees, promote or assist with the promotion of the Objects, including by means of the raising of funds for the Charity;
- 6.19 to guarantee and provide security for the performance of contracts by any person or company;
- 6.20 to pay out of the Charity's funds the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity, or any liability to make a contribution to the assets of the Charity under section 214 of the Insolvency Act 1986 ("Section 214"), provided that no such insurance may be effected at the cost of the Charity if such insurance would cover:-
- 6.20.1 fines incurred by the Trustees; or
- 6.20.2 the costs of unsuccessfully defending a criminal prosecution for an offence arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustees; or
- 6.20.3 a liability resulting from the misconduct of the Trustees (or any of them) which the Trustee(s) in question knew (or must be assumed to have known) was contrary to the interests of the Charity or where the Trustee(s) in question did not care whether their conduct was in the interests of the Charity or not; or

- 6.20.4 a liability to make a contribution to the assets of the Charity under Section 214 where the Trustee(s) in question knew that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation, or were reckless as to whether there was any such prospect;
- 6.21 to pay out of the funds of the Charity the costs, charges and expenses incurred in or incidental to the formation and registration of the Charity;
- 6.22 to do all such other lawful things as are necessary for the achievement of the Objects.

**EXCLUSIVELY CHARITABLE APPLICATION OF FUNDS**

- 7 In Articles 8-11 below, where the context permits:
  - 7.1 references to the Charity shall be read as including any company any shares in which are held by the Charity, unless the Charity holds less than 1 per cent. of the issued share capital; and
  - 7.2 references to a Trustee shall be read as including any Related Person.
- 8 Subject to Articles 9 and 10 below, the income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the members of the Charity; and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity.
- 9 Article 8 above shall not prevent the payment by the Charity:
  - 9.1 of reasonable and proper remuneration for any goods or services provided to the Charity by any member of the Charity who is not a Trustee;
  - 9.2 of reasonable out-of-pocket expenses incurred by any Trustee or any member of the Charity;

- 9.3 of interest on money lent to the Charity by any Trustee or member of the Charity at a reasonable and proper rate per annum, not exceeding 2 per cent. less than the published base lending rate of a clearing bank to be selected by the Trustees;
- 9.4 of fees, remuneration or any other benefit in money or money's worth to any company of which a Trustee may also be a member holding less than 1 per cent. of the issued capital of that company;
- 9.5 of reasonable and proper rent for premises demised or let by any Trustee or any member of the Charity; or
- 9.6 of any sum which is required to be paid pursuant to the indemnity in Article 67.
- 10 Notwithstanding Article 8 above:
- 10.1 the Charity may pay the usual professional charges of any Trustee who is a solicitor, accountant or other person engaged in a profession, for professional services provided to the Charity by such Trustee, having been instructed by the Charity to act on its behalf; provided that at no time shall a majority of the Trustees benefit under this provision and provided also that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration is under discussion; and
- 10.2 the Charity may pay reasonable and proper remuneration to a Trustee (where such remuneration would not be authorised by Article 10.1 above) for any goods or services provided to the Charity by a Trustee under any contract of employment or contract for the provision of goods or services, provided that each of the conditions in Article 11 below is satisfied.
- 11 The conditions referred to in Article 10.2 above are as follows:
- 11.1 the remuneration or other sums paid to the Trustee shall not exceed such amount as is reasonable in all the circumstances;
- 11.2 the Trustee shall withdraw from any part of any meeting at which there is discussion of any matter relating to the Trustee's employment or remuneration, or any contract or arrangement for the provision of goods or services entered into or proposed to be entered into between the Trustee and the Charity, or any other matter relating to any

payment or benefit to the Trustee, and shall not be entitled to vote or count towards a quorum in respect of such matters;

11.3 before the Charity enters into any contract of employment or contract for the provision of goods or services with any Trustee, the other Trustees must be satisfied that it is in the interests of the Charity to do so, rather than enter into such an agreement or contract with someone who is not a Trustee;

11.4 the reason for the Trustees' decision to enter into any contract of employment or contract for the provision of goods or services with a Trustee shall be recorded in the minutes of the meeting; and

11.5 at no time shall a majority of the Trustees benefit under Article 10.2 above.

#### **LIABILITY OF MEMBERS**

12 The liability of the members is limited.

13 Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

#### **MEMBERSHIP OF THE CHARITY**

14 The first Members shall be the Subscribers. Any other individual or organisation may be admitted as a Member if his or its application for membership of the Charity is approved by the Trustees and is in accordance with any Rules then in force in relation to membership of the Charity.

15 An individual's or organisation's membership of the Charity shall be terminated if:

15.1 the Member dies or ceases to exist;

- 15.2 the Member fails to pay the Subscription Fee within 30 days of being notified by the Charity that the fee is due;
- 15.3 the Member resigns by written notice to the Charity unless, after the resignation, there would be no remaining Members; or
- 15.4 the Trustees resolve that it would be in the best interests of the Charity for the Member to be removed as a member of the Charity, provided that:
- 15.4.1 the Member has been given at least twenty-one Clear Days' notice in writing of the proposed resolution and the reason(s) why it has been proposed;
- 15.4.2 the Member, or if he or it wishes a representative, has been allowed to make representations to the Trustees regarding the proposed resolution; and
- 15.4.3 the removal would not cause there to be no remaining Members.

#### **REPRESENTATION OF MEMBERS**

- 16 Any organisation that is a Member may nominate an individual to act as its authorised representative, to attend general meetings and vote on behalf of the organisation. No such individual shall be entitled to represent the organisation unless written notice of such nomination has been received by the Charity. Where such notice has been received, the individual may represent the organisation, and may exercise the same powers on behalf of the organisation as he could exercise if he were an individual Member, until written notice to the contrary is received by the Charity. Any such notice received by the Charity shall be conclusive evidence that the individual is or is not (as the case may be) entitled to represent the organisation.

#### **CALLING OF GENERAL MEETINGS**

- 17 The Trustees may, whenever they think fit, call a general meeting and shall do so upon a requisition made in accordance with the Companies Legislation. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any Member may call a general meeting.

18 General meetings shall be called by at least fourteen Clear Days' notice, although a general meeting may be called by shorter notice if it is so agreed by all the Members entitled to attend and vote.

19 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. The notice shall be given to all of the Members and to the Trustees and auditors.

20 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

### **QUORUM FOR GENERAL MEETINGS**

21 No business shall be transacted at any general meeting unless a quorum is present. A quorum shall be two individuals entitled to vote upon the business to be transacted, each being a Member or, in the case of a Member which is an organisation, an authorised representative of that organisation, or, if there is at any time only one Member, that Member or, if it is an organisation, its authorised representative.

22 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine, acting by majority.

### **CHAIRING OF GENERAL MEETINGS**

23 The chairman, if any, of the Trustees or in his absence some other Trustee nominated by the Trustees shall preside as chairman of the meeting, but if neither the chairman nor such other Trustee (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chairman and, if there is only one Trustee present and willing to act, he shall be chairman.

24 If no Trustee is willing to act as chairman, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.

## **PROCEEDINGS AT GENERAL MEETINGS**

25 Any Trustee shall, notwithstanding that he may not be a Member, be entitled to attend and speak at any general meeting.

26 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

## **VOTING IN GENERAL MEETINGS**

27 Every Member shall have one vote.

28 A resolution put to the vote of a meeting shall be decided on a show of hands unless a poll is duly demanded before, or on the declaration of the result of, the show of hands. Subject to the provisions of the Companies Legislation, a poll may be demanded:

28.1 by the chairman; or

28.2 by at least two Members having the right to vote at the meeting; or

28.3 by a Member or Members representing not less than one tenth of the total voting rights of all the Members having the right to vote at the meeting.

29 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

30 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

31 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Trustees or Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

32 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

33 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

34 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

#### **WRITTEN RESOLUTIONS OF MEMBERS**

35 Subject to the Companies Legislation, any resolution in writing agreed by a simple majority of the Members who would have been entitled to vote on it if it had been proposed in a general meeting shall be effective, provided that the proposed resolution is sent to every Member who would have been so entitled. A resolution in writing may comprise several documents in the same form, to which one or more Members have signified their agreement. In the case of a Member that is an

organisation, its agreement shall be signified, if at all, by the signature of its authorised representative.

### **TRUSTEESHIP OF THE CHARITY**

36 There must at all times be at least three Trustees. Unless otherwise determined by ordinary resolution, the number of Trustees shall not be subject to any maximum.

37 The first Trustees shall be the Subscribers.

### **APPOINTMENT OF TRUSTEES**

38 The Trustees may appoint any individual aged 16 years or older who is willing to act as a Trustee, either to fill a vacancy or as an additional Trustee, provided that:

38.1 the appointment does not cause the number of Trustees to exceed any number fixed in accordance with Article 36 above as the maximum number of Trustees; and

38.2 the individual is not incapable and has not been disqualified from acting as a director under any provision of the Companies Legislation or from acting as a charity trustee under section 72 of the 1993 Act.

39 Any Trustee shall hold office until he ceases to do so under Article 40 below.

### **DISQUALIFICATION AND REMOVAL OF TRUSTEES**

40 A Trustee shall cease to hold office if:

40.1 he resigns his office by notice to the Charity, but only if at least three Trustees will remain in office when the notice of resignation is to take effect;

40.2 the Trustees resolve that he should be removed as a Trustee, but only if all of the other Trustees (and not merely those present in the meeting) vote in favour of the removal, and at least three Trustees will remain in office when such removal is to take effect;

40.3 he ceases to be or is removed as a director of the Charity or is disqualified from acting as a director under any provision of the Companies Legislation, or is disqualified from acting as a charity trustee under section 72 of the 1993 Act; or

40.4 he becomes incapable.

### **POWERS OF TRUSTEES**

41 Subject to the provisions of the Companies Legislation and these Articles, and to any directions given by special resolution, the business of the Charity shall be managed by the Trustees, who may exercise all the powers of the Charity. No alteration of the Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

42 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles, the Trustees shall have the following powers:

42.1 to enter into contracts on behalf of the Charity;

42.2 to expend the funds of the Charity in such manner as they shall consider most beneficial for the achievement of the objects of the Charity; and

42.3 to invest in the name of the Charity such part of the funds as they may see fit and to direct the sale of any such investments.

### **TRUSTEES' EXPENSES**

43 The Trustees may, for the avoidance of doubt, be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or otherwise in connection with the discharge of their duties.

## **APPOINTMENT OF TRUSTEES TO OTHER OFFICES**

- 44 The Trustees may appoint one or more of their number to any unremunerated executive office of the Charity. Any such appointment may be made upon such terms as the Trustees determine. Any appointment of a Trustee to an executive office shall terminate if he ceases to be a Trustee, unless the Trustees resolve otherwise.

## **TRUSTEES' INTERESTS**

- 45 Except to the extent permitted by any other provisions of these Articles, no Trustee shall take or hold any interest in property belonging to the Charity, or receive remuneration from the Charity, or be interested otherwise than as a Trustee or as a director of a Subsidiary in any contract to which the Charity is a party.

- 46 The duty to avoid conflicts of interest in section 175 of the 2006 Act shall not apply to a conflict of interest arising in relation to:

- 46.1 any existing or proposed contract or arrangement for the employment or remuneration of a Trustee by the Charity, provided that the contract or arrangement is permitted under Article 10, or would be so permitted if it was entered into; or

- 46.2 any existing or proposed office of a Trustee as a director of a Subsidiary, provided that due account has been taken of any guidance issued by the Commission from time to time regarding the appointment of charity trustees as directors of trading subsidiaries.

- 47 The Trustees may by resolution passed in a meeting authorise any other matter if it would or might otherwise involve a breach by a Trustee of the duty referred to above, provided that:

- 47.1 the Trustees reasonably believe authorisation of the matter to be in the best interests of the Charity;

- 47.2 the quorum requirement for meetings of the Trustees would be met, even if the presence in the meeting of the Trustee in question and any other Trustee with an interest in the matter were disregarded; and

47.3 authorisation of the matter is agreed to without voting by the Trustee in question or any other Trustee with an interest in the matter, or would be agreed to even if their votes were not counted.

### **PROCEEDINGS OF TRUSTEES**

48 Subject to the other provisions of these Articles, the Trustees may regulate their proceedings as they think fit. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.

49 The quorum for the transaction of business by the Trustees may be fixed by the Trustees but shall not be less than one third of their number or two Trustees, whichever is the greater.

50 The Trustees may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.

51 The Trustees may appoint one of their number to be the chairman of their meetings and may at any time remove him from that office. Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of Trustees at which he is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting.

52 The Trustees may appoint one or more sub-committees consisting of three or more Trustees for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a sub-committee, provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Trustees.

53 All acts done by a meeting of Trustees, or of a committee of Trustees, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

#### **TRUSTEES' MEETINGS BY TELEPHONE AND OTHER MEDIA**

54 A Trustee may participate in a meeting of the Trustees by telephone, video conference or email. A Trustee so participating in a meeting shall be counted when determining whether a quorum is present and may vote on any resolution put to the Trustees as if he or she were physically present in the meeting. A meeting of the Trustees in which all of the Trustees participate by telephone, video conference or email shall be validly held provided that a quorum is present and the other provisions of the Articles are complied with.

55 For the purposes of Article 54 above, a Trustee shall be regarded as participating in a meeting by telephone or video conference if he or she can hear and be heard by each of the other Trustees who are participating in that meeting (whether they are participating by telephone, video conference or in person); and a Trustee shall be regarded as participating in a meeting by email if he or she has read all proposed resolutions (whether by email or otherwise) and has had reasonable opportunity to discuss such proposed resolutions with the other Trustees (whether by email or otherwise) and can at the relevant time communicate by email with each of the other Trustees who are participating in the meeting (whether they are participating by email, in person or otherwise).

#### **WRITTEN RESOLUTIONS OF TRUSTEES**

56 A resolution in writing, signed by all of the Trustees entitled to receive notice of a meeting of Trustees, shall be as valid and effective as if it had been passed at a meeting of Trustees duly convened and held; and a resolution in writing of a committee of the Trustees shall likewise be valid and effective if signed by all of the Trustees entitled to receive notice of that meeting. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees.

## **SECRETARY**

57 Subject to the provisions of the Companies Legislation, any Secretary shall be appointed by the Trustees for such term, at such remuneration (if not a Trustee) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

## **MINUTES**

58 The Trustees shall keep minutes in books kept for the purpose:

58.1 of all appointments of officers made by the Trustees; and

58.2 of all proceedings at meetings of the Charity and of the Trustees and of committees of Trustees including the names of the Trustees present at each such meeting.

## **THE SEAL**

59 The Seal shall only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

## **ACCOUNTS**

60 Accounts shall be prepared, where required, in accordance with the Companies Legislation and submitted to the Commission, where required, in accordance with the 1993 Act.

## **ANNUAL FILINGS**

61 The Trustees shall comply with their obligations under the 1993 Act with regard to the preparation of an annual report and an annual return, and the submission of such documents to the Commission.

## **NOTICES**

62 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.

63 The Charity may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his Address or by leaving it at that Address, or by sending it using any commonly-used form of electronic communication to the Member's Address. A Member whose registered Address is not within the United Kingdom and who gives to the Charity an Address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that Address, but otherwise no such Member shall be entitled to receive any notice from the Charity.

64 A Member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

65 Proof that an envelope containing a notice was properly addressed, prepaid and posted, or proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or the electronic communication containing it was sent.

## **BANK ACCOUNTS**

66 Any bank account in which any part of the assets of the Charity is deposited shall be operated by or shall be under the control of the Trustees and shall indicate the name of the Charity. All cheques and orders for the payment of money from such account shall be signed by at least two Trustees.

## **TRUSTEES' INDEMNITY**

67 To the extent permitted by sections 232 to 234 of the 2006 Act, every Trustee or former director of the Charity or other officer or auditor of the Charity shall be

indemnified out of the assets of the Charity against any liability incurred by him or it in that capacity.

## **RULES**

- 68 The Trustees may from time to time make such rules as they may deem necessary, expedient or convenient for the proper conduct and management of the Charity; and in particular but without prejudice to the generality of the foregoing, they may by such rules regulate:
- 68.1 the admission of Members (including the admission of organisations to membership) and the terms and conditions of membership;
- 68.2 the conduct of Members in relation to one another, and to the Charity's employees;
- 68.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
- 68.4 the procedure at general meetings and meetings of the Trustees and committees of the Trustees in so far as such procedure is not regulated by the Articles or the Companies Legislation; and
- 68.5 generally, all such matters as are commonly the subject matter of company rules.
- 69 No Rule shall be effective if it would be inconsistent with, or would affect or repeal anything contained in, the Articles. Subject to that, any Rule shall be binding on the Members and the Trustees shall adopt such means as they think sufficient to bring the Rules to the notice of the Members.

## **AMENDMENTS**

- 70 Amendments cannot be made to Articles 5, 6.18, 8, 9, 10, 11 above or Article 71 below without the prior written consent of the Commission.

## **DISSOLUTION**

71            If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property, such remaining property shall not be paid to or distributed among the members of the Charity, but shall be transferred to one or more Qualifying Charities nominated in writing by the members, acting by majority, before or at the time of the Charity's winding-up or dissolution, and if more than one then in such shares as shall be so nominated by the members. Subject to any such nomination the remaining property shall be applied for exclusively charitable purposes as directed by the Commission, and subject to that as directed by the courts of England and Wales.