

## THE COMPANIES ACTS 1985 & 2006

### COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

#### MEMORANDUM OF ASSOCIATION OF

#### **WOMEN'S SPORT AND FITNESS FOUNDATION**

*(Amended by Special Resolution dated 10 December 2009)*

- 1 The name of the Company (hereinafter called "the Company") is Women's Sport and Fitness Foundation.
- 2 The registered office of the Company shall be situated in England and Wales.
- 3 The objects for which the Company is established are:
  - A) the provision or assistance in the provision, in the interests of social welfare, of sport and leisure facilities and opportunities for women and girls and which will improve their conditions of life by promoting their physical, mental and social well-being; and
  - B) the promotion and advancement of the education of women in management and sports related job skills.
- 4 The Company shall have the following powers exercisable in furtherance of its said objects but not further or otherwise, namely:
  - (a) to promote and influence sports policy, practice and culture in the United Kingdom for the benefit of all women and girls;
  - (b) to present, promote, organise, provide, manage and produce, training courses, sporting events, films and videos, productions, broadcasts, concerts, musical pieces, entertainments, tours, exhibitions, tutorials, seminars, workshops, whether on any premises of the Company or elsewhere;
  - (c) to coordinate and work with other agencies or bodies having similar aims and encourage the provision and development of appropriate support and educational services;
  - (d) to undertake or sponsor research and to promote the useful results thereof and to act as advocates in cases where women are suffering discrimination;
  - (e) to procure to be written, printed, published and issued gratuitously or otherwise such papers, books, pamphlets, newsletters, magazines or other documents as shall further the above objects;
  - (f) 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 Company;
  - (g) to employ staff and/or agents, and to make provision for the proper remuneration of any such

persons (provided they are not Trustees) including power to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows widowers and other dependants;

- (h) subject to such consents as may be required by law to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary for the promotion of its object and to construct, maintain and alter any buildings or erections necessary for the work of the Company;
- (i) subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought necessary for the promotion of its objects;
- (j) to undertake and execute any charitable trusts which may lawfully be undertaken by the Company and may be necessary for its objects;
- (k) subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit PROVIDED ALWAYS that the Company shall undertake no permanent trading activities in raising funds to achieve its charitable objects;
- (l) to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (m) to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects;
- (n) to establish, operate and maintain or to cooperate with others in establishing, operating and maintaining at such places as may be deemed appropriate by the Company any dining and refreshment rooms, stalls and facilities for the Supply thereof of food drink and refreshments in furtherance of the objects PROVIDED THAT such food, drink or refreshments shall only be available to persons participating in the activities of the Company;
- (o) to insure and arrange insurance cover for and to indemnify its officers servants voluntary workers and members, from and against all such risks as the Company may from time to time think fit; and

to do all such other lawful things as shall further any or all of the above objects.

#### PROVIDED THAT

- (1) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such a manner as allowed by law, having regard to such trusts.
- (2) The objects of the Company shall not extend to the regulation of relations between employers and workers or organisations of employers and organisations of workers.

(3) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Trustees shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Trustees have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the High Court of Justice or the Charity Commissioners over such Trustees, but they shall as regards to any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

5 The income and property of the Company whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus otherwise howsoever by way of profit, to the members of the Company.

PROVIDED THAT nothing herein shall prevent the payment, in good faith by the Company:

- (A) of reasonable and proper remuneration for any services rendered to the Company to any member, officer or employee of the Company;
- (B) of the usual professional charges for business done by a Trustee who is a solicitor, accountant or other person engaged in a profession or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner, is under discussion;
- (C) of interest on money lent by any member of the Company or of a Trustee at a rate per annum not exceeding 2% less than the base lending rate of a clearing bank to be selected by the Trustees;
- (D) of reasonable and proper rent for premises demised or let by any member of the Company or by a Trustee;
- (E) of fees remuneration or other benefit in money or money's worth to a company of which a Trustee may be a member holding not more than one hundredth part of the issued capital of such company; and
- (F) of the payment 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 company PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of duty or breach of trust or not.

- 6 The liability of the members is limited.
- 7 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £10) to the assets of the Company, 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 debts and liabilities of the Company 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.
- 8 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions the governing instrument of which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof such institution or institution to be determined by the members of the Company at or before the time of dissolution.
- 9 No additions, alterations or amendments shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Charity Commissioners for England and Wales.

**THE COMPANIES ACTS 1985 & 2006**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING  
A SHARE CAPITAL**

**NEW ARTICLES OF ASSOCIATION  
OF**

**WOMEN'S SPORT AND FITNESS FOUNDATION**

*(Amended by special resolutions dated 10 December 2009 and 18 July 2013)*

**1 INTERPRETATION**

**1 1 In these Articles**

"the Act" means the Companies Act 2006,

"the Articles" means these Articles of Association,

"Board of Trustees" means the body of Trustees, being the management committee of the Company,

"Chair" means the chair of the Board of Trustees and "chair" means the person who chairs any meeting,

"clear days" in relation to the period of a notice means the period excluding the day 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,

"Commission" means the Charity Commission for England and Wales,

"Company" means the company intended to be regulated by these Articles,

"electronic form", "electronic means", "hard copy form" and "hard copy" have the meanings set out in section 1168 of the Act,

"executed" includes any mode of execution,

"Memorandum" means the Memorandum of Association of the Company,

"office" means the registered office of the Company,

"Rules" means the rules or standing orders made pursuant to Article 21,

"secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary,

"Trustee" means a member of the Board of Trustees being a director of the Company and "Trustees" means all the members of the Board of Trustees,

"the United Kingdom" means Great Britain and Northern Ireland.

**1 2 Words importing the singular only shall include the plural and words importing natural persons shall include also corporations.**

1 3 Subject as aforesaid, words or expressions contained in the Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

1 4 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

## 2 MEMBERS

2 1 Members must be Trustees of the Company.

2 2 Membership of the Company is not transferable.

## 3. TERMINATION OF MEMBERSHIP

Membership is terminated if the member concerned ceases to be a Trustee.

## 4 GENERAL MEETINGS

4 1 The Company shall hold an annual general meeting once in each calendar year at such time and place as the Board of Trustees shall determine. An annual general meeting must be held not more than fifteen months after the holding of the preceding annual general meeting. All general meetings other than annual general meetings shall be called extraordinary general meetings.

4 2 At an annual general meeting the members:

4 2 1 receive the accounts of the Company for the previous financial year,

4 2 2 receive the Trustees' report on the Company's activities since the previous annual general meeting,

4 2 3 elect Trustees to fill the vacancies arising,

4 2 4 appoint auditors for the Company,

4 2 5 discuss and determine any issues of policy or deal with any other business put before them by the Board of Trustees.

4 3 The Board of Trustees may call general meetings.

## 5 NOTICE OF GENERAL MEETINGS

5 1 Subject to the provisions of the Act, an annual general meeting and an extraordinary general meeting shall be called by at least 14 clear days notice but a general meeting may be called by shorter notice if it is so agreed by a majority of members having a right to attend and vote, together holding not less than 90 per cent of the total voting rights.

5.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

5.3 The notice shall be given to all the members and to the Trustees and auditors.

5 4 The accidental omission to give notice of a meeting to, or the non-receipt of notice by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

## **6 PROCEEDINGS AT GENERAL MEETINGS**

- 6 1 No business shall be transacted at any general meeting of members unless a quorum is present. There is a quorum at a general meeting if the number of members present in person or by their authorised representatives is three or one-third of the total number of members for the time being, whichever is the greater.
- 6 2 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 Board of Trustees may determine and those members with power to vote present at that meeting shall be deemed to form a quorum.
- 6 3 The Chair or, failing him or her, any other Trustee chosen by the Board of Trustees shall chair a general meeting.
- 6 4 The chair 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 adjournment not taken place. When a meeting is adjourned for 14 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.
- 6 5 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- 6 5 1 by the chair, or
- 6 5 2 by at least two members having the right to vote at the meeting, or
- 6 5 3 by members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 6 6 Unless a poll is duly demanded, a declaration by the chair 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.
- 6 7 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair. 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.
- 6 8 A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be 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.
- 6 9 In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.
- 6 10 A poll demanded on the election of a chair 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 chair directs not being more than 30 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.

- 6 11 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.

## **7 VOTES OF MEMBERS**

- 7 1 Subject to Article 6 9, every member shall have one vote.

- 7 2 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 before the close of the meeting shall be referred to the chair whose decision shall be final and conclusive.

- 7 3 Any organisation which is a member of the Company may by resolution of its management committee or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he or she represents as the organisation could exercise if it were an individual member of the Company.

- 7 4 A vote given or poll demanded by the duly authorised representative of a member organisation 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 Company at the office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

- 7 5 Any member of the Company entitled to attend and vote at a general meeting shall be entitled to appoint another person (whether a member or not) as his or her proxy to attend and vote instead of him or her. Any proxy so appointed shall have the same right as the member to speak at the meeting.

- 7 6 The appointment of a proxy shall be signed by the member or by his or her attorney duly authorised in writing, or, if the member is a corporation, either under seal or signed by an officer or attorney duly authorized. A proxy need not be a member of the Company.

- 7 7 The appointment of a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority may:

- 7 7 1 in the case of an instrument in writing, be deposited at the office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid, or

7 7 2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

- (a) in the notice convening the meeting, or
- (b) in any instrument of proxy sent out by the Company in relation to the meeting, or
- (c) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at the address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,

7 7 3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or

7 7 4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the secretary or to any Trustee, and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

In this Article, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.

7 8 The appointment of a proxy shall be in the following form or any form decided by the Board of Trustees from time to time-

*"Company name*

I/We of being a member/members of the above named Company, hereby appoint of or failing him or her of as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on the day of 20 , and at any adjournment thereof

Signed this day of 20 "

7 9 Where it is desired to give members an opportunity of voting for or against a resolution the appointment of a proxy shall be in the following form or a form as near thereto as circumstances admit -

*"Company name*

I/We of being a member/members of the above named Company, hereby appoint of or failing him or her of as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on the day of 20 , and at any adjournment thereof

Signed this day of 20

This form is to be used \*in favour of the resolution against

Unless otherwise instructed, the proxy will vote as he or she thinks fit \* *Strike out whichever is not desired* ".

7 10 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

## 8 THE BOARD OF TRUSTEES; NOMINATIONS AND RETIREMENT OF TRUSTEES

8 1 The Company shall be managed by the Board of Trustees. The Trustees, as members of the Board of Trustees, shall have general management and control of the affairs and assets of the Company. The Trustees shall be both the directors of the Company for the purposes of the Act and charity trustees for the purposes of the Charities Act, 1993. The Trustees must act reasonably and prudently in all matters relating to the Company and must always bear in mind the interests of the Company to the exclusion of personal prejudices and interests.

8 2 The Board of Trustees will comprise individuals elected by the members in general meeting and individuals co-opted by the Board of Trustees under Article 8 12.

8 3 Unless otherwise determined by ordinary resolution of the Company, the number of Trustees shall be not less than three nor more than fifteen. The Board of Trustees shall determine the number of Trustees, within the aforesaid limits, from time to time, and the Board of Trustees shall as far as possible ensure that Trustees are elected or appointed in accordance with the remaining provisions of this Article.

8 4 Every Trustee must be or become a member of the Company. Every Trustee must sign a declaration of willingness to act as a charity trustee of the Company before he or she is eligible to vote at any meeting of the Board of Trustees. On ceasing to be a Trustee, a Trustee shall cease to be a member.

8 5 At each annual general meeting one-third of the directors or, if their number is not three or a multiple of three, the number nearest to one-third, must retire from office. If there is only one director he or she must retire.

8 6 The directors to retire by rotation shall be those who have been longest in office since their last appointment. If any directors became or were appointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

8 7 A Trustee may hold office for a maximum period of nine years. At the annual general meeting following the ninth year after the date of the Trustee's appointment, the Trustee must retire from office.

8 8 If a director is required to retire at an annual general meeting by a provision of the articles the retirement shall take effect upon the conclusion of the meeting.

- 8 9 No person shall be elected or re-elected a Trustee at any general meeting unless:
- 8 9 1 he or she is recommended by the Board of Trustees, or
  - 8 9 2 not less 14 nor more than 35 clear days' before the date appointed for the meeting, a notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for election or re-election stating the particulars which would, if he or she were so elected or re-elected, be required to be included in the Company's register of Trustees together with a notice executed by that person of his or her willingness to be elected or re-elected.
- 8 10 No person may be elected or appointed as a Trustee:
- 8 10 1 unless he or she has attained the age of 18 years, or
  - 8 10 2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of Article 10.
- 8 11 Not less than seven nor more than 28 clear days' before the date appointed for holding a general meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person who is recommended by the Trustees for election or re-election as a Trustee at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him or her at the meeting for election or re-election as a Trustee. The notice shall give the particulars of that person which would, if he or she were so elected or re-elected, be required to be included in the Company's register of Trustees.
- 8 12 Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee.
- 8 13 The Trustees may appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees. A Trustee so appointed shall hold office only until the following annual general meeting. If not reappointed at such annual general meeting, he or she shall vacate office at the conclusion thereof.

## 9 POWERS OF THE BOARD OF TRUSTEES

- 9 1 In addition to all the powers hereby conferred on it and without detracting from the generality of their powers under the Articles, the Board of Trustees has the following powers in the administration of the Company:
- 9 1 1 to expend the funds of the Company in such manner as it shall consider most beneficial for the achievement of the Objects and to invest in the name of the Company such part of the funds as it may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Company,
  - 9 1 2 to enter into contracts on behalf of the Company,
  - 9 1 3 subject to Article 8 12, to appoint any person who is willing to act to be a Trustee,
  - 9 1 4 to elect a Chair,

- 9 1 5 to delegate any of its functions to sub-committees and to define the terms of reference of any sub-committee and determine its composition and the duration of its activities. All proceedings of sub-committees must be reported promptly to the Board of Trustees,
  - 9 1 6 to make rules in accordance with Article 21 (consistent with the Memorandum, these Articles and the Act) to govern proceedings at general meetings, proceedings at meetings of the Board of Trustees and any sub-committee, and to govern the administration of the Company,
  - 9 1 7 to establish procedures to assist the resolution of disputes within the Company,
  - 9 1 8 to exercise the Company's power to borrow money and, subject always to the Charities Act 1993, to mortgage or charge its undertaking and property, or any part thereof, and to issue any securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party subject to such consents as may be required by law, and
  - 9 1 9 to exercise any powers of the Company which are not reserved to a general meeting.
- 9.2 In the exercise of these powers the Trustees shall be always be mindful that they are charity trustees within the definition of Section 97 of the Charities Act 1993 as the persons having the general management and control of the administration of a charity.

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

- 10 1 A Trustee shall cease to hold office if he or she:
- 10 1 1 ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of Section 72 of the Charities Act 1993,
  - 10 1 2 is disqualified from acting as a director,
  - 10 1 3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs,
  - 10 1 4 resigns his or her office by notice to the Company (but only if at least two Trustees will remain in office when the notice of resignation is to take effect), or
  - 10 1 5 is absent without the permission of the Board of Trustees from all their meetings held within a period of six months and the Board of Trustees resolve that his or her office be vacated.
- 10 2 The majority of the members may by resolution remove any Trustee before the expiration of his or her period of office notwithstanding anything in the Articles or in any agreement between the Company and such Trustee PROVIDED THAT:
- 10 2 1 not less than 28 days notice of the intention to propose such resolution shall be given to the Company at the office signed by not less than one third of the Trustees for the time being,
  - 10 2 2 the Company shall send forthwith to the Trustee concerned a copy of such notice, and the Trustee shall have the right to be heard at the Board of Trustees meeting at which the resolution is put and to make a written statement of reasonable

length which, if received in time, must be circulated by the Company with the notice of the meeting, and if not sent out, the Trustee may require it to be read to the meeting.

- 10 3 Any Trustee removed pursuant to clause 10 2 shall automatically cease to be a member.
- 10 4 No person shall be disqualified from being or becoming a Trustee by reason of his or her attaining or having attained the age of 70 years or any other age.

## 11 **TRUSTEES' EXPENSES**

The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board of Trustees or sub-committees or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

## 12 **TRUSTEES' INTERESTS**

Except to the extent permitted by clause 5 of the Memorandum or by the Rules, no Trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party.

## 13 **PROCEEDINGS OF THE BOARD OF TRUSTEES**

- 13 1 Subject to the provisions of the Articles, the Board of Trustees may regulate its proceedings as it thinks fit. A Trustee may, and the secretary at the request of a Trustee shall, call a meeting of the Board of Trustees. Notice of any meeting shall be given to all Trustees, but 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 chair shall have a second or casting vote.
- 13 2 A quorum at a meeting of the Board of Trustees is three or one-third of the number of Trustees for the time being whichever shall be the greater number.
- 13 3 A meeting of the Board of Trustees may be held either in person or by suitable electronic means agreed by the Board of Trustees in which all participants may communicate with all the other participants at the same time.
- 13 4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 13 5 Every issue shall be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
- 13 6 Except for the chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 13 7 A procedural defect of which the Board of Trustees is unaware at the time does not invalidate decisions taken at a meeting.
- 13 8 The Board of Trustees may act notwithstanding any vacancies in the number of Trustees,

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

- 13 9 Any bank account in which any part of the assets of the Company is deposited shall be operated by the Board of Trustees and shall indicate the name of the Company. All cheques and orders for the payment of money from such account shall be signed in accordance with the Company's finance policy from time to time.

#### 14 **SECRETARY**

The secretary shall be appointed by the Board of Trustees for such term, at such remuneration (if not a Trustee) and upon such conditions as they think fit, and any secretary so appointed may be removed by them. The Secretary must attend all meetings of the Board of Trustees.

#### 15 **MINUTES**

- 15.1 The Board of Trustees shall keep minutes in books kept for the purpose:

15 1 2 of all appointments of officers made by the Board of Trustees, and

15 1 2 of all proceedings at meetings of the Company and of the Board of Trustees and of sub-committees including the names of the Trustees present at each such meeting.

#### 16 **ACCOUNTS**

- 16 1 Accounts shall be prepared in accordance with the provisions of the Act and with the Charities Act 1993 and the latest relevant SORP requirements.

- 16 2 Accounting records relating to the Company must be made available for inspection by any Trustee at any reasonable time during normal office hours.

- 16.3 A copy of the Company's latest available statement of account must be supplied, in paper form or using electronic communication, on request to any Trustee, or to any other person who makes a written request and pays the Company's reasonable costs, within two months.

#### 17. **ANNUAL REPORT**

The Board of Trustees shall comply with their obligations under the Charities Act 1992 with regard to the preparation of an annual report and its transmission to the Commission.

#### 18 **ANNUAL RETURN**

The Board of Trustees shall comply with their obligations under the Charities Act 1992 with regard to the preparation of an annual return and its transmission to the Charity Commissioners.

#### 19 **NOTICES AND COMMUNICATIONS**

- 19 1 Any notice, document or information to be given to the Company pursuant to the Articles shall be in writing and subject to the provisions of the Act may be given in hard copy form

or (if the Company agrees) in electronic form.

19 2 Any notice, document or information to be given by the Company pursuant to the Articles shall be in writing and subject to the provisions of the Act may be given in hard copy form, in electronic form or by making it available on a website.

19 3 Any notice, document or information may only be given:

19 3 1 in electronic form, where the recipient has agreed that it may be sent in that form and has not revoked that agreement and has specified an address to receive notices, documents or information in electronic form; or

19 3 2 by means of a website, where the recipient has agreed that it may be sent in that form and has not revoked that agreement.

19 4 Where a notice, document or information is sent or supplied under the Articles:

19 4 1 by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving service or delivery it shall be sufficient to prove that such envelope was properly addressed;

19 4 2 by electronic means, service or delivery shall be deemed to be effected on the day after the day on which it is sent or supplied;

19 4 3 by means of a website, service or delivery shall be deemed to be effected when:

(a) the material is first made available on the website; or

(b) if later, when the recipient receives notification of the fact that the material is available on the website.

19 5 A member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

## 20 **INDEMNITY**

Subject to the provisions of the Act, every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

## 21 **RULES**

21 1 The Board of Trustees may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye-laws regulate:

21 1 1 the admission and classification of members of the Company (including the admission of organisations to membership) and the rights and privileges of such

members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members,

- 21 1 2 the conduct of members of the Company in relation to one another, and to the Company's employees and volunteers,
  - 21 1 3 the procedure at general meetings and meetings of the Board of Trustees and sub-committees of the Board of Trustees in so far as such procedure is not regulated by the Articles,
  - 21 1 4 the criteria for the selection and appointment of Trustees by reference to the type and range of skills, knowledge and experience that the Board of Trustees believes to be required for the governance of the Company,
  - 21 1 5 generally, all such matters as are commonly the subject matter of company rules.
- 21 2 The Company in general meeting shall have power to alter, add to or repeal the rules or bye-laws and the Board of Trustees shall adopt such means as it thinks sufficient to bring to the notice of members of the Company all such rules or bye-laws, which shall be binding on all members of the Company PROVIDED THAT no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum or the Articles.

## 22 **ALTERATION TO MEMORANDUM AND ARTICLES OF ASSOCIATION**

No alteration shall be made which would have the effect of causing the Company to cease to be a charity at law. No such alteration shall take effect without the written consent of the Commission.