

Company Number 02115499

Charity Number 296645

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# Alzheimer's Society Articles of Association

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## Interpretations

### 1. In these Articles:

<b>“Address”</b>	means a postal address or, for the purposes of electronic communication, a fax number, email address or telephone number for receiving text messages;
<b>“Articles”</b>	means the charity’s articles of association;
<b>“Chair”</b>	means the Chair of the Trustees appointed in accordance with article 55;
<b>“the Charity”</b>	means the above-named charity;
<b>“Charities Legislation”</b>	means the Charities Acts 1992, 2011 and 2022 and the Charities (Accounts and Reports) Regulations 2008 as amended, restated or re-enacted from time to time;
<b>“Charities Act”</b>	means the Charities Act 2011;
<b>“Clear Days”</b>	in relation to the period of notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is take effect;
<b>“Companies Acts” or “the Act”</b>	means the Companies Acts (as defined in section 2 of the Companies Act 2006) in so far as they apply to the Charity;
<b>“Conflict of Interest”</b>	any direct or indirect interest of a Trustee (whether personal or by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Charity;
<b>“Connected Person”</b>	mans any person falling within one of the following categories and where payment to that person might result in the Trustee obtaining benefit (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, or (b) any other person in a relationship with a Trustee which may reasonably regarded as equivalent to such a relationship or (c) any company or firm of which a Trustee is a paid director, partner or employee, or shareholder holding more than 1% of the capital;
<b>“Document”</b>	includes, unless otherwise stated, any document sent or supplied in electronic form;
<b>“Electronic means”</b>	has the meaning given in section 1168 of the Companies Act 2006;
<b>“Financial Expert”</b>	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
<b>“Indemnity insurance”</b>	means insurance against personal liability incurred by any Trustee or other officer (other than any person engaged by the Charity as auditor) for an act or omission which is or is

alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,

- “Member”** has the meaning given in section 112 of the Companies Act 2006 and as detailed under ‘Membership’ in these Articles;
- “Model Articles”** means the model articles of association for a private company limited by guarantee set out in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI2008/3229);
- “Objects”** means the Charity’s objects set out in article 3;
- “Person”** means, unless the context requires otherwise, a natural person, unincorporated body, firm, partnership, corporate body or the nominee of an unincorporated body, firm, partnership or corporate body;
- “Rules”** has the meaning as detailed under ‘Rules’ in article 64 in these Articles;
- “Secretary”** means any person appointed to perform the duties of the Secretary of the Charity;
- “Trustee”** means a trustee of the Charity and “Trustees” means the directors of the company;
- “Vice-Chair”** means the Chair of the Trustees appointed in accordance with article 57;
- “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;
- “Year”** means, unless the context states otherwise, a calendar year.

2. In these Articles, unless the context indicates another meaning:
- (a) expressions not otherwise defined which are defined in the Companies Act have the same meaning;
  - (b) 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;
  - (c) use of the singular includes the plural and vice versa.

## **OBJECTS**

3. The Charity’s Objects are:
- (a) to relieve and treat and promote the relief and treatment of people with Alzheimer’s disease and other dementias and to provide support for such persons, their families and carers;

- (b) to promote, support and carry out research, and to disseminate the results of such research for the public benefit into the cause and possible cures whether partial or complete, and the possible prevention of the said disease and other dementias.

## **POWERS**

- 4. The Charity has the following powers, which may be exercised only in promoting the Objects:
  - (a) to provide advice or information;
  - (b) to carry out campaigning and advocacy, provided that the Trustees are satisfied that any proposed campaigning and advocacy will further the Objects to an extent justified by the resources committed and that such activity is not the dominant means by which the Charity promotes the Objects;
  - (c) to carry out research and to publish and distribute the useful results;
  - (d) to provide, publish or distribute information;
  - (e) to advertise in such manner as may be thought expedient;
  - (f) to co-operate with other bodies and to exchange information and advice with them;
  - (g) to support, administer or set up other charities or to establish charitable trusts for any particular purposes of the Charity and to act as trustee of any charity or special charitable trust whether established by the Charity or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its Objects;
  - (h) to accept gifts and to raise funds (including by issuing debt instruments), but not by means of taxable trading, to carry on trade in the course of carrying out the Objects and in its discretion to disclaim any particular contribution;
  - (i) to receive and administer bequests and donations;
  - (j) to borrow money and give security for loans or other obligations (but only in accordance with the restrictions imposed by Charities Legislation) including entering into any related derivative arrangement, but only where the derivative arrangement is:
    - i. ancillary to the transaction;
    - ii. an integral part of managing the Charity's debt entered into in order to manage risk association with the transaction; and
    - iii. not a purely speculative transaction;
  - (k) to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
  - (l) to sell, lease or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by Charities Legislation);
  - (m) to make grants or loans of money and to give guarantees provided that where any payment is made to a proper official of a charity the receipt of such official shall be a complete discharge to the Trustees;
  - (n) to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;
  - (o) to deposit or invest in funds in any manner (but to invest 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) provided that the Charity shall have power to retain any investments donated to it;
  - (p) to delegate the management of investments to a Financial Expert, but only on terms that:
    - i. the investment policy is set down in writing for the Financial Expert by the Trustees;
    - ii. timely reports of all transactions are provided to the Trustees;
    - iii. the performance of the investments is reviewed regularly with the Trustees;

- iv. the Trustees are entitled to cancel the delegation arrangement at any time;
  - v. the investment policy and the delegation arrangement are reviewed at least once a year;
  - vi. 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
  - vii. the Financial Expert must not do anything outside the powers of the Trustees.
- (q) to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
  - (r) to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
  - (s) to provide indemnity insurance for the Trustees in accordance with article 85;
  - (t) subject to the limitations set out in these Articles, to employ paid or unpaid agents staff or advisers;
  - (u) to enter into contracts to provide services to or on behalf of other bodies;
  - (v) to establish, hold shares in, or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects;
  - (w) to do anything else within the law which promotes, helps to promote or is conducive or incidental to the promotion of the Objects, provided that the Objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

#### **APPLICATION OF INCOME AND PROPERTY**

- 5. (a) The income and property of the Charity shall be applied solely towards the promotion of the Objects.
  - (b) Except as provided below, no part of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Charity. This shall not prevent any payment in good faith by the Charity of:
    - (i) a benefit to any Member in the capacity of a beneficiary of the Charity;
    - (ii) reasonable and proper remuneration to any Member for any goods or services supplied to the Charity, provided that article 6 applies if such a Member is a Trustee;
    - (iii) interest on money lent by a Member to the Charity at a reasonable and proper rate;
    - (iv) reasonable and proper rent for premises demised or let by a Member to the Charity; and
    - (v) any payment to a Member who is also a Trustee which is permitted under article 6.
- 6. (a) A Trustee:
    - (i) is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;
    - (ii) may benefit from trustee indemnity insurance purchased by the Charity in accordance with section 189 of the Charities Act;
    - (iii) may receive payment under an indemnity from the Charity in the circumstances set out in article 84;
    - (iv) may not receive any other benefit or payment from the Charity unless it is authorised by this article 6.
  - (b) Unless the benefit or payment is permitted under article 6(c), no Trustee

- (including a Member who is also a Trustee) or Connected Person may:
- (i) buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
  - (ii) sell goods, services, or any interest in land to the Charity;
  - (iii) be employed by, or receive any remuneration from the Charity; or
  - (iv) receive any other financial benefit from the Charity.
- (c) A Trustee or Connected Person may:
- (i) receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way;
  - (ii) enter into a contract for the supply of services or goods to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;
  - (iii) receive reasonable and proper rent for premises let to the Charity;
  - (iv) receive interest at a reasonable and proper rate on money lent to the Charity;
  - (v) receive or retain any payment or benefit for which prior written authorisation has been obtained from the Charity Commission.
- (d) In article 6(c), the "Charity" includes any company in which the Charity:
- i. holds more than 50% of the shares; or
  - ii. controls more than 50% of the voting rights attached to the shares; or
  - iii. has the right to appoint one or more Trustees to the company.
- (e) A Trustee's duty under the Act to avoid a Conflict of Interest with the Charity does not apply to any transaction authorised by this article 6.

## **MEMBERS**

- 7. Membership is only open to the Trustees and is terminated immediately if the Member concerned ceases to be a Trustee.
- 8. The form and the procedure for applying for Membership is to be determined by the Trustees.
- 9. Membership is not transferable.

## **GENERAL MEETINGS**

- 10. Trustees in their capacity as Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in Writing and notified to the Charity before the commencement of the meeting).
- 11. The Secretary, on direction of the Trustees shall call general meetings providing at least 14 clear days' notice but may be held at shorter notice if so agreed in Writing by a majority of Members together holding not less than 90% of the total voting rights of the Charity.

## **Notices**

- 12. All notices shall specify the date, time and place of the meeting along with the general nature of business to be conducted and any proposed resolutions. Except where otherwise provided by the Articles or the Act, every issue before a general meeting shall be decided by ordinary resolution. The notice must also contain a statement setting out the right of each Member to appoint a proxy.
- 13. An instrument appointing a proxy shall be in Writing executed by or on behalf of the

appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):

"I [name].....  
Of  
[address].....  
...

.....  
member of the above named Charity hereby appoint the Chair or [name]  
..... as my proxy to vote in  
my name and on my behalf at the general meeting of the Charity to be held on  
..... 20..... and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:  
Resolution No. 1 \*for\* against  
Resolution No. 2 \*for\* against

\*Strike out whichever is not desired.

Unless otherwise instructed the proxy may vote as they think fit or abstain from voting.

Signed this..... day of .....  
20....."

14. The appointment of a proxy (with any document such as a power of attorney under which it is signed) shall:
  - (a) be sent to the registered office so as to arrive at least 48 hours before the time for holding the meeting; or
  - (b) in the case of a poll to be taken more than 48 hours after it is demanded, to be sent to the registered office so as to arrive at least 24 hours before the time appointed for taking the poll; or
  - (c) in the case of a poll not being taken forthwith but being taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded and handed personally to the chair of the meeting, the Secretary or any Trustee. An instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
15. The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at that meeting.
16. Members must annually receive the annual report and accounts of the Charity for the previous financial year.

#### **Quorum**

17. No business shall be transacted at a general meeting unless a quorum of Members is present, either in person or represented by proxy. The quorum shall be five Members.

#### **Chairing General Meetings**



18. The Chair shall chair general meetings. In the absence of the Chair or if they are unwilling to act, the Vice-Chair, shall chair the general meeting. If neither are willing to act or not present within fifteen minutes after the time appointed for the holding of the meeting, the Members present shall appoint one of their number to chair the general meeting.

### **Attendance and Speaking at General Meetings**

19. A Member is able to exercise the right to speak at a general meeting and is deemed to be in attendance when that person is in a position to communicate to all those attending the meeting. The Members may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it including by Electronic Means. In determining attendance at a general meeting, it is immaterial whether any two or more Members attending are in the same place as each other.
20. The chair of the meeting may permit other persons who are not Members of the Charity to attend and speak at general meetings, without granting any voting rights.

### **Adjournment**

21. If a quorum is not present within half an hour of the time the general meeting was due to commence, or if during a meeting a quorum ceases to be present, the chair must adjourn the meeting.
22. The chair of a general meeting may adjourn the meeting whilst a quorum is present if:
  - (a) The meeting consents to that adjournment; or
  - (b) It appears to the chair that an adjournment is necessary to protect the safety of any persons attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.
23. When adjourning a meeting the chair must specify the date, time and place to which it will stand adjourned or that the meeting is to continue at a date, time and place to be fixed by the Trustees.
24. If the meeting is adjourned for 14 days or more, at least 7 clear days' notice of the adjourned meeting shall be given in the same manner as the notice of the original meeting.
25. No business shall be transacted at an adjourned meeting other than business which could not properly have been transacted at the meeting if the adjournment had not taken place.

### **Voting**

26. Each Member present in person or by proxy shall have one vote whether on a show or hands or on a poll, on any matter to be decided in general meeting.
27. In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

### **Resolutions**

28. Resolutions may be passed at general meetings or by written resolution.
29. A written resolution passed by Members shall be effective if it has been passed in accordance with the requirements of the Act which includes sending a copy of the proposed resolution to every Member. Written resolutions may comprise several copies to which one or more Members have signified their agreement.
30. A written resolution shall be deemed to have been passed if, within 28 days of the written resolution's circulation date:
  - (a) approval in Writing has been received from at least 75% of the Members where the resolution is a special resolution;
  - (b) approval in Writing has been received from Members representing a simple majority where the resolution is an ordinary resolution.
31. In accordance with the Companies Acts, resolutions to remove a Trustee or auditor (or their equivalent) of the Charity before the end of their period of office shall not be passed by written resolution.

## **TRUSTEES**

32. The Trustees as charity trustees have control of the Charity and its property and funds.
33. The Trustees shall comprise a maximum of fourteen 14 persons appointed by the Trustees pursuant to the procedure set out in the Rules, which shall include any process for election decided by the Trustees.
34. All Trustees must be Members, support the Objects, sign a declaration in Writing of their willingness to act as a Trustee and have attained the age of 18 and in the case of an incoming Trustee must be 18 at the point of making the application for membership.
35. No employee of the Charity or a wholly owned subsidiary of the Charity may be considered for appointment or be appointed as a Trustee.

## **APPOINTMENT, RETIREMENT, REMOVAL AND DISAQUALIFICATION OF TRUSTEES**

36. The first Trustees shall be those Trustees in office at the date of adoption of these Articles. Save in relation to the Trustee terms listed at Article 37, every Trustee shall be appointed by resolution of the Trustees for a term of three years.
37. The prior terms of office served by the Trustees in post as at the date of the adoption of these Articles in 2023 shall be counted when determining the number of terms served by those Trustees. The following individuals who are Trustees as at the date of the adoption of these Articles in 2023 are appointed for the following terms:

<b>Name</b>	<b>Term commencement date</b>	<b>End of term</b>
Manish Shah	23 September 2020 (third term)	21 September 2023
Stephen Hill	22 September 2022 (third term)	31 December 2023
Hugh McKenna	22 September 2022 (second term)	21 September 2025
Caroline Fawcett	22 September 2022 (second term)	21 September 2025
Andrew Lynch	22 September 2022 (second term)	21 September 2025

Susan Allen	17 March 2021 (first term)	16 March 2024
Sube Banerjee	17 March 2021 (first term)	16 March 2024
Andrew Cornwall	22 September 2022 (first term)	21 September 2025
Chris Maddocks	10 October 2022 (first term)	09 October 2025

38. A Trustee may serve a maximum of three terms and no more than nine years.
39. A Trustee due to retire at the end of their term may, if eligible and willing to act, be considered for re-appointment or re-election in accordance with the Rules.
40. A Trustee's term of office as such automatically terminates if they:
- (a) cease to be a Member;
  - (b) ceases to be a Trustee by virtue of them being ineligible to act or be appointed as a director of a company under the Companies Acts;
  - (c) are not a fit and proper person to manage a charity under the Finance Act 2010 which has been determined by a competent authority;
  - (d) are disqualified under the Charities Act from acting as a charity trustee;
  - (e) a registered medical practitioner who is treating the Trustee gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
  - (f) are absent without permission, whether given in advance or subsequently, from three consecutive meetings of the Trustees;
  - (g) resign by written notice to the Trustees (but only if at least three Trustees will remain in office);
  - (h) are removed by a unanimous vote at a Trustee meeting (or unanimously except for no more than two dissenters) provided that the Trustee has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office and has had the opportunity to be heard by or make representations in Writing to the other Trustees before a vote is taken; or
  - (i) are removed by the Members pursuant to the provisions of the Companies Act;
  - (j) become employed by the Charity or a wholly owned subsidiary of the Charity.

#### **Powers and Duties of the Trustees**

41. Subject to these Articles and the Companies Act, the Trustees may exercise all the powers of the charity to discharge their duties in administering the charity. In particular, the Trustees have the following powers:
- (a) to admit and remove Members;
  - (b) to appoint and remove a Chair from among their own number;
  - (c) to delegate the functions to committees;
  - (d) to make or to delegate the decision to make ex-gratia payments in accordance with the Charities Act and relevant regulatory guidance.
  - (e) to make Rules consistent with the Articles and the Companies Act to govern proceedings at meetings, the administration of the Charity and the use of its seal (if any); and
  - (f) to exercise in their capacity as Trustees any powers of the Charity which are not reserved for them in their capacity as Members.
42. The continuing Trustees or sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required from a quorum, the Trustees may only act for the purpose of increasing the number of Trustees.

43. All decisions made by a meeting of the Trustees or by any person acting as a Trustee shall remain valid even if it is later discovered that there was some defect in the Trustee's appointment or that the individual had previously been disqualified from acting as a Trustee.
44. The Trustees may not do or permit any act or omission which would prejudice the charitable status of the Charity.

### **Delegation**

45. The Trustees may delegate any of the powers to such person or committee; by such means to such an extent; in relation to such matters, and on such terms and conditions as they think fit.

### **Committees**

46. The Trustees may delegate to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any requirements that may be imposed on it by the Trustees and shall report all acts and proceedings to the Trustees as soon as it is reasonably practicable.
47. A committee to which the Trustees shall delegate their powers may include members who are not trustees. Such appointments shall be made in accordance with the Rules.

## **PROCEEDINGS OF THE TRUSTEES**

### **Calling a Meeting of the Trustees**

48. The Secretary on direction from the Trustees shall, call a meeting of the Trustees by giving reasonable notice of the meeting to all Trustees. Notice of any meeting of the Trustees must indicate the date, time and place of the meeting and, if the Trustees participating in the meeting will not be in the same place, how they will communicate with each other.

### **Proceedings of a Meeting of the Trustees**

49. The Trustees may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
50. A Trustee is able to exercise the right to speak at a meeting of the Trustees and is deemed to be in attendance when that person is in a position to communicate to all those attending the meeting. The Trustees may make whatever arrangements they consider appropriate to enable those attending a meeting of the Trustees to exercise their rights to speak or vote at it including by Electronic Means. In determining attendance at a meeting of the Trustees, it is immaterial whether any two or more Trustees attending are in the same place as each other.
51. Questions arising at any meetings shall be decided by a majority of votes. In the case of an equality of votes the Chair shall have a casting vote.
52. A written resolution, circulated to all Trustees and signed by a simple majority of Trustees, shall be valid and effective as if it had been passed at a Trustees' meeting duly convened and held. A written resolution may consist of several identical

Documents signed by one or more Trustees.

53. The Trustees may, at its discretion, invite other persons to attend its meetings with or without speaking rights and without voting rights. Such attendees will not count toward the quorum.

#### **Quorum**

54. The quorum necessary for the transaction of business at a meeting of the Trustees shall be five Trustees.

#### **Chair**

55. The Trustees shall appoint a Chair and determine their term of office which shall run concurrently with their term as Trustee and may, at any time remove them from office.
56. The Chair shall facilitate Trustees' meetings. If they are absent or unwilling to act at the time any meeting proceeds to business then the Vice-Chair shall act as chair of that meeting but if they are absent or unwilling to act then the Trustees present shall choose one of their number to chair that meeting.

#### **Vice-Chair**

57. The Trustees shall appoint a Vice-Chair, determine their term of office which shall run concurrently with their term as Trustee and may, at any time, remove them from office. The Vice-Chair shall deputise for the Chair, when at any time they are unable to act as such, including but not limited to, facilitating general and Trustees' meetings.

#### **Conflicts of Interest**

58. Whenever a Trustee is in a situation that is reasonably likely to give rise to a Conflict of Interest, they must declare their interest to the Trustees, unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.
59. Whenever a matter is to be discussed at a Trustee meeting and a Trustee has a Conflict of Interest in respect of that matter then unless the Conflict of Interest is authorised in accordance with article 61, they must:
  - (a) remain only for the business of the meeting, which, in the view of the other Trustees, is necessary to inform the debate;
  - (b) not be counted in the quorum for the part of the meeting where the matter gives rise to the Conflict of Interest;
  - (c) withdraw during the vote on the matter.

#### **Trustees' power to authorise a Conflict of Interest**

60. When any Trustee has a Conflict of Interest, the Trustees who do not have a Conflict of Interest, if they form a quorum 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 with a Conflict of Interest authorise the Trustee with a Conflict of Interest, notwithstanding any Conflict of Interest or duty which has arisen or may arise for the Trustee with a Conflict of Interest:
  - (a) to continue to participate in discussions leading to the making of a decision and to vote, except where a Trustee with a Conflict of Interest or a Connected Person is to receive any payment or material benefit; or

- (b) to disclose information confidential to the Charity to a third party; or
- (c) to take any other action not otherwise authorised, or to refrain from taking any step required to remove the Conflict of Interest which, in either case, does not involve the receipt by the Trustee with a Conflict of Interest or a Connected Person of any payment or material benefit.

61. The non-conflicted Trustees may authorise any matter, which would otherwise result in a Trustee infringing their duty to avoid a situation in which they have a Conflict of Interest provided that this does not directly, or indirectly authorise any benefit that is not permitted under article 6. Such authorisation may be subject to any limits or conditions determined at the point the authorisation was given.
62. Subject to article 61, a Trustee shall not be accountable to the Charity for any benefit they receive from any matter which has been authorised by the Trustees.

### **SECRETARY**

63. The Trustees shall appoint a Secretary of the Charity for such term and at such remuneration and upon such conditions as they think fit. Any Secretary so appointed may also be removed by them.

### **RULES**

64. The Trustees may from time to time make, adopt and amend such Rules they think fit for the management, conduct and regulation of the affairs of the Charity and the proceedings and powers of the Trustees and committees. No rule shall be made which is inconsistent with these Articles or the Companies Acts. All members of the Charity and the Trustees shall be bound by such Rules whether or not they have received a copy of them.

### **LIABILITY OF MEMBERS**

65. The liability of the Members is limited. Every Member undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while they are a Member, or within one year after they cease to be a Member, for payment of the Charity's debts and liabilities contracted before they cease 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.

### **WINDING UP AND DISSOLUTION**

66. If upon the winding-up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Charity under of by virtue of article 5 , such institution or institutions to be determined by the Members at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

### **ADMINISTRATIVE ARRANGEMENTS**

#### **Means of Communication**

67. A Member may provide their consent to receive communications from the Charity by Electronic Means.
68. Subject to these Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Acts provides. Any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or Documents for the time being. A Trustee may agree with the Charity that notices or Documents sent to them in a particular way are to be deemed to have been received within a specified time or their being sent, and for the specified time to be less than 48 hours.

### **Registers**

69. The Trustees shall ensure accurate registers are maintained which shall include a register of Members, a register of Trustees and such other registers as required by the Acts.

#### **Register of Members**

70. The Charity shall maintain a register of Members which records their name, address and the dates on which they became a Member and ceased to be a Member. A Member shall notify the Secretary of the Charity within seven days of any change to their name or address.
71. An entry on the register relating to a former Member of the Charity may be removed from the register after the expiration of 10 years from the date on which they ceased to be a Member.

#### **Register of Trustees**

72. The Charity shall maintain a register of Trustees which shall include the following particulars:
- (a) Name of the Trustee and any former names used by them for business purposes;
  - (b) Service address;
  - (c) Country of residence;
  - (d) Nationality;
  - (e) Business occupation, if any;
  - (f) Date of birth.
73. The register of shall be open for inspection to any person and, if not a Member, on payment of such a fee as may be prescribed.
74. The Charity shall also maintain a register of Trustee residential addresses which is not available for inspection.

#### **Register of Trustees' Interests**

75. The Charity shall maintain a register of Trustees' interests. A Trustee must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.

### **Minutes**

76. The Charity shall ensure that minutes are kept of all:
- (a) Proceedings at Trustees' and general meetings of the Charity; and
  - (b) Proceedings at meetings of the Trustees and its committees which include names of the Trustees present, decisions made and the reasons for those decisions.

### **Accounts**

77. The Trustees shall cause proper and adequate books of account to be kept to enable accounts to be prepared which comply with the relevant provisions of the Act, the Charities Legislation and the SORP. Proper and adequate books shall not be deemed to be kept and/or deemed sufficient if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Charity, to show and explain its transactions and to disclose with reasonable accuracy at any time, the financial position of the Charity at any time.
78. The books of account shall be kept at the registered office of the Charity, or, subject to section 388 of the Act, at such other place or places as the Trustees' shall think fit and shall always be open to the inspection of any Trustee.
79. A copy of the Charity's Articles and latest available statement of account must be supplied on request to any Trustee.
80. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a request in Writing and pays the Charity's reasonable costs.

### **Audit**

81. At least once in every year the accounts of the Charity shall be audited or if it meets the qualifying criteria to apply the small company audit exemptions, examined by a reporting accountant and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditors or reporting accountant.
82. Auditors or reporting accountants shall, when required, be appointed at a general and their duties regulated in accordance with the Companies Acts.

### **Indemnity**

83. Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by them in that capacity but only to the extent permitted by the Companies Acts, and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by



them in that capacity, but only to the extent permitted by the Companies Acts.

### **Insurance**

84. The Trustees shall have power to resolve pursuant to article 6 to purchase Trustees' indemnity insurance, despite their interest in such policy.

### **Disputes**

85. Any disputes or questions arising out of, or in connection with these Articles including any question regarding their existence, validity or termination, or the legal relationships established by these Articles shall be referred to mediation by a mediator agreed by the parties. The parties shall attempt to settle the dispute through the mediation process. If within 28 days of the mediator being appointed the dispute has not been settled, then either party may refer the dispute to a single arbitrator in accordance with the Arbitration Act 1950. The identity of the arbitrator shall be such as may be unanimously agreed by the Trustees. The decision of such an arbitrator shall be binding. In the event that a dispute cannot, for whatever reason, be concluded by reference to an arbitrator, the matter may be referred to the county court. Any person bringing a dispute must, if so required, deposit with the Charity a reasonable sum (not exceeding £100) to be determined by the Trustees. The arbitrator will decide how the costs of the arbitration will be paid and what should be done with the deposit.