

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE WILDLIFE TRUST FOR BIRMINGHAM AND THE BLACK COUNTRY LTD

Company No 01650938

Registered Charity No 513615

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OF
THE WILDLIFE TRUST FOR BIRMINGHAM AND THE BLACK COUNTRY LTD
(Adopted by special resolution passed on 16th January 2021)

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Articles: means the Trust's articles of association for the time being in force;

Business Day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Chairperson: means the Trustee elected as chairperson in accordance with Article 18;

Charities Act: means the Charities Act 2011;

Charity Commission: means the Charity Commission for England and Wales;

Circulation Date: in relation to a written resolution, has the meaning given to it in the Act;

Clear days: in relation to a period of notice means a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect;

Connected Person: means any person falling within one of the following categories:

- a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or
- b) the spouse or civil partner of any person in (a); or
- c) any person who carries on business in partnership with a Trustee or with any person in (a) or (b); or
- d) an institution which is controlled by either a Director, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken together;
- e) a corporate body in which a Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article;

Council: means the council of Trustees (including the Trustee Officers) who, for the purposes of the Act, are the board of directors;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form and electronic means: have the meaning given to such terms in section 1168 of the Act;

Member or Member of the Trust: means a person who is a subscriber and has been admitted to membership in accordance with the Articles;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);

Objects: means the objects of the Trust as stated in Article 2;

Office: means the registered office of the Trust;

Secretary: means the Trustee elected as secretary in accordance with Article 18. The Secretary is the company secretary for the purposes of the Act;

Special resolution: has the meaning given in section 283 of the Act;

Treasurer: means the Trustee elected as treasurer in accordance with Article 18;

Trust: means The Wildlife Trust for Birmingham and the Black Country Ltd, which is a charitable company regulated by the Articles;

Trustee: means a Trustee of the Trust. The Trustees are directors for the purposes of the Act and charity trustees as defined in the Charities Act;

Trustee Officers: means those Trustees elected to be the officers of the Trust, including the Chairperson, Vice-Chairperson(s), Treasurer and Secretary, pursuant to Article 18;

United Kingdom: means Great Britain and Northern Ireland;

Vice-Chairperson: means the Trustee(s) elected as Vice-Chairperson(s) in accordance with Article 18; and

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 in accordance with Article 35.

1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall not apply to the Trust.

2. Objects

The Objects for which the Trust is established are:

- 2.1 For the benefit of the public, to advance, promote and further the conservation maintenance study and protection of:
- (a) wildlife and its habitats;
 - (b) places of natural beauty;
 - (c) places of zoological, botanical, geographical, archaeological or scientific interest;
 - (d) features of landscape with geological, physiographical, or amenity value,
- in particular, but not exclusively, in ways that further biodiversity.
- 2.2 To advance the education of the public in:
- (a) the principles and practice of sustainable development;
 - (b) the principles and practice of biodiversity conservation,
- in particular, but not exclusively, in urban areas.

- 2.3 Sustainable development is primarily defined as 'development that meets the needs of the present without compromising the ability of future generations to meet their own needs' (Brundtland Commission).
- 2.4 Biodiversity includes the diversity in and between species, their habitats and the ecosystems they comprise.

3. Powers

- 3.1 The Trust has the following powers, which may be exercised only in promoting the Objects:
- (a) to undertake and promote studies, research, publications, periodicals, and information concerning the Objects of the Trust, and to publish the useful results of such research;
 - (b) to establish, purchase, form, own, lease, maintain and improve sanctuaries, nature reserves or other facilities;
 - (c) to promote, organise, carry out, support and participate in educational programmes, study days, courses, conferences, seminars and other educational events;
 - (d) to establish, promote the establishment of, form and maintain exhibitions, record centres, libraries and collections of records and other objects of educational value;
 - (e) to provide accommodation and refreshments and other ancillary services for members of the public attending or visiting facilities and events provided by the Trust;
 - (f) to put before planning authorities such environmental considerations and information as may further the Objects;
 - (g) to co-operate with other bodies or individuals including by way of forming partnerships with other corporate entities;
 - (h) to facilitate and manage the collection and use of biological records and other data relating to the natural world;
 - (i) to support, administer or set up other charities and undertake and execute charitable trusts;
 - (j) to raise funds (but not by means of carrying on a trade or business within the Trust on a continuing basis for the principal purpose of raising funds as opposed to carrying out the Objects in such a way that the profits from such trade or business are not taxable) and to invite or receive contributions from any person or persons whomsoever by means of subscriptions, donations, legacy or other gift;

- (k) to procure the setting up and operating of discrete limited liability companies for the purpose of making trading profits to support the Trust or for managing the Trust's liability for value added tax and other taxes;
- (l) to take and accept any grant gift of money property or other assets whether subject to any special trusts or not;
- (m) to request grants sponsorship and other forms of funding;
- (n) to borrow money with or without security (but only in accordance with the restrictions imposed by the Charities Act 1993);
- (o) to acquire or hire property rights or privileges of any kind and to construct restore improve maintain and alter such property;
- (p) to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993);
- (q) to purchase lease or hire and operate and maintain any fixed or moveable assets necessary or convenient for the administration of the Trust;
- (r) to make grants or donations or loans of money and to give guarantees insofar as this supports the objectives of the Trust;
- (s) to set aside funds for special purposes or as reserves against future expenditure;
- (t) to draw make accept endorse discount negotiate execute and issue promissory notes bills cheques and other instruments and to operate bank accounts;
- (u) to make any kind of investment which it could make if it were absolutely entitled to the assets of the Trust;
- (v) to insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required;
- (w) to employ paid or unpaid agents staff or advisers;
- (x) to provide and contribute to superannuation or pension funds for the employees of the Trust or any of them or otherwise to assist such employees their widows or widowers and dependents;
- (y) to enter into contracts to provide services to or on behalf of other bodies;
- (z) to arrange for the amalgamation of the Trust with any charitable organisation or organisations the purposes of which in its opinion are similar to the purposes of the Trust either alone or as amalgamated and to purchase or otherwise acquire the property, assets, liabilities and undertakings of such organisation or organisations;
- (aa) to establish subsidiary companies to assist or act as agents for the Trust;

- (bb) To establish and execute all contracts agreements and undertakings as may be legally desirable or necessary for advancing the Objectives and activities of the Trust.
- (cc) to pay all or any expenses incurred in connection with the promotion formation and incorporation of the Trust;
- (dd) To provide indemnity insurance to cover the liability of the Council (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 Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Council (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Council (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not; and
- (ee) to do anything else within the law which promotes or helps to promote the Objects.

Provided also that in case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England, the Trust shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law. In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with the same in such manner as allowed by law, having regard to such trusts.

4. Application of income and property

- 4.1 The income and property of the Trust, shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members.
- 4.2 Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any employee of the Trust, or to any Member, in return for any services actually rendered to the Trust, nor prevent the payment of interest at a rate not exceeding the base rate of the Bank of England unless the Members agree to pay a higher rate at a general meeting at which a resolution stating the intention to pay such higher rate has been proposed and voted upon by the Members, or reasonable and proper rent for premises demised or let by any Member to the Trust; but so that no Trustee shall be appointed to any salaried office of the Trust or any office of the Trust paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Trust to any Trustee, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Trust; provided that the provision last aforesaid shall not apply to any payment to any company in which such Member shall hold not more than one

hundredth part of the capital, and such Member shall not be bound to account for any share of profits the Member may receive in respect of any such payment.

5. Benefits and payments to Trustees and Connected Persons

5.1 A Trustee:

- (a) is entitled to be reimbursed reasonable out-of-pocket expenses properly authorised when acting on behalf of the Trust;
- (b) may benefit from trustee indemnity insurance purchased by the Trust in accordance with section 189 of the Charities Act;
- (c) may receive payment under an indemnity from the Trust in the circumstances set out in Article 37;
- (d) may not receive any other financial benefit or payment from the Trust unless it is authorised by this Article 5.

5.2 No Trustee or Connected Person may:

- (a) buy any goods or services from the Trust on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the Trust;
- (c) be employed by, or receive any remuneration from, the Trust; or
- (d) receive any other financial benefit from the Trust.

6. Winding up

- 6.1 If upon the winding up or dissolution of the Trust 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 institution or institutions having objects similar to the objects of the Trust, and which shall prohibit 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 Trust under or by virtue of Article 5 hereof, 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 charitable object.

7. Liability of Members

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Trust in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for:

- (a) payment of the Trust's debts and liabilities contracted before they cease to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.

8. Members of the Trust

8.1 Subject to Article 39, the Trustees may establish by annual review different classes of membership and set out different rights and obligations for each class, with such rights and obligations recorded in the register of Members, but shall not be obliged to accept any person fulfilling those criteria as a Member. Each Member shall have one vote.

8.2 Subject to Article 8.4, any member of the public or organisation may apply in **writing** to the Trust to join as a Member and may advance such subscription as may be determined by the Trustees from time to time in respect of the appropriate class of membership.

8.3 Membership may include the following classes:

- (a) adult;
- (b) family;
- (c) corporate;
- (d) concessionary;
- (e) life; and
- (f) honorary.

and such other classes that may be determined by the Trustees from time to time.

8.4 The Trustees may in their absolute discretion accept or decline to accept any application for membership, returning any subscription advanced and need not give reasons for doing so.

8.5 The Trust shall maintain a register of Members. Upon a person or organisation being admitted as a Member, and upon receipt of the appropriate subscription, that Member's name will be entered into the register of Members together with an appropriate designation detailing the class of membership held. Upon any person ceasing to be a Member, that outgoing Member's name shall be removed from the register.

8.6 Every Member shall either:

- (a) sign a written consent to become a Member which may include a copy of the application letter referred to in Article 8.2 above; or

(b) give their written consent to nomination under Article 8.11.

- 8.7 Membership is not transferable and all such rights and privileges of Membership shall immediately cease upon a person ceasing to be a Member.
- 8.8 No unincorporated association or family may as such become a Member of the Trust, but must, subject to any regulations as may be prescribed by the Trustees from time to time, appoint a nominee to act as its representative, apply in its name for membership and sign the application as its representative and exercise the rights of membership on its behalf. Every person so applying for membership shall be subject to all the provisions of these Articles as apply to Members.
- 8.9 The unincorporated association or family shall deposit with the Council the nomination of such applicant for membership and shall give all information that may be reasonably required by the Council regarding such applicant and the unincorporated association.
- 8.10 An unincorporated association which has appointed a nominee as its representative as aforesaid may from time to time revoke the nomination of such member and appoint another nominee in the Member's place. Upon receipt by the Council of any such revocation such Member shall ipso facto cease to be a Member and any person nominated in the Member's place shall be and become a member. All appointments and revocations shall be in writing signed on behalf of the unincorporated association.
- 8.11 The Trustees shall be entitled to invite any person who may have benefited the Trust or contributed to the Trust's objectives to become an honorary Member of the Trust without payment of subscription upon such terms as the Trustees may determine from time to time.
- 8.12 The number of Members with which the Trust proposes to be registered is unlimited.

9. Termination of Membership

9.1 A Member shall cease to be a Member if:

- (a) the Member dies or, if it is an organisation, ceases to exist;
- (b) the Member resigns by giving not less than 14 clear days' notice to the Trust in **writing**;

Upon resignation of any Member in accordance with this Article 9.1(b), that Member shall not be entitled, under any conditions, to any repayment of any subscription or any part thereof, whether paid for in respect of the current year of membership or for a year or years of membership in advance;

- (c) at the discretion of the Trust, if any subscription or other sum payable by the Member to the Trust remains unpaid six months after it falling due and having

been notified by the Trust, the outstanding subscription is not paid within 28 days.

For the purposes of this Article 9.1(c), all subscriptions shall be deemed to become due each year on the first day of the month which is the anniversary of the calendar month of the Member's first membership subscription;

- (d) the Member is removed from membership by a resolution of the Trustees that it is in the best interests of the Trust that the membership is terminated. The Trustees may determine in their sole discretion whether it is in the best interests of the Trust to terminate a membership but circumstances where it will be reasonable to terminate a membership shall include (although shall not be limited to) substantial non-compliance by a member with the Trust's ethical and/or environmental policies. Such a resolution may not be passed unless:
 - (i) the Member has been given at least 14 clear days' notice in **writing** of the meeting of the Trustees at which the resolution will be proposed and the reasons why it will be proposed; and
 - (ii) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Trust) has been given a reasonable opportunity to make representations to the meeting either in person or in **writing**. The Trustees must consider any representations made by the Member (or the Member's representative) and inform the Member of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to terminate the membership of a Member.

A Member removed from membership by such a resolution shall remain liable to pay to the Trust any subscription or other sum owed by them and shall not be entitled to a refund of any such subscription or other sum paid by them to the Trust.

10. Annual general meetings

10.1 The Trust shall hold an annual general meeting each calendar year, with not more than 15 months elapsing between successive annual general meetings.

10.2 The business at an annual general meeting shall include:

- (a) the consideration of the annual report and statement of accounts;
- (b) the retirement, appointment or re-appointment of Trustees in accordance with Article 21 to Article 22 and retirement, appointment or re-appointment of Trustee Officers in accordance with Article 18; and
- (c) the appointment or re-appointment of the auditors.

11. Notice of general meetings

- 11.1 General meetings, except the annual general meeting, are called on a minimum of 14 clear days' notice. Annual general meetings are called on a minimum of 28 clear days' notice.
- 11.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.
- 11.3 The notice shall be in **writing** and shall specify the date, time and place of the meeting or the means of video conference, telephone or any suitable electronic means as the Trustees shall think fit and the general nature of the business to be transacted. It shall also include a statement pursuant to the Act setting out the right of Members to appoint proxies.
- 11.4 The notice shall be given to:
- (a) each Member;
 - (b) each Trustee; and
 - (c) the auditor for the time being of the Trust.
- 11.5 Proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it because of an accidental omission by the Trust.

12. Proceedings at general meetings

- 12.1 Every general meeting of the Trust shall have a chair:
- (a) The Chairperson shall chair general meetings of the Trust or, if the Chairperson is absent, the Vice-Chairperson shall act as chair.
 - (b) If neither the Chairperson nor the Vice-Chairperson is present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.
 - (c) If there is only one Trustee present and willing to act, that Trustee shall chair the meeting.
 - (d) If no Trustee is present and willing to chair the meeting within 15 minutes of the time appointed for the meeting, the Members present shall choose one of their number to chair the meeting.
- 12.2 No business shall be transacted at any general meeting unless a quorum is present.

- 12.3 A quorum is:
- (a) ten Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting; or
 - (b) one-tenth of the total membership at the time,
- whichever is the lower.

12.4 If within 30 minutes from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned until such other date, time and place as the Trustees shall determine. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, those Members present in person or by proxy and entitled to vote shall be a quorum.

- 12.5 The chair of a general meeting may adjourn such a meeting when a quorum is present, if the meeting consents to an adjournment, and shall adjourn such a meeting if directed to do so by the meeting. The chair shall specify either that the meeting:
- (a) is to be adjourned to a particular date, time and place; or
 - (b) shall be adjourned to a date, time and place to be appointed by the Trustees;

and shall have regard to any directions as to date, time and place which have been given by the meeting.

12.6 If the meeting is adjourned until more than 14 days after the date on which it was adjourned, the Trust shall give at least seven clear days' notice of it to the same persons to whom notice of the Trust's general meetings is required to be given and containing the same information which such notice is required to contain.

12.7 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

13. Voting at general meetings

13.1 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.

13.2 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote.

- 13.3 Any objection to the qualification of any voter must be raised 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 such objection must be referred to the chair of the meeting whose decision is final.
- 13.4 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.
- 13.5 A poll may be demanded by:
- (a) the chair of the meeting;
 - (b) the Trustees;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 13.6 A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken, and
 - (b) the chair of the meeting consents to the withdrawal.
- 13.7 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 13.8 Otherwise, a poll demanded must be taken either immediately or at such time and place as the chair of the meeting directs, provided that it is taken within 30 days after it was demanded. If not taken immediately, either the time and place at which it is to be taken shall be announced at the meeting at which it was demanded or at least 14 clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 13.9 The poll shall be conducted in such manner as the chair directs and the chair may fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 13.10 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson shall be entitled to a casting vote in addition to any other vote he may have.
- 13.11 If a poll is demanded, this shall not prevent the meeting from continuing to deal with any other business that may be conducted at the meeting.

13.12 No Member shall be entitled to vote at any general meeting unless all monies then payable by the Member, including any interest due on outstanding sums, to the Trust have been paid.

14. Proxies

14.1 A Member is entitled to appoint another person, who need not be a Member, as a proxy to exercise all or any of the Member's rights to attend and to speak and vote at a meeting of the Trust.

14.2 Proxies may only be validly appointed by a notice in **writing** (a **proxy notice**) which:

- (a) states the name and address of the Member appointing the proxy;
- (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
- (d) is delivered to the Trust in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or any adjourned meeting) to which they relate.

A proxy notice which is not delivered in such manner shall be invalid unless the Trustees, in their discretion, accept the notice at any time before the meeting.

14.3 No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

14.4 The Trust may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

14.5 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

14.6 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as the meeting itself.

- 14.7 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Trust by or on behalf of that person.
- 14.8 An appointment under a proxy notice may be revoked by delivering to the Trust a notice in **writing** given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 14.9 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 14.10 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

15. Members which are organisations

- 15.1 An organisation which is a Member of the Trust may authorise any person to act as its representative at any meeting of the Trust and to exercise, on behalf of the organisation, the rights of the organisation as a member.
- 15.2 The organisation must give written notice of the name of its representative to the Trust and, in the absence of such notice, the Trust shall not be obliged to recognise the entitlement of the organisation's representative to exercise the rights of the organisation at general meetings. Having received such notice, the Trust shall consider that the person named in it as the organisation's representative shall continue to be its representative until written notice to the contrary is received by the Trust.
- 15.3 The Trust shall be entitled to consider that any notice received by it in accordance with Article 15.2 is conclusive evidence that the representative is entitled to represent the organisation and that the Member's authority has not been revoked. The Trust shall not be required to consider whether the representative has been properly authorised by the organisation.

16. Written resolutions

- 16.1 Subject to Article 16.4, a written resolution of the Members passed in accordance with this Article 16 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
- (a) as an ordinary resolution if it is passed by a simple majority of the eligible Members; or

- (b) as a special resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 16.2 Where a resolution is proposed as a written resolution of the Trust, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 16.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a special resolution shall be passed as an ordinary resolution.
- 16.4 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of that person's term of office may not be passed as a written resolution.
- 16.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 16.6 A Member signifies their agreement to a proposed written resolution when the Trust receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:
 - (a) if the document is sent to the Trust in hard copy form, it is authenticated if it bears the signature of the person sending it;
 - (b) if the document is sent to the Trust in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Trust or, where no such manner has been specified by the Trust, if it is accompanied by a statement of the identity of the sender and the Trust has no reason to doubt the truth of that statement.
- 16.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it. In the case of a Member that is an organisation, its authorised representative may signify its agreement.
- 16.8 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
- 16.9 Communications in relation to written resolutions shall be sent to the Trust's auditors in accordance with the Act.

16.10 The Members may require the Trust to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

17. President and Vice-President

17.1 There may be a President and one or more Vice-Presidents of the Trust. These positions shall be honorary and the holders may or may not be Members. They may attend Trustee meetings and shall be entitled to receive notice of and to attend and speak at general meetings of the Trust but, unless also a Member, shall not be entitled to vote at such general meetings.

17.2 The President and Vice-Presidents may be appointed at any time by the Trustees and all such appointments are to be ratified by the Members at the next general meeting following such appointment.

17.3 The President shall be eligible to hold the post for a term of up to five years only, after which the President will be eligible for re-appointment, subject to the recommendation of Trustees and ratification by the Members at the next general meeting.

17.4 A Vice-President may at the absolute discretion of the Trustees either be appointed for a term of up to five years after which the Vice-President is eligible for re-appointment, subject to the recommendation of Trustees and ratification by the Members at the next general meeting, or be entitled to the post for life.

18. Trustee Officers

18.1 The Trust shall have the following Trustee Officers:

- (a) Chairperson;
- (b) Vice-Chairperson(s);
- (c) Secretary; and
- (d) Treasurer.

The responsibilities of such Trustee Officers shall be as set out in these Articles and defined by the Trustees from time to time. If the Council considers in its absolute discretion that one person has the requisite experience to carry on the role of both Secretary and Treasurer it may so propose that person for election as a Trustee Officer to serve as both Secretary and Treasurer

18.2 Prior to the annual general meeting each year the Council shall propose the Trustee Officers of the Trust for the ensuing year for election at the annual general meeting. Those persons proposed by the Council to be Trustee Officers must have previously served as Trustees.

- 18.3 If the Council considers in its absolute discretion that one person has the requisite experience to carry on the role of both Secretary and Treasurer it may so propose that person for election as a Trustee Officer as both Secretary and Treasurer.
- 18.4 Alternative nominations for any such office may be submitted (having been proposed and seconded and supported by a further three Members and with written agreement of the proposed nominee) and must be delivered to the Secretary in **writing** not less than 21 clear days before the date of the Annual General Meeting.
- 18.5 Subject to Articles 18.6 and 22.4, all Trustee Officers shall retire at the end of each year of office but shall be eligible for annual re-election.
- 18.6 The Trusts governance handbook sets out the term a Trustee may serve, any consecutive term that may be served and any reasons for a further, final year by exception. Notwithstanding that, no Trustee may serve more than 7 years in total without a gap of at least 2 years before being eligible for re-election.

19. Trustees

- 19.1 The Council shall consist of the following:
- (a) The Trustee Officers listed at Article 18;
 - (b) The Trustees elected in accordance with Article 21.1; and
 - (c) The Trustees co-opted by the Council in accordance with Article 21.4.
- 19.2 Unless otherwise determined by ordinary resolution, the number of Trustees shall not be subject to any maximum but shall not be less than six being not less than three Trustee Officers and not less than three other Trustees.
- 19.3 The first Trustees shall be those persons whose names are notified to Companies House as the first Trustees on incorporation.
- 19.4 A Trustee may not appoint an alternate Trustee or anyone to act on their behalf at meetings of the Trustees.

20. Powers of Trustees

- 20.1 Subject to the provisions of the Act, the Articles and any special resolution, the Trustees shall be responsible for the management of the Trust's business and may exercise all the powers of the Trust for that purpose.
- 20.2 No alteration of the Articles or any special resolution shall invalidate any prior act of the Trustees.

- 20.3 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees by law and under the regulations of the Trust for the time being vested in the Council generally.
- 20.4 The Trustees may act notwithstanding any vacancy in their body provided always that in case the Trustees shall at any time be or be reduced in number to less than the minimum prescribed or in accordance with Article 19.2, it shall be lawful for them to act as the Council for the purpose of filling up vacancies in their body, or of summoning a general meeting, but not for any other purpose.
- 20.5 The Trustees shall appoint and employ all such persons as they consider necessary, and shall (subject to the provisions of these Articles) regulate their duties and fix their salaries.

21. Appointment of Trustees

- 21.1 Any Member who is willing to act as a Trustee, and who is permitted by law to do so, may be appointed to be a Trustee by election by way of ordinary resolution at a general meeting.
- 21.2 A Member, other than a Trustee retiring under Article 22, wishing to propose a member for election as a Trustee at a general meeting must not less than 28 clear days before the date of the annual general meeting submit a notice to the Secretary, signed by a Member entitled to vote at the annual general meeting, which:
- (a) indicates the Member's intention to propose the appointment of a person as a Trustee;
 - (b) states the details of that person which, if they were appointed, would be required to be recorded in the Trust's register of Trustees; and
 - (c) is signed by the person to be proposed to show their willingness to be appointed.
- 21.3 Trustees elected at an Annual General Meeting shall serve for a term of three years.
- 21.4 The Trustees may resolve to co-opt a Member to be a Trustee at any time for a period of service up to the next annual general meeting. Such person may include a Member who has previously been a Trustee.
- 21.5 In any case where, as a result of death, the Trust has no Members and no Trustees, the personal representatives of the last Member to have died have the right, by notice in **writing**, to appoint a person to be a Trustee.

- 21.6 For the purposes of Article 21.5, where two or more Members die in circumstances rendering it uncertain who was the last to die, a younger Member is deemed to have survived an older Member.
- 21.7 Where a maximum number of Trustees has been fixed, the appointment of a Trustee must not cause that number to be exceeded.
- 21.8 There shall be no minimum or maximum age limits for Trustees.

22. Retirement of Trustees

- 22.1 At every annual general meeting the following Trustees shall retire from office, but may, subject to this Article 22, offer themselves for re-election by the Members:
- (a) one-third, or, if their number is not divisible by three, the number nearest to one-third, of the Trustees who are to retire by rotation under Article 22.2; and
 - (b) any Trustee co-opted under Article 21.4 since the previous annual general meeting.
- 22.2 The Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. As between persons who were appointed or last reappointed on the same day, those to retire shall (unless they agree otherwise among themselves) be determined by drawing lots. A Trustee appointed under Article 21.4 shall not be taken into account in determining the Trustees who are to retire by rotation.
- 22.3 All those who are entitled to receive notice of a general meeting shall, not less than 21 clear days before the date of the meeting, be given notice of any proposal to appoint or reappoint a Trustee at the meeting, whether on the recommendation of the Trustees or because the Trust has received notice, pursuant to Article 21.2 of a Member's intention to propose an appointment. The requirement to give notice under this Article 22.3 shall not apply in the case of a Trustee who is to retire by rotation and seek reappointment.
- 22.4 No Trustee shall serve for more than two terms of three years as an elected Trustee (including periods of service as a Trustee Officer), plus any period of co-option for months prior to first election, unless the Trustees consider it would be in the best interests of the Trust for a particular Trustee to continue to serve beyond that period and that Trustee is reappointed in accordance with Article 21.4.
- 22.5 If a Trustee 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.

23. Disqualification and removal of Trustees

A Trustee shall automatically and immediately cease to hold office if they:

- (a) are removed by ordinary resolution of the Trust pursuant to the Act;
- (b) cease to be a Trustee by virtue of any provision in the Act or are prohibited by law from being a Director;
- (c) are disqualified from acting as a charity trustee by virtue of the Charities Act;
- (d) cease to be a Member of the Trust for any reason;
- (e) have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- (f) in the written opinion of a registered medical practitioner, have become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- (g) resign by written notice to the Trust, provided that at least six Trustees will remain in office once the resignation takes effect;
- (h) if the Member for whom the Trustee is the authorised representative or nominee ceases to be a Member;
- (i) if (being an authorised representative of a corporate Member):
 - (i) that corporate Member is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof for the time being in force or notifies that it is unable to pay its debts as and when they fall due; or
 - (ii) a proposal is made to the corporate Member and creditors for a voluntary arrangement pursuant to S1 of the Insolvency Act 1986; or
 - (iii) a meeting of the corporate Member is convened for the purpose of considering a resolution for the winding up of the corporate Member; or
 - (iv) an administrative receiver is appointed in respect of the corporate Member; or
 - (v) an application is made to the Court for an order for the winding up of the Corporate Member;
- (j) are absent from three consecutive meetings of the Trustees, without the permission of the Trustees, and the Trustees resolve that their office be vacated; or
- (k) are removed from office by a resolution of the Trustees that it is in the best interests of the Trust that their office be vacated passed at a meeting at which at least two thirds of the Trustees are present. Such a resolution must not be passed unless:

- (i) the Trustee has been given at least 21 clear days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it will be proposed; and
- (ii) the Trustee has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Trustees must consider any representations made by the Trustee (or the Trustee's representative) and inform the Trustee of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to terminate the Trusteeship of a Trustee.

24. Proceedings of Trustees

- 24.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit providing a quorum is present in accordance with Article 27 at any meeting where a decision to change how Trustees' proceedings are regulated is considered.
- 24.2 Acts done by a meeting of the Trustees or of a committee or by a person acting as a Trustee shall not be invalidated by the subsequent realisation that:
- (a) the appointment of any such Trustee or person acting as a Trustee was defective; or
 - (b) any or all of them were disqualified; or
 - (c) any or all of them were not entitled to vote on the matter.

25. Calling a Trustees' meeting

- 25.1 Any Trustee may call a meeting of the Trustees by giving notice of the meeting to the Trustees or by authorising the Secretary to give such notice.
- 25.2 Notice of a meeting of the Trustees must be given to each Trustee in **writing**. The notice must specify:
- (a) the time, date and place of the meeting;
 - (b) the general particulars of the business to be considered at the meeting; and
 - (c) if it is anticipated that the Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting,

provided that, if at least 3 of the Trustees (acting reasonably) indicate in **writing** in advance of the date of a proposed meeting that they are unable to attend a meeting on the date proposed in the notice convening the meeting, the Trustees shall use reasonable endeavours to explore alternative dates for the given meeting which may be more convenient for the Trustees generally provided that, having used reasonable

endeavours to identify alternative dates, the Trustees shall be under no obligation to rearrange a meeting once it has been convened and no representations received from Trustees that they are unavailable to attend on a given date shall invalidate any notice convening a meeting.

26. Participation in Trustees' meetings

- 26.1 Any Trustee may participate in a meeting of the Trustees in person or by means of video conference, telephone or any suitable electronic means agreed by the Trustees and by which all those participating in the meeting are able to communicate with all other participants.
- 26.2 If all the Trustees participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

27. Quorum for Trustees' meetings

- 27.1 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, provided it shall not be less than one Trustee Officer and three other Trustees and, unless otherwise fixed, it is one Trustee Officer and three other Trustees.
- 27.2 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 27.3 If the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision to:
- (a) appoint further Trustees; or
 - (b) call a general meeting so as to enable the members to appoint further Trustees.

28. Chairing Trustee meetings

- 28.1 The Chairperson shall preside as chair at Council Meetings or if at any meeting he is not participating in the meeting within five minutes of the time at which it was to start, a Vice-Chairperson (if present) shall act as chair of the meeting.
- 28.2 If at any meeting of the Trustees neither the Chairperson nor Vice-Chairperson is participating in the meeting within five minutes of the time at which it was to start, the participating Trustees must appoint one of themselves to chair the meeting.

29. Decision-making by Trustees

- 29.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting of the Trustees called in accordance with Article 25 or a decision taken in accordance with Article 30.
- 29.2 At a meeting of the Trustees, each Trustee has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).
- 29.3 A resolution in **writing** signed (or agreed to by email) by a requisite majority of the Trustees for the time being or at any committee of the Council shall be as valid and effectual as if it had been passed at a meeting of the Council or of such committee duly convened and constituted.

30. Unanimous decisions by Trustees

- 30.1 A decision of the Trustees is taken in accordance with this Article when all eligible Trustees indicate to each other by any means that they share a common view on a matter.
- 30.2 Such a decision may take the form of a resolution in **writing**, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in **writing**.
- 30.3 References in this article to eligible Trustees are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.
- 30.4 A decision may not be taken in accordance with this Article if the eligible Trustees would not have formed a quorum at such a meeting.

31. Delegation by Trustees

- 31.1 The Trustees may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising two or more Trustees.
- 31.2 The Trustees may delegate the implementation of their decisions or day-to-day management of the affairs of the Trust to any person or committee.
- 31.3 The terms of reference of a committee may include conditions imposed by the Trustees, including that:

- (a) the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate; and
 - (b) no expenditure or liability may be incurred on behalf of the Trust except where approved by the Trustees or in accordance with a budget previously agreed by the Trustees.
- 31.4 Persons who are not Trustees may be appointed as members of a committee, subject to the approval of the Trustees.
- 31.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Trustees.
- 31.6 The terms of any delegation to a committee shall be recorded in the minute book.
- 31.7 The Trustees may revoke or alter a delegation.
- 31.8 All acts and proceedings of any committee shall be fully and promptly reported to the Trustees.
- 31.9 All acts bona fide done by any meeting of the Trustees or of any committee of the Council, or by any person acting as a Trustee, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment if any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee.

32. Conflicts of interests

- 32.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which the Trustee or any Connected Person has in a proposed transaction or arrangement with the Trust or in any transaction or arrangement entered into by the Trust which has not previously been declared.
- 32.2 A Trustee must absent themselves from any discussions of the Trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of the Trust and any personal interest (including, but not limited to, any personal financial interest).
- 32.3 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

- (a) the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- (b) the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
- (c) the unconflicted Trustees consider it is in the interests of the Trust to authorise the conflict of interests in the circumstances applying.

In this Article **32.3** a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a Connected Person.

33. Minutes

The Trustees shall cause the Trust to keep the following records in **writing** and in permanent form:

- (a) minutes of proceedings at general meetings;
- (b) minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting;
- (c) copies of resolutions of the Trust and of the Trustees, including those passed otherwise than at general meetings or at meetings of the Trustees; and
- (d) particulars of appointments and retirements of Trustees, Trustee Officers and Auditors.

34. Records and accounts

34.1 The Trustees shall cause records to be kept sufficient for the following purposes:-

- (a) to record all sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place;
- (b) to show all sales and purchases and stock of goods by the Trust;
- (c) to give details of the assets and liabilities of the Trust;
- (d) to disclose the financial position of the Trust;
- (e) to enable an income and expenditure account and balance sheet to be prepared; and
- (f) to monitor the day to day financial progress of the Trust.

- 34.2 The Trustees shall comply with the requirements of the Act and the Charities Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
- (a) annual reports;
 - (b) annual returns; and
 - (c) annual statements of financial accounts.
- 34.3 The books of accounts shall be kept at the Office, or, subject to sections 388 and 389 of the Act. at such other place or places as the Trustees shall think fit.
- 34.4 Accounting records relating to the Trust must be made available for inspection by any Trustees at any reasonable time during normal office hours.
- 34.5 The Trustees shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Trust or any of them shall be open to the inspection of Members not being Trustees and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Trust except as conferred by statute or authorised by the Trustees or by the Trust at a general meeting.
- 34.6 A copy of the Trust's latest available statement of account shall be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Trust's reasonable costs of fulfilling the request, within two months of such request.

35. Communications

- 35.1 The Trust may deliver a notice or other document in **writing** to a Member:
- (a) by delivering it by hand to the address recorded for the Member in the register of Members;
 - (b) by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address recorded for the Member in the register of Members;
 - (c) by electronic mail to an address notified by the Member;
 - (d) by a website, the address of which shall be notified to the Member;
 - (e) by any publications of the Trust;
 - (f) by advertisement in at least two national newspapers; or
 - (g) by any other method provided for under the Act.

35.2 This Article does not affect provisions in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.

35.3 If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

35.4 If a notice or document is sent:

(a) by post or other delivery service in accordance with Article 35.1(b), it is treated as being delivered:

(i) 24 hours after it was posted, if first class post was used; or

(ii) 72 hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

(iii) properly addressed; and

(iv) put into the post system or given to delivery agents with postage or delivery paid.

(b) by electronic mail, it is treated as being delivered at the time it was sent;

(c) by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

35.5 If a notice is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

36. Irregularities

The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

37. Indemnity

37.1 Subject to Article 37.2, but without prejudice to any indemnity to which they may otherwise be entitled:

- (a) every Trustee or former Trustee of the Trust shall be indemnified out of the assets of the Trust in relation to any liability they incur in that capacity; and
- (b) every other officer or former officer of the Trust may be indemnified out of the assets of the Trust in relation to any liability they incur in that capacity.

37.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

38. Disputes

If a dispute arises between Members about the validity or propriety of anything done by the Members under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

39. Rules

39.1 The Trustees may from time to time establish such rules as they may consider necessary for or conducive to the effective operation of the Trust. In particular, but without prejudice to the generality of the above, such rules may regulate:

- (a) the admission of Members of the Trust, their rights and privileges and other conditions of membership;
- (b) the conduct of Members in relation to one another and to the Trust's employees and volunteers; and
- (c) the procedure at general meetings and meetings of the Trustees and committees to the extent that such procedure is not regulated by the Act or by the Articles.

39.2 The Trust in general meeting may alter, add to or repeal the rules by special resolution.

39.3 The Trustees must adopt such means as they think sufficient to bring the rules and bye laws to the notice of the Members.

39.4 The rules shall be binding on all Members and no rule shall be inconsistent with or shall affect or repeal anything contained in the Articles.