

[Company number: 03157806](#)

[Charity number: 1058392](#)

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

~~THE~~ FRIENDS OF
HIGHGATE CEMETERY TRUST*

*Incorporated on 16 January 1996, and as amended [on](#) 12 April 2000,
15 March 2006-, 17 June 2008, 11 March 2010, ~~29th~~[29](#) April 2015,
~~and~~ 6 July 2021 [and](#) [\[DATE\]](#) 2021

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INTERPRETATION

~~1. Defined terms~~

1. Interpretation

1.1 In the Articles:

Articles

means these articles of association.

~~**Authenticated Document**~~

~~means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, that contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement).~~

Authorised Representative

means an individual who is authorised by a Member organisation to act on its behalf at meetings of the Charity and whose name is notified to the Charity in accordance with the **Articles**.

Chair

means the chair of the Trustees.

Charities Act

means the Charities Act 2011.

Charity

means the company governed by the Articles.

Charity Trustee	has the meaning prescribed by section 177 of the Charities Act.
Clear Days	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect.
Trustee Code of Conduct	<u>means</u> the code of conduct adopted by the Trustees on 28 January 2014 to regulate their behaviour and as may be amended from time to time <u>hereafter</u> .
Commission	means the Charity Commission for England and Wales.
Companies Act	means the Companies Act 2006.
Connected Person	<p>means any person falling within one of the following categories:</p> <ol style="list-style-type: none"> a. any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a <u>Director/Trustee</u>; or b. the spouse or civil partner of any person in (a); or c. any person who carries on business in partnership with a <u>Director/Trustee</u> or with any person in (a) or (b); or d. an institution which is controlled by either a <u>Director/Trustee</u>, any person in (a), (b) or (c), or a <u>Director/Trustee</u> and any person in (a), (b) or (c), taken together; <u>or</u> e. a corporate body in which a <u>Director/Trustee</u> or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest. <p>Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article.</p>
Financial Expert	means a person who is reasonably believed by the Trustees to be qualified to give the relevant advice and/or provide the relevant services by <u>his or her/their</u> ability in and practical experience of financial and other matters relating to the investment.
Material Benefit	means a benefit that may or may not be financial but that has a monetary value.
Member and Membership	refer to membership of the Charity.

Month	means calendar month.
Objects	means the objects of the Charity set out in Article 3-5 .
Ordinary Resolution	means a resolution of the Members that is passed by a simple majority.
Properly Incurred	means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity.
Relevant Liability	<p>means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability</p> <p>a. to pay a criminal fine;</p> <p>b. to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising);</p> <p>c. for defending criminal proceedings in which a Trustee is convicted;</p> <p>d. for defending civil proceedings in which judgment is given against him or her;</p> <p>e. in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief;</p> <p>and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity.</p>
Secretary	means the company secretary of the Charity or the person appointed to fulfil the role of company secretary.
Special Resolution	means a resolution of the Members that is passed by a majority of 75% or more %.
Trustee	means a director of the Charity, and includes any person occupying the position of director, by whatever name called <u>collectively referred to as the Trustees</u> .
<u>Virtually</u>	<u>means by telephone link, video link, or other technology enabling all participants to communicate with one another in real time without being physically present in the same place.</u>
Written or In Writing	refers to a legible document on paper or a document that can be printed onto paper, including an electronic mail <u>email</u> .

Year

means calendar year.

~~1.2~~ ~~The defined terms in Article 1 shall apply.~~

~~4.31.2~~ Words or expressions that are defined in Article 4.1.1 are shown in bold type when they first appear in these Articles and are capitalised thereafter.

~~4.41.3~~ Except where the context requires otherwise, expressions words and phrases defined in the **Companies Act** have the same meaning in the Articles.

~~4.51.4~~ References in the Articles to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

2. Amendments

Articles 5, ~~5.30, 11,~~ 11 and 25 shall not be amended without the prior **Written** consent of the **Commission**, unless the proposed amendments are permitted without such written consent.

2.3. Name and ~~Registered Office~~ registered office

~~2.13.1~~ The name of the Charity is 'Friends of Highgate Cemetery Trust'.

~~2.23.2~~ The registered office of the Charity is to be in England and Wales.

3.4. Exclusion of model articles

The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity.

OBJECTS AND POWERS

4.5. Objects

~~4.15.1~~ The Charity's objects ~~of (the Charity Objects)~~ are:

~~4.1.15.1.1~~ to promote the public benefit in relation to Highgate Cemetery (the **Cemetery**) by any means appropriate and likely to preserve it as a place of historic and other interest and beauty;

~~4.1.25.1.2~~ to permit the Cemetery (or such part thereof as may be available for the purpose) to be used as a public burial ground;

~~4.1.35.1.3~~ to secure the repair, restoration and preservation of the Cemetery, its monuments and buildings and other artefacts and their setting for the public benefit.

5.6. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

~~5.16.1~~ to speak and act on behalf of all who care for the Cemetery as a place of historic and other interest, including those who cherish the memory of persons buried there;

- [5.26.2](#) to secure public access to and enjoyment of the Cemetery upon such terms and conditions as the Charity shall determine;
- [5.36.3](#) to conserve the natural plant, animal and bird life of the Cemetery and so far as practicable of its surroundings;
- [5.46.4](#) to protect and preserve the monuments and buildings within the Cemetery;
- [5.56.5](#) to promote in relation to the Cemetery historical, genealogical, architectural, botanical, or zoological or other study or research, and publish the results thereof;
- [5.66.6](#) to arrange public lectures, seminars and broadcasts, and to publish educational materials concerning the Cemetery;
- [5.76.7](#) to promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
- [5.86.8](#) to provide advice;
- [5.96.9](#) to organise meetings, lectures, conferences, broadcasts ~~or~~ and courses of instruction;
- [5.106.10](#) to publish or distribute information;
- [5.116.11](#) to co-operate or collaborate with other bodies and engage in joint ventures;
- [5.126.12](#) to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- [5.136.13](#) to support, administer or set up other charities and undertake and execute charitable trusts;
- [5.146.14](#) to raise funds, including by trade in the course of carrying out the ~~objects~~[Objects](#) of the Charity and to carry on any other trade which is not expected to give rise to taxable profits;
- [5.156.15](#) to take and accept [\(or disclaim\)](#) any gift of money, property or other assets whether subject to any special trusts or not;
- [5.166.16](#) to borrow money and give security for loans for any purpose including for the purposes of investment or of raising funds, including charging property as security for repayment of money borrowed or as security for a grant or the discharge of any obligation (but only in accordance with the restrictions imposed by [sections 124 to 126 of the Charities Act](#));
- [5.176.17](#) to acquire or hire [property and](#) property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- [5.186.18](#) to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by [sections 117 to 123 of the Charities Act](#));
- [5.196.19](#) to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;

5.206.20 to pay any rent and other outgoings and expenses in relation to property and to do all such other things as may be necessary for (or incidental to) the use, maintenance, alteration or improvement of such property;

5.216.21 to purchase, lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;

5.226.22 to make grants or loans of money and to give guarantees;

5.236.23 to set aside funds for special purposes or as reserves against future expenditure;

5.246.24 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;

5.256.25 to deposit or invest funds in any manner, including to make social investments in accordance with [Part 14 A of the Charities \(Protection and Social Investment\) Act 2016](#) (but, where the Trustees deem it necessary in all the circumstances, to obtain advice from a **Financial Expert** in relation to such deposits or investments);

5.266.26 to delegate the management of investments to a Financial Expert, but only on terms that:

5.26.16.26.1 require the Financial Expert to comply with any investment policy (and any revision of that policy) set down **In Writing** for the Financial Expert by the Trustees;

5.26.26.26.2 require the Financial Expert to report every transaction to the Trustees promptly;

5.26.36.26.3 require the Financial Expert to review the performance of the investments with the Trustees regularly;

5.26.46.26.4 entitle the Trustees to cancel the delegation arrangement at any time;

5.26.56.26.5 require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a **Year**;

5.26.66.26.6 require all payments to the Financial Expert to be on a scale or at a level that is agreed in advance and to be notified promptly to the Trustees on receipt; and

5.26.76.26.7 prohibit the Financial Expert from doing anything outside the powers of the Trustees;

5.276.27 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial Expert acting under the instructions of the Trustees), and to pay any reasonable fee required;

5.286.28 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

5.296.29 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as **Charity Trustees**, or against personal liability

incurred in respect of any act or omission that is or is alleged to be a breach of trust or breach of duty, provided that such insurance may not cover any personal liability where the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

~~5.306.30~~ subject to Article ~~44~~11, to engage, employees, consultants, advisers, agents and volunteers;

~~5.346.31~~ to provide and contribute to superannuation or pension funds for the employees and workers of the Charity, or any of them, or otherwise to make provision for such employees and workers and their dependants;

~~5.326.32~~ to enter into contracts to provide services to or on behalf of other bodies;

~~5.336.33~~ to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which ~~in the opinion of the Trustees~~ are similar to the ~~purposes~~Objects of the Charity, either alone or as amalgamated;

~~5.346.34~~ to establish or acquire subsidiary companies;

~~5.356.35~~ to pay the reasonable and proper costs of ~~forming and~~ administering the Charity; and

~~5.366.36~~ to do anything else within the law that promotes or helps to promote the Objects.

~~6. Application of income and property~~

~~The income and property of the Charity shall only be applied to promote the Objects.~~

TRUSTEES

7. The Trustees

7.1 The Trustees, as Charity Trustees, have control of the Charity and its property and funds.

7.2 The number of Trustees shall be a minimum of six and a maximum of twelve ~~and a minimum of six trustees~~, being:

7.2.1 between six and nine Trustees elected by ~~members of the Charity~~Members by Ordinary Resolution at a general meeting (the **Elected Trustees**) ~~at the annual general meeting; and~~;

7.2.2 up to three Trustees appointed by the Trustees on the basis of their specialist skills and experience (the **Appointed Trustees**) ~~;~~ and

7.2.3 any number of co-opted Trustees appointed by the Trustees under Article 7.11 (the Co-opted Trustees).

7.3 No appointment of an Appointed Trustee shall be effective until it has been approved by an Ordinary Resolution of the Members at an annual general meeting, ~~subject to Article 10.3.~~

- 7.4 No person shall be elected, re-elected, appointed or re-appointed as a Trustee at ~~an annual~~ general meeting unless:
- 7.4.1 the person is recommended by the Trustees; or
- 7.4.2 in respect of Elected Trustees, not less than two Months before the date of the meeting notice is given to the Charity that:
- (a) is signed by a Member entitled to vote at the ~~annual general~~ meeting;
 - (b) states the Member's intention to propose the election of a person as a Trustee;
 - (c) contains the requisite details that, if the person were to be elected, the Charity would be required to file at Companies House; and
 - (d) is signed by the person who is to be proposed to show their willingness to be elected, ~~which also~~ and confirms their eligibility to be a ~~charity trustee~~ Charity Trustee.
- 7.5 Any person who is willing to act as a Trustee of the Charity and:
- 7.5.1 is a Member of the Charity who has attained 18 years of age;
- 7.5.2 has signed the Trustee Code of Conduct; ~~and~~
- 7.5.3 is permitted to be so appointed by the law and the Articles; ~~and~~
- 7.5.4 may be ~~is not subject to automatic termination of their trusteeship under Article 7.9,~~
- is eligible to be elected or appointed to be a Trustee; ~~;~~
- ~~i. if an Elected Trustee, by Ordinary Resolution at an annual general meeting; or~~
 - ~~ii. if an Appointed Trustee, by a decision of the Trustees, with such appointment to be approved by an Ordinary Resolution of the Charity at an annual general meeting.~~
- 7.6 Subject to earlier termination under Article 7.9, Elected Trustees and Appointed Trustees shall hold office for a period ending at the end of the third annual general meeting after their appointment, reappointment, election, or re-election (as the case may be).
- 7.7 Any retiring Elected Trustee or Appointed Trustee who remains qualified may be re-appointed or re-elected for a second term of office, provided that no Elected Trustee or Appointed Trustee may serve for more than two consecutive terms of office.
- 7.8 Where, prior to the date on which these Articles were adopted, a Trustee was in office, for the purposes of calculating that Trustee's term of office, any period already served by them shall be deemed to be included.
- 7.9 A Trustee's term of office automatically terminates if the Trustee:

7.9.1 is disqualified under the Charities Act from acting as a Charity Trustee or is prohibited by law from being a director of a company;

7.9.2 ~~is incapable, whether mentally or has become physically, or mentally incapable of managing his or her own affairs~~ acting as a Trustee and may remain so for more than three months, and the Trustees have received the Written opinion of a registered medical practitioner who is treating that person to that effect, and the Trustees resolve that ~~his or her~~ their office be vacated;

7.9.3 is absent from three consecutive meetings of the Trustees, ~~unless before then and~~ the Trustees have resolved that ~~his or her~~ the person be removed for this reason ~~for absence is sufficient~~;

7.9.4 ceases to be a Member;

7.9.5 reaches the end of their term of office;

~~7.9.5~~ 7.9.6 resigns by Written notice to the Trustees (but only if at least two Trustees will remain in office); or

~~7.9.6~~ 7.9.7 is removed by Ordinary Resolution at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

7.10 A An Elected Trustee or Appointed Trustee who has served two consecutive terms of office may be reappointed or re-elected for a further term of office, provided that at least one year has passed since the end of their previous term of office as a Trustee.

7.11 The Trustees may co-opt a person who is willing to act as a Trustee either to fill a vacancy or as an additional Trustee, provided that the appointment does not cause the total number of Trustees to exceed twelve. Co-opted Trustees shall hold office until the next annual general meeting following their appointment. Unless the person is elected as an Elected Trustee or appointed as an Appointed Trustee at such annual general meeting, they shall vacate office at the end of that meeting.

8. Irregularities regarding Trustee decision making

All acts done by a meeting of the Trustees or by any person acting as a Trustee shall be valid even if it is discovered afterwards that there was some defect in the appointment of any person or persons acting, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their ~~or his or her~~ office.

9. Proceedings of Trustees

9.1 The Trustees must hold at least 2 meetings each Year.

9.2 A quorum at a meeting of the Trustees is three Trustees, or such other greater number as the Trustees may from time to time decide.

9.3 Any Trustee may call a meeting of the Trustees by giving reasonable notice of the meeting to the Trustees or by authorising the **Secretary** (if there is one) to give such notice.

- 9.4 A meeting of the Trustees may be held either in person or by suitable electronic ~~or other~~ means agreed by the Trustees in which all participants may communicate with all the other participants. This may include:
- 9.4.1 physical meetings where all participants are present in the same room;
 - 9.4.2 virtual meetings where all participants access the meeting Virtually; and
 - 9.4.3 hybrid meetings where some participants attend physically and some attend Virtually.
- 9.5 The **Chair** or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 9.6 Every issue may be determined at a meeting by a simple majority of the votes cast. Except for the Chair of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.
- 9.7 A Written resolution signed or authorised (by electronic means or otherwise) by all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees circulated to all the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees, and approved by a simple majority of them, is as valid as a resolution passed at a meeting, and for this purpose:
- 9.7.1 the number of Trustees who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Trustees; and
 - 9.7.2 the resolution may be contained in more than one document and will be treated as passed on the date of the last signature or authorisation required to secure the simple majority of eligible Trustees.
- 9.8 A Trustee must avoid a situation in which they have an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:
- 9.8.1 the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;
 - 9.8.2 the situation is authorised by the Trustees in accordance with Article 9.9; or
 - 9.8.3 the situation relates to the purchase of trustee indemnity insurance in accordance with Article 6.29.
- 9.9 If a conflict of ~~interests~~ interest arises for a Trustee, the unconflicted Trustees may authorise such a conflict of ~~interests~~ interest provided that:
- 9.9.1 the procedure in Article 9.10 is followed;
 - 9.9.2 authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Trustee or any **Connected Person** that would not be permitted by Article 11; and
 - 9.9.3 the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.

- 9.10 Whenever a Trustee has an interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
- 9.10.1 declare ~~his or her~~their interest before discussion begins on the matter;
 - 9.10.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 9.10.3 not be counted in the quorum for that part of the meeting; and
 - 9.10.4 withdraw during the vote and have no vote on the matter.
- 9.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

10. Powers of Trustees

- 10.1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Act, the Articles or any **Special Resolution**.
- 10.2 Without prejudice to Article 10.1, the Trustees may:
- 10.2.1 appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity;
 - 10.2.2 appoint (and remove) a Chair and other honorary officers from among their number;
 - 10.2.3 delegate any of their functions to:
 - (a) any person(s); or
 - (b) committee(s) consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee),with any such delegation to be recorded in ~~written~~Written board minutes of the Trustees and in the case of a committee in terms of reference, and all material proceedings of such persons or committees being reported promptly to the Trustees;
 - 10.2.4 make regulations consistent with the Articles and the Companies Act to govern:
 - (a) the conduct of Members;
 - (b) the holding of elections to elect the Elected Trustees;
 - (c) proceedings at general meetings;
 - (d) proceedings at meetings of Trustees and meetings of committees; and
 - (e) the administration of the Charity and the use of its seal (if any);

- 10.2.5 establish procedures to assist the resolution of disputes within the Charity;
and
 - 10.2.6 exercise any powers of the Charity that are not reserved to a general meeting.
- 10.3 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 7.2—, it shall be lawful for them to act as Trustees for the purposes of:
- 10.3.1 appointing persons as Trustees to fill up vacancies in their body with those appointments to be effective only until the next ~~annual~~ general meeting; or
 - 10.3.2 for summoning a general meeting,
- but not for any other purpose.

INCOME, PROPERTY AND BENEFITS

11. BenefitsApplication of income and property and benefits to Members and Trustees

~~11.1~~ The income and property of the Charity shall be applied solely towards the promotion of the Objects.

~~11.1.2~~ No part of the income and property of the Charity shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to Members of the Charity, and ~~Members and Trustees must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity but~~ no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity; provided that nothing in these Articles shall prevent any payment in good faith by the Charity:

~~11.1.1~~ Trustees and Members may be paid interest at a reasonable rate on money lent to the Charity;

~~11.1.2~~ Trustees and Members may be paid a reasonable rent or hiring fee for property let or hired to the Charity;

~~11.2.1~~ a Trustee may receive reimbursement of reasonable and proper remuneration for the employment of, or any services rendered to the Charity by, any Member, officer or servant of the Charity who is not a Trustee, or for services or goods that are supplied in connection with the provision of services rendered to the Charity by any Trustee or Connected Person in accordance with the requirements of Article 1.1.1;

~~11.2.2~~ of interest on money lent by any Member, Trustee or Connected Person at a rate per annum not exceeding the published base lending rate of a clearing bank to be selected by the Trustees;

~~11.2.3~~ of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee or Connected Person may also be a member holding not more than 1/100th part of the issued capital of that company;

- ~~11.2.4 of reasonable and proper rent for premises demised or let by any Member or Trustee;~~
- ~~11.2.5 of premiums on policies of insurance to indemnify the Trustees purchased pursuant to Article 6.29;~~
- ~~11.2.6 of an indemnity to Trustees in the circumstances specified in Article 24; and~~
- ~~11.1.311.2.7 to any Trustee of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out his or her duties as a Charity Trustee;~~
- ~~11.1.4 Trustees may benefit from trustee indemnity insurance purchased pursuant to Article 5.29;~~
- ~~11.1.5 the Charity may indemnify Trustees in accordance with Article 5.28;~~
- ~~11.1.6 without prejudice to Article 11.3 the Charity may make payment to any company in which a Trustee has no more than a 1% shareholding;~~
- ~~11.1.7 Trustees and Members may receive benefits pursuant to Article 11.3;~~
- ~~11.1.8 in exceptional cases, the Charity may make other payments or provide other benefits to Trustees (but only with the written approval of the **Commission** in advance).~~
- ~~11.2 A Trustee or Connected Person must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:~~
- ~~11.2.1 as mentioned in Articles 5.29, 11.1, 11.1.2, 11.1.3, 11.3 or 24;~~
- ~~11.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out his or her duties as a Charity Trustee;~~
- ~~11.2.3 without prejudice to Article 11.3, payment to any company in which a Trustee has no more than a 1% shareholding;~~
- ~~11.2.4 payment to a company of which a Trustee is an employee;~~
- ~~11.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).~~
- ~~11.3 Any Trustee (or any Connected Person whose remuneration might result in a Trustee obtaining a Material Benefit) may enter into a contract withfor the Charity to supply goods orof services in return for a payment, or other Material Benefit but only if:~~
- ~~11.3.1 theof goods orthat are supplied in connection with the provision of services are actually required by, to the Charity;~~
- ~~11.3.2 any conflict of interests where that is authorised by the Trusteespermitted in accordance with Article 9.9;~~

~~11.3.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 9.10;~~

~~11.411.3 in any financial year, less than half of the Trustees are, and subject to such a contract (or have a Connected Person who is subject to such a contract), the conditions in, sections 185 and 186 of the Charities Act.~~

MEMBERS

12. Membership

12.1 The Charity must maintain a register of Members in accordance with the Companies Act.

12.2 **Membership** of the Charity shall be determined as follows:

12.2.1 The Trustees may from time to time make such rules as they may deem necessary or expedient or convenient to regulate the admission and classification of Members ~~of the Charity~~ (including the admission of organisations to ~~membership~~ **Membership**).

12.2.2 The Trustees may establish different classes of Membership and prescribe their respective privileges and duties and set the amounts of any subscriptions.

12.2.3 Membership is terminated if the Member concerned:

- (a) gives Written notice of resignation to the Charity;
- (b) dies, or (in the case of an organisation) ceases to exist;
- (c) is more than three **Months** in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated on payment of the amount due); or
- (d) is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion it would be in the best interests of the Charity for the Member's Membership to be terminated (but only after notifying the Member In Writing and considering the matter in the light of any Written representations that the Member concerned puts forward within 14 **Clear Days** after receiving notice).

12.3 Membership of the Charity is not transferable.

13. General ~~Meetings~~ **meetings**

13.1 The Charity shall hold an annual general meeting each year ~~in addition to any other general meetings in that year~~ and not more than fifteen months may elapse between successive general meetings ~~in addition to any other meetings in that year~~, and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held at such ~~time~~ **time** and place or places as the Trustees shall ~~appoint.~~ **appoint.**

~~general meetings other than annual general meetings shall be called extraordinary general meetings. determine.~~

13.2 The Trustees may call general meetings and, on the request of Members pursuant to the provisions of the Companies Act, will proceed to convene ~~an extraordinary~~ general meeting in accordance with the provisions of the Companies Act. ~~If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any Member may call a meeting.~~

13.3 A general meeting may be called at any time by the Trustees or any of them.

13.4 A general meeting may be held in such a way as may be agreed by the Trustees, provided all participants may communicate with all the other participants simultaneously. This may include:

13.4.1 a physical meeting where all participants are present in the same room;

13.4.2 a virtual meeting where all participants access the meeting Virtually; and

13.4.3 a hybrid meeting where some participants attend physically and some attend Virtually.

13.5 Members are entitled to attend general meetings ~~personally, by suitable electronic;~~

13.5.1 in person (which may be physically or means to be, where agreed by the Trustees in advance of the meeting, , Virtually);

13.5.2 by proxy; (subject to compliance with Article 16); or

~~13.3.1~~13.5.3 (in the case of ~~an~~ a Member organisation) by an Authorised Representative.

14. Notice of General Meetingsgeneral meetings

14.1 General meetings are called on at least 14 Clear Days' Written notice ~~specifying the business to be discussed, any electronic or other means by which the meeting can be attended (other than personally, by proxy, or by Authorised Representative in the case of organisation), and. The notice must:~~

14.1.1 specify the ~~date, time and place of the meeting~~ (if the meeting is held in a physical place)-) location of the meeting and, if applicable, the arrangements for accessing the meeting Virtually;

14.1.2 specify the general nature of the business to be discussed and (if a Special Resolution is to be proposed) the terms of the proposed Special Resolution; and

14.1.3 contain a statement setting out the right of Members to appoint a proxy.

14.2 The notice shall be given to all the Members and the auditors.

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

15. Proceedings at ~~General Meetings~~general meetings

- 15.1 ~~There is a quorum. No business shall be transacted at a general meeting if the number unless a quorum is present. A quorum is the greater of 25 Members, or two and a half per cent. of the total number of Members or Authorised Representatives at the time, present in person, (physically or, where applicable, Virtually), or by proxy, or by electronic other means as specified according to Article 13.4 is at least 25 persons (in the case of a Member organisation) by their Authorised Representative and entitled to vote upon the business to be transacted, or two and a half per cent of the total number of members or proxies for members (whichever is the greater). at the meeting.~~
- 15.2 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall ~~stand~~be adjourned to the same day in the next week at the same time and place, or to such other time and place as the Trustees may determine.
- 15.3 The Chair or (if the Chair is unable or unwilling to do so), ~~or~~ some other Trustee nominated by the Trustees, shall preside at a general meeting, but if neither the Chair nor such other nominated Trustee (if any) is present within 15 minutes of the meeting's appointed start time, a Member elected by those present presides at a general meeting.
- 15.4 The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven ~~clear days~~'Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

16. Appointment of proxies

- 16.1 Proxies may only be validly appointed by a notice In Writing that:
- 16.1.1 states the name and address of the Member appointing the proxy;
 - 16.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 16.1.3 is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine;
 - 16.1.4 is delivered to the Charity in accordance with Article 21.8; and
 - 16.1.5 is received by the Charity at least 48 hours before the meeting to which it relates.
- 16.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 16.3 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.

- 16.4 Unless a proxy notice indicates otherwise, it should be treated as:
- 16.4.1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
 - 16.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 16.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 21.8, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

17. Voting at general meetings

17.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded, with provision made for ~~those~~any person attending ~~by electronic means~~Virtually to vote electronically in either case.

~~17.2 A resolution to amend these Articles shall be a Special Resolution as provided for in the Companies Act.~~

~~17.3~~17.2 ~~Subject to Article 17.2 and except~~Except where otherwise provided by the Companies Act, every issue is decided by ~~a majority of the votes cast~~Ordinary Resolution.

~~17.4~~17.3 Subject to Article 17.4, every Member present in person (physically, or, where agreed by such electronic or other means as the Trustees have specified under Article 13.4, Virtually), or by proxy, or through an Authorised Representative) has one vote on each issue.

~~17.5~~17.4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands.

~~17.6~~17.5 A poll on a resolution may be demanded:

~~17.6.1~~17.5.1 in advance of the general meeting where it is to be put to the vote; or

~~17.6.2~~17.5.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

~~17.7~~17.6 A poll may be demanded by any Member.

~~17.7~~ Unless a poll is duly demanded, a declaration by the chair of the meeting of the result of the vote shall be conclusive evidence.

17.8 A demand for a poll may be withdrawn if the poll has not yet been taken and the ~~Chair~~chair of the meeting consents to the withdrawal. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

17.9 Polls must be taken immediately and in such manner as the ~~Chair~~chair of the meeting directs.

18. Written ~~Resolutions~~resolutions

The Charity may pass ~~written~~Written resolutions in accordance with the procedures prescribed in the Companies Act.

19. Irregularities regarding Member decision making

The proceedings of any meeting or the taking of any poll or the passing of a ~~written~~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.

**ADMINISTRATIVE ARRANGEMENTS AND
MISCELLANEOUSGENERAL**

20. Records and ~~Accounts~~accounts

20.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

20.1.1 annual reports;

20.1.2 annual returns; and

20.1.3 annual statements of account.

20.2 The Trustees must keep proper records of:

20.2.1 all resolutions of Members passed otherwise than at a general meeting;

20.2.2 all proceedings at general meetings;

20.2.3 all decisions of the Trustees (whether taken at a meeting or otherwise);

20.2.4 all reports of committees; and

20.2.5 all professional advice obtained.

20.3 The records referred to in Articles 20.2.1, 20.2.2 and 20.2.3 must be kept for ten years from the date of the resolution, general meeting or Trustees' meetingdecision, as relevant.

20.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

20.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a Written request for it and pays the Charity's reasonable costs.

21. Communication with Members

21.1 The Charity may validly send or supply any document (including any notice) or information to a Member:

21.1.1 by delivering it by hand to the address recorded for the Member in the register of Members;

21.1.2 by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members; (and the only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members);

21.1.3 by ~~electronic mail~~ to an email address notified by the Member In Writing; or

21.1.4 by means of a website the address of which has been notified to the Member In Writing;

in accordance with this Article 21 as supplemented by the provisions of the Companies Act, where applicable.

21.2 The Charity may only send a document or information to a Member by ~~electronic mail~~:

21.2.1 where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and

21.2.2 to the address specified for that purpose by the Member.

21.3 The Charity may send a document or information to a Member via a website if the Member concerned has consented, or has not responded within 28 days of the Charity sending ~~him or her~~ a request asking ~~him or her~~ to agree to the Charity communicating with ~~him or her~~ in that manner, provided that:

21.3.1 the request stated clearly what the effect of failure to respond would be;

21.3.2 when the request ~~is~~ was sent to the Member, at least 12 months ~~have~~ had passed since the Charity last requested the Member to agree to receive the same or a similar type of document or information via a website;

21.3.3 the document or information concerned is made available in a form that enables the recipient to read it and retain a copy of it; and

21.3.4 the Charity complies with the requirements of Articles 21.4 and 21.5.

21.4 When sending information or a document via a website, the Charity must notify each intended recipient of:

21.4.1 the presence of the document or information on the website;

21.4.2 the address of the website;

21.4.3 the place on the website where it may be accessed; and

- 21.4.4 how to access the document or information.
- 21.5 Where information or a document is sent to Members via a website in accordance with this Article, the document or information must remain on the website:
- 21.5.1 in the case of notice of a general meeting, until after the general meeting has ended; and
- 21.5.2 in all other cases, for 28 days beginning with the date on which the Charity sent notification pursuant to Article 21.4.
- 21.6 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 21.6.1 24 hours after being sent by ~~electronic mail~~ email or delivered by hand to the relevant address;
- 21.6.2 two Clear Days after being sent by first class post to the relevant address;
- 21.6.3 three Clear Days after being sent by second class or overseas post to the relevant address;
- 21.6.4 on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with Article 21.4);
- 21.6.5 on being handed to the Member ~~((or, in the case of a Member organisation, its Authorised Representative))~~ personally; or if earlier
- 21.6.6 as soon as the Member acknowledges actual receipt.
- 21.7 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 21.8 Members may validly send any notice or document to the Charity:
- 21.8.1 by post to:
- (a) the Charity's registered office; or
- (b) any other address specified by the Charity for such ~~purposes;~~ purpose; or
- 21.8.2 to any email address provided by the Charity for such ~~purposes~~ purpose.

22. Disputes

If a dispute arises between Members about the validity or propriety of anything done by the Members under the 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.

23. Guarantee

23.1 The liability of each Member is limited to £5, being the amount that each Member undertakes to contribute to the assets of the Charity 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:

23.1.1 payment of the Charity's debts and liabilities contracted before they cease to be a Member;

23.1.2 payment of the costs, charges and expenses of the winding up; and

23.1.3 adjustment of the rights of the contributories among themselves.

24. Indemnity

The Charity shall indemnify every Trustee in respect of any liabilities in running the Charity to the extent permitted by the Companies Act.

25. Winding Up

25.1 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the ~~members~~Members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed by Article 611 above, chosen by the ~~members~~Members at or before the time of dissolution and if that cannot be done then to some other charitable object.