

## ARTICLES OF ASSOCIATION

of

### THE NATIONAL AUTISTIC SOCIETY

Company Number: 01205298

Company Limited by Guarantee  
and not having a Share Capital

#### **Name**

- 1 The company's name is The National Autistic Society and in these Articles it is called the 'Charity'.

#### **Interpretation**

- 2 (1) In these Articles:

'Address' means a postal address or, for the purposes of electronic communication, any number or address used for the purposes of such communications, in each case registered with the Charity;

'Affiliated Group' means an association, company or other organisation or entity in the United Kingdom or overseas affiliated to the Charity in accordance with Article 3 (1);

'Articles' means the Charity's Articles of Association;

'Board' means the body of Trustees appointed under Article 25;

'Board Rules' means the rules made by the Board under Article 36;

'Branch' means a group of Members (and where deemed appropriate other supporters of the Charity) formed in accordance with Article 3 (2);

'Chair of Trustees' means the Trustee appointed by the Board under Article 29 (8);

'Charity' means The National Autistic Society the company intended to be regulated by these Articles;

'Charities Acts' means the Charities Acts 1992 and 2011 and all other statutory provisions affecting charities in force from time to time insofar as they apply to the Charity;

'Clear Days' in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

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

'Committee' means a committee appointed by the Board under Article 30;

'Companies Acts' means the Companies Acts as defined in section 2 of the Companies Act 2006 insofar as they apply to the Charity;

'Connected Person' in respect of a Trustee means:

- (1) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (2) the spouse or civil partner of the Trustee or of any person falling within (1) above;
- (3) a person carrying on business in partnership with the Trustee or with any person falling within (1) or (2) above;
- (4) an institution which is controlled:
  - (a) by the Trustee or any person falling with (1), (2), or (3) above; or
  - (b) by two or more persons falling within 4 (a) above when taken together;
- (5) a body corporate in which:
  - (a) the Trustee or any person falling within (1) to (3) above has a substantial interest; or
  - (b) two or more persons falling within (5) (a) above who when taken together have a substantial interest;

and sections 350 to 352 to the Charities Act 2011 apply for the purposes of interpreting the terms used in this definition;

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

'electronic form' has the meaning given in section 1168 of the Companies Act 2006;

'Executed' includes any mode of execution;

'Family Member' means any Member who has a diagnosis of autism or a related condition, or who is related by blood to an autistic person or a person with a related condition, or who is a Parent Member;

'Member' means a person on the register required to be maintained pursuant to Article 11 (2);

'month' means calendar month;

'Non-Family Member' means any Member who is not a Family Member;

'Non-Parent Member' means any Member who is not a Parent Member;

'Objects' means the Charity's charitable objects as specifically restricted in Article 5 (1);

'Office' means the registered office of the Charity;

'Officers' includes the Trustees and the Secretary (if any);

'Parent Member' means a Member who is either:

- (a) a natural or adoptive (by way of legal adoption proceedings) parent of an autistic person ; or
- (b) a guardian or a foster parent of an autistic minor ; or
- (c) a receiver, curator bonis or other person appointed by a competent court for a like purpose in respect of the affairs of an autistic person ; or
- (d) where the natural or adoptive parents of an autistic person are deceased or are unable by reason of infirmity or otherwise to be concerned with the well-being of that autistic person, and if there be no guardian, either
  - (i) a sibling, whether full or half-blood, of that autistic person ; or
  - (ii) a Member who, in the sole opinion of the Board on the application of that Member, has shown concern for the well-being of that autistic person;or
- (e) a natural or adoptive parent of an autistic person who is deceased;

'Seal' means the common seal of the Charity;

'Secretary' means any person appointed to perform the duties of the secretary of the Charity;

'Trustee' means a Member who is a director of the Charity appointed in accordance with Article 25 and Trustees means all the said directors (also referred to as the 'Board');

'United Kingdom' means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

- 2 (2) Words importing one gender includes all genders and the singular includes the plural and vice versa.
- 2 (3) Unless the context otherwise requires, other words or expressions contained in these Articles have the same meaning as in the Companies Acts but excluding any statutory modification thereof not in force when these Articles become binding on the Charity.
- 2 (4) Apart from the exception mentioned in Article 2 (3) a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

### **Affiliated Groups**

- 3 (1) The Board is entitled to grant to and withdraw affiliation from such associations, companies and other organisations and entities whether in the United Kingdom or overseas having objects similar to the Objects on such terms as it in its absolute discretion thinks fit including, without limitation, terms whereby members of Affiliated Groups may be admitted as Members.

- 3 (2) The Board is entitled to grant to and withdraw Branch status from such groups of Members and other persons on such terms as it in its absolute discretion thinks fit.

### **Liability of Members**

- 4 (1) The liability of each Member is limited to a sum not exceeding £1 being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for:
- (a) payment of the Charity's debts and liabilities incurred before he or she ceases to be a Member;
  - (b) payment of the costs, charges and expenses of winding up; and
  - (c) adjustment of the rights of the contributories among themselves.

### **Objects**

- 5 (1) The Objects are the development, delivery and promotion of the education, health, welfare, care and support of autistic people and of people with related conditions ("autistic people").

### **Powers**

- 6 (1) The Charity has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular the Charity has power:
- (a) to raise funds;
  - (b) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
  - (c) to sell, lease or otherwise dispose of all or any part of its property;
  - (d) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation and to guarantee, grant indemnities in respect of, support or secure the performance of the obligations of any third party;
  - (e) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
  - (f) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects, to undertake and administer any trusteeship and to act as a trust corporation;
  - (g) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;
  - (h) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;

- (i) to employ and remunerate such staff as the Board considers expedient for carrying out the work of the Charity and to make all reasonable provision for the payment of pensions and superannuation to staff and their dependants;
- (j) to:
  - (i) deposit or invest funds;
  - (ii) employ a professional fund-manager; and
  - (iii) arrange for the investments or other property of the Charity to be held in the name of a nominee;
 in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- (k) to obtain indemnity insurance for the Trustees in accordance with and subject to the conditions in the Charities Acts;
- (l) to sponsor, collaborate in, and undertake the study of research into autism and related conditions and to disseminate outcomes;
- (m) to promote the employment of autistic people ;
- (n) to act as trustee, and to undertake or accept any trusts or obligations in furtherance of the Objects and to perform any services in connection with the Objects gratuitously or otherwise;
- (o) to apply for, promote and obtain or join in applying for, promoting or obtaining any Act of Parliament, Provisional Order, Royal Charter or licence of any authority necessary for the furtherance or realisation of the Objects and to take all such steps and proceedings and do all such acts and things, either alone or jointly with others, whether by opposing applications or proceedings or otherwise;
- (p) to do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which the Charity is authorised to amalgamate; and
- (q) to do all or any of the above things as principals, agents, trustees or otherwise and by or through trustees, agents or otherwise and in any part of the world.

### **Application of income and property**

- 7 (1) The income and property of the Charity must be applied solely towards the promotion of the Objects.
- 7 (2) A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- 7 (3) A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, the Charities Acts.
- 7 (4) A Trustee may receive an indemnity from the Charity in the circumstances specified in Article 35

- 7 (5) A Trustee may not receive any other benefit or payment unless it is authorised by Article 8.
- 7 (6) Subject to Article 8, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member. This does not prevent a Member who is not also a Trustee receiving:
- (a) a benefit from the Charity in the capacity of a beneficiary of the Charity;
  - (b) reasonable and proper remuneration for any goods or services supplied to the Charity.

## **Benefits and payments to Trustees and Connected Persons**

### ***General provisions***

- 8 (1) (In this Article 'benefit' means a benefit, direct or indirect, which is either money or has a monetary value).

No Trustee or Connected Person may:

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

unless the payment is permitted by Article 8 (2) or by, and subject to the conditions of, any provision of the Charities Acts or authorised by the court or the Commission.

### ***Scope and powers permitting Trustees' or Connected Persons' benefits***

- 8 (2) (a) A Trustee or Connected Person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Board does not benefit in this way;
- (b) A Trustee or Connected Person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, the Charities Acts;
- (c) Subject to Article 8 (3) a Trustee or Connected Person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person;
- (d) A Trustee or Connected Person may receive interest on money lent to the Charity at a reasonable and proper rate;
- (e) A Trustee or Connected Person may receive rent for premises let by the Trustee or Connected Person to the Charity provided the amount of the rent and the other terms of the lease are reasonable and proper. The Trustee concerned must

withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion unless expressly invited to remain in order to provide information;

- (f) A Trustee or Connected Person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

### ***Payment for supply of goods only – controls***

8 (3) The Charity and its Trustees may only rely upon the authority provided by Article 8 (2) (c) if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity or its Trustees (as the case may be) and the Trustee or Connected Person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Charity;
- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- (c) The other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Trustee or Connected Person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or Connected Person against the disadvantages of doing so;
- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity unless expressly invited to remain in order to provide information;
- (e) The supplier does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting;
- (f) The reason for their decision is recorded by the Trustees in the minutes of the meeting;
- (g) A majority of the Trustees then in office is not in receipt of remuneration or payments authorised by this Article 8.

8 (4) In Article 8 (2) and Article 8 (3) 'Charity' includes any company in which the Charity:  
(i) holds more than 50% of the shares; or  
(ii) controls more than 50% of the voting rights attached to the shares; or  
(iii) has the right to appoint one or more directors to the board of the company.

### **Declaration of Trustees' interests**

9 (1) A Trustee or member of a Committee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Trustee or member of a Committee must absent himself or herself from any discussions of the Trustees or members of a Committee in which it is possible that a conflict will arise between his or

her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest) unless expressly invited to remain in order to provide information.

- 9 (2) For the purposes of this Article, an interest which a Trustee or member of a Committee has in a matter to be discussed at a meeting of the Trustees or a Committee and which arises only by virtue of him or her being a member or unpaid director or officer of another company or institution which is constituted as a charity or which prohibits the distribution of its income and property to an extent at least as great as is imposed on the Charity by these Articles or, in the case of a wholly owned subsidiary company, whose parent company is so constituted or contains such a prohibition is not to be treated as a personal interest. Such interest must be declared at or before the beginning of discussion of the matter but the Trustee or Committee member will not thereby be prohibited from participating in the meeting, being counted in the quorum or voting on the matter.

### **Conflicts of interests and conflicts of loyalties**

- 10 (1) 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 these 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 unless expressly invited to remain in order to provide information;
  - (b) the conflicted Trustee does not vote on any such matter and is not 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 Charity to authorise the conflict of interests in the circumstances applying.
- 10 (2) In this Article 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.

### **Members**

- 11 (1) The following are Members of the Charity:
- (a) Members at the date these Articles are adopted by the Charity;
  - (b) honorary members, being persons elected as such by the Board who are deemed by them to have rendered especially valuable services to the Charity;
  - (c) Members admitted pursuant to Article 3 (1) by virtue of their membership of an Affiliated Group; and
  - (d) persons who have made application to, and who have been approved by the Board, in its absolute discretion such application being in such form as the Board may require.



- 11 (2) A register of Members is to be kept and every Member is to pay a subscription at such rate (if any) and at such times as the Board may from time to time determine.
- 11 (3) Honorary members are not to be required to pay any subscription nor are they to be entitled to vote at any meeting of the Charity and they are not to be Members of the Charity for the purposes of the Companies Acts.
- 11 (4) Should affiliation be withdrawn from an Affiliated Group then any person who is a Member by virtue only of Article 11 (1) (c) will immediately cease to be a Member of the Charity but he or she may apply for admission to membership under Article 11 (1) (d).
- 11 (5) The Board may provide for the admission of such persons as they may think fit to be friends or associates of the Charity and for their rights duties and liabilities (if any) but such persons do not by virtue of being friends or associates become Members and their rights (if any) do not include a right to speak or vote at general meetings of the Charity. A register is to be kept of such friends or associates.

### **Termination of Membership**

- 12 (1) Membership is terminated if:
- (a) the Member dies; or
  - (b) the Member resigns by written notice to the Charity unless after the resignation there would be fewer than two Members; or
  - (c) the Member is removed from being a Member by a resolution of the Board that it is in the best interests of the Charity that his or her membership is terminated such resolution only being passed if:
    - (i) the Member has been given at least twenty-one days' notice in writing of the meeting of the Board at which the resolution will be proposed and the reasons why it is to be proposed; and
    - (ii) the Member or at the option of the Member, the Member's representative (who need not be a Member)) has been allowed to make representations to the meeting;
- or
- (d) the Member fails to pay his or her subscription within two months of receiving notice that the same is due provided that such notice must not be served before one month has elapsed from the date the same fell due.

### **General Meetings**

- 13 (1) An annual general meeting must be held in each calendar year and not more than 15 months may elapse between successive annual general meetings.
- 13 (2) The Board may call a general meeting at any time and must do so on the requisition of Members pursuant to the provisions of the Companies Acts.
- 13 (3) At the discretion of the Board, a general meeting may be held face to face or via a video link or by any combination of these.

## **Notice of General Meetings**

- 14 (1) The minimum periods of notice required to hold a general meeting of the Charity are:
- (a) twenty-one Clear Days for an annual general meeting or a general meeting called for the passing of a special resolution;
  - (b) fourteen Clear Days for all other general meetings.
- 14 (2) A general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.
- 14 (3) The notice must specify the date, time and place of the meeting and if being held via video link, include instructions to enable members to join the meeting. The notice must specify the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of Members to appoint a proxy under the Companies Acts and Article 17.
- 14 (4) The notice must be given to all the Members and to the Trustees and to the auditors, if appointed.
- 14 (5) The proceedings at a meeting will not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

## **Proceedings at general meetings**

- 15 (1) No business is to be transacted at any general meeting unless a quorum is present and a quorum is twenty Members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting.
- 15 (2) If a quorum is not present within half an hour from the time appointed for the meeting or during a meeting a quorum ceases to be present then the meeting is to be adjourned to such time and place as the Board decides and the Board must reconvene the meeting giving at least seven Clear Days' notice stating the date, time and place of the reconvened meeting.
- 15 (3) If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present in person or by proxy at that time will constitute the quorum for that meeting.
- 15 (4) General meetings are to be chaired by the Chair of Trustees but if there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees at the meeting is to chair the meeting and if there is only one Trustee present and willing to act, he or she is to chair the meeting.
- 15 (5) If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the Members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.

- 15 (6) The Members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting is to be adjourned and the person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 15 (7) No business is to be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 15 (8) If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven Clear Days' notice is to be given of the reconvened meeting stating the date, time and place of the meeting.

### **Voting at a general meeting**

- 16 (1) Any vote at a meeting which is held face to face is to 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:
- (a) by the person chairing the meeting; or
  - (b) by at least two Members present in person or by proxy and having the right to vote at the meeting; or
  - (c) by a Member or Members present in person or by proxy representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

If the meeting is held via video link voting will be carried out by a suitable means of electronic voting.

- 16 (2) The declaration by the person who is chairing the meeting of the result of a vote is to be conclusive unless a poll is demanded.
- 16 (3) The result of the vote must be recorded in the minutes of the meeting but the number or proportion of votes cast need not be recorded.
- 16 (4) A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting and if the demand for a poll is withdrawn the demand will not invalidate the result of a show of hands declared before the demand was made.
- 16 (5) A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Members) and who may fix a time and place for declaring the results of the poll.
- 16 (6) The result of the poll will be deemed to be the resolution of the meeting at which the poll is demanded.
- 16 (7) A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately but a poll demanded on any other question may either be taken immediately or at such time and place as the person who is chairing the meeting directs.

- 16 (8) If the poll is not taken immediately at least seven Clear Days' notice is to be given specifying the time and place at which the poll is to be taken and in any event the poll must be taken within thirty days after it has been demanded.
- 16 (9) If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
- 16 (10) Questions arising at a meeting will be decided by a majority of votes and in the case of an equality of votes, the person who is chairing the meeting will have a second or casting vote.

### **Proxy notices**

- 17 (1) Proxies may only validly be 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 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 decide; and
  - (d) is delivered in accordance with these Articles and any instructions contained in the notice of the meeting to which they relate.
- 17 (2) The Board may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 17 (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.
- 17 (4) 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 meeting to which it relates as well as the meeting itself.
- 17 (5) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a 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 Office by or on behalf of that person.
- 17 (6) An appointment under a proxy notice may be revoked by delivering to the Office a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 17 (7) A notice revoking a proxy appointment only takes effect if it is delivered to the Office on a working day at least twenty four hours before the start of the meeting or adjourned meeting to which it relates.

- 17 (8) If a proxy notice is not signed or otherwise executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who signed or executed it to sign or execute it on the appointor's behalf.

### **Written resolutions**

- 18 (1) A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting is effective provided that:
- (a) a copy of the proposed resolution has been sent to every eligible Member;
  - (b) a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified its agreement to the resolution; and
  - (c) it is contained in an authenticated document which has been received at the Office within the period of 28 days beginning with the circulation date.
- 18 (2) A resolution in writing may comprise several copies to which one or more Members have signified their agreement.

### **Votes of members**

- 19 (1) Every Member will have one vote and on a poll every Member present in person or by proxy will have one vote.
- 19 (2) Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting is final.

### **The Board**

- 23 (1) Trustees must be natural persons aged 18 years or older.
- 23 (2) No one may be appointed or re-appointed as a Trustee if:
- (a) he or she would be disqualified from acting as a Trustee under the Charities Acts or the Companies Acts or these Articles; or
  - (b) he or she has already served two terms of three years or otherwise served an aggregate of six years as a Trustee unless at the time of completing that six year period he or she holds office as the Chair of Trustees, or chair of a Committee in which case he or she may be re-elected or re-appointed for a further term of up to three years.
  - (c) the term of office for trustees appointed at a date preceding the adoption of these Articles will be as set out in the version of the Articles applying when they were first appointed.
- 23 (3) The number of Trustees is to be a maximum of sixteen of whom a majority is to be Family Members.

- 23 (4) A Trustee may not appoint an alternate Trustee or director or anyone to act on his or her behalf at meetings of the Board or otherwise.

### **Powers of the Board**

- 24 (1) Subject to the provisions of the Companies Acts, the Articles and to any directions given by special resolution the Board is to manage the business of the Charity and may exercise all the powers of the Charity.
- 24 (2) No alteration of the Articles or any special resolution will have retrospective effect to invalidate any prior act of the Board.
- 24 (3) Any meeting of the Board at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Board.

### **Appointment and Retirement of Trustees**

- 25 (1) Trustees are appointed and re-appointed by the Board pursuant to a process laid down in the Board Rules; and
- 25 (2) The Board may by ordinary resolution fill a vacancy in the number of such Trustees at any time.
- 25 (3) The appointment of a Trustee must not cause the number of Trustees to exceed the maximum number fixed under Article 23 (3).
- 25 (4) The appointment of a trustee must be ratified by a vote of the Members at a General Meeting with a simple majority voting in favour. However, pending such ratification, the person appointed will be registered as a Trustee with the Charity Commission and at Companies House and may participate fully as an appointed Trustee. Should the Members subsequently refuse to ratify the appointment, this will not invalidate anything done by the person concerned prior to the General Meeting in his capacity as a Trustee.

### **Disqualification and Removal of Trustees**

- 26(1) A Trustee will cease to hold office if he or she:
- (a) ceases to be a Trustee by virtue of any provision in the Companies Acts or is prohibited by law from being a company director; or
  - (b) is disqualified from acting as a trustee by virtue of the Charities Acts; or
  - (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
  - (d) resigns as a Trustee by notice to the Board (but only if at least two Trustees remain in office when the notice of resignation is to take effect); or
  - (e) is absent from more than three consecutive governance meetings (that is to say from meetings of either the Board or of a Committee) without the agreement of the Chair of Trustees or the person appointed to chair the Committee (as the case may be) and the Board resolves that he or she should cease to be a Trustee; or

- (f) the Board has passed a resolution of no confidence in him or her.

### **Suspension of Trustees**

- 27 (1) A Trustee may be suspended from his or her role as a Trustee by the Board or as may be otherwise provided for under the Board Rules pending further investigation into any alleged misconduct by that Trustee that raises safeguarding issues or is otherwise deemed by the suspending body or party to have the potential to damage the Charity's reputation and standing.

### **Remuneration of Trustees**

- 28 (1) Trustees must not be paid any remuneration unless it is authorised by Article 8.

### **Proceedings of Trustees**

- 29 (1) The Trustees may regulate their proceedings as they think fit, subject to the provisions of these Articles.
- 29 (2) Any Trustee may call a meeting of the Board and the Secretary (if any) must call a meeting of the Board if requested to do so by at least one Trustee.
- 29 (3) Questions arising at a meeting will be decided by a majority of votes and in the case of an equality of votes, the person who is chairing the meeting will have a second or casting vote.
- 29 (4) A meeting of the Board or of a Committee may where deemed necessary or desirable be held by video link or by telephone conference or by other suitable electronic means agreed by the Board provided each participant may at least hear and speak to all the other participants.
- 29 (5) No decision may be made by a meeting of the Board or of a Committee unless a quorum is present (in person or electronically) at the time the decision is purported to be made and a quorum for a Board meeting is to be the number nearest to one-third of the number of Trustees at the time and that for a Committee meeting is to be two Trustees or (in both cases) such other larger number as may be decided from time to time by the Board.
- 29 (6) A Trustee is not to be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 29 (7) If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies.
- 29 (8) The Board may appoint Trustees to chair meetings of the Board (the Chair of Trustees) and of Committees, each being appointed for a term of three years but who may be re-appointed for up to two further terms of three years subject to the provisions of these Articles. The Board may at any time revoke any such appointments.
- 29 (9) If no-one has been appointed to chair meetings of the Board or of a Committee or if the Trustee appointed is unwilling to preside or is not present within ten minutes after

the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.

29(10) The person appointed to chair meetings of the Board or a Committee is to have no functions or powers except those conferred by the Articles or delegated to him or her by the Board.

29(11) A resolution in writing or in electronic form agreed by all of the Trustees or (as the case may be) members of a Committee entitled to receive notice of a meeting of the Board or of a Committee and to vote upon the resolution will be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a Committee duly convened and held; and such resolution may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees or (as the case may be) members of the Committee have signified their agreement.

### **Delegation**

30 (1) The Board may delegate any of its powers or functions to a Committee of two or more Trustees or other persons.

30 (2) The terms of any delegation must be recorded in writing and the Board may impose conditions including that:

(a) the relevant powers are to be exercised exclusively by the Committee to whom it delegates;

(b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Board.

30 (3) The Board may revoke or alter a delegated power or function.

30 (4) All acts and proceedings of Committees must be fully and promptly reported to the Board.

30 (5) No decision at any meeting of any Committee to exercise any powers delegated to it by the Board will be effective unless a majority of those present at the time of the decision are Trustees.

### **Validity of Trustees' decisions**

31 (1) Subject to Article 31 (2), all acts done by a meeting of the Board, or of a Committee, will be valid notwithstanding the participation in any vote of a Trustee or member of such Committee who was disqualified from holding office; or who had previously retired or who had been obliged by the Articles to vacate office; or who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise; provided that the decision was made by a majority of the Trustees or Committee members at a quorate meeting without taking into account the vote of that Trustee or Committee member and without that Trustee or Committee member being counted in the quorum.

31 (2) Article 31 (1) does not permit a Trustee or Committee member or a Connected Person to keep any benefit that may be conferred upon him or her by a resolution of



the Trustees or of a Committee if, but for Article 31 (1), the resolution would have been void, or if the Trustee or Committee member has not complied with Article 8.

### **Seal**

- 32 (1) The Seal must only be used by the authority of the Board or of a Committee authorised by the Board.
- 32 (2) The Board may determine who is to sign any instrument to which the Seal is affixed and unless otherwise so determined it is to be signed by a Trustee and by the Secretary (if any) or by a second Trustee.

### **Minutes**

- 33 (1) The Board must keep minutes of all:
- (a) appointments of Officers;
  - (b) general meetings of the Charity;
  - (c) meetings of the Board and Committees including the names of the Trustees present at each meeting; the decisions made at each meeting; and where appropriate the reasons for the decisions.

### **Means of communication to be used**

- 34 (1) Subject to these Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information authorised or required by any provision of that Act to be sent or supplied by or to the Charity.
- 34 (2) Subject to these Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 34 (3) Any notice to be given to or by any person under these Articles must either be in writing or given in electronic form.
- 34 (4) The Charity may give any notice to a Member either:
- (a) personally; or
  - (b) by sending it by post in a prepaid envelope addressed to the Member at the Address he or she has registered with the Charity; or
  - (c) by leaving it at such registered Address of the Member; or
  - (d) by giving it in electronic form to the Member's electronic Address that is registered with the Charity; or
  - (e) by placing the notice on a website and providing the Member at such registered postal or electronic Address with a notification of the presence of the notice on

the website, the notification stating that it concerns a notice of a company meeting and specifying the place date and time of the meeting.

- 34 (5) A Member who does not register a valid postal or electronic Address with the Charity will not be entitled to receive any notice from the Charity.
- 34 (6) A Member present in person or by proxy at any meeting of the Charity is to be deemed to have received notice of the meeting and of the purposes for which it was called.
- 34 (7) Proof that an envelope containing a notice was properly addressed, prepaid and posted is to be conclusive evidence that the notice was given and proof that an electronic form of notice was given is also to be conclusive where the Charity can demonstrate that it was properly addressed and sent in accordance with the Companies Acts.
- 34 (8) In accordance with the Companies Acts notice will be deemed to be given 48 hours after the envelope containing it was posted or in the case of an electronic form of communication, 48 hours after it was sent.

### **Indemnity**

- 35 (1) The Charity will indemnify any Trustee or former Trustee of the Charity against any liability incurred by him or her in that capacity to the extent permitted by the Companies Acts and in particular the Charity will indemnify every such Trustee or former Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.
- 35 (2) The Charity may indemnify an auditor against any liability incurred by him or her or it in defending proceedings (whether civil or criminal) in which judgment is given in his or her or its favour or he or she or it is acquitted; or in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

### **Board Rules**

- 36 The Board is to make rules detailing the process by which Trustees are appointed and re-appointed by the Board pursuant to Article 25(1) and may from time to time make such other reasonable and proper rules as it may deem necessary or expedient for the proper conduct and management of the Board, including the development of a Code of Conduct for Trustees and the procedure for the suspension of a Trustee for a breach of that Code.

### **Disputes**

- 37 (1) 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.

## **Dissolution**

- 38 (1) The Members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, are on or before the dissolution of the Charity to be applied or transferred in any of the following ways:
- (a) directly for the Objects; or
  - (b) by transfer to any charity or charities for purposes similar to the Objects; or
  - (c) to any charity or charities for use for particular purposes that fall within the Objects.
- 38 (2) Subject to any such resolution of the Members, the Board may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, are on or before the dissolution of the Charity to be applied or transferred in any of the following ways:
- (a) directly for the Objects; or
  - (b) by transfer to any charity or charities for purposes similar to the Objects; or
  - (c) to any charity or charities for use for particular purposes that fall within the Objects.
- 38 (3) In no circumstances are the net assets of the Charity to be paid to or distributed among the Members and if no resolution in accordance with Article 38 (1) or Article 38 (2) is passed by the Members or the Board the net assets of the Charity are to be applied for charitable purposes as directed by the court or the Commission.
- 38 (4) Nothing in these Articles authorises an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

## **Secretary**

- 39 (1) A Secretary may be appointed by the Board for such term, at such remuneration (provided he or she is not also a Trustee) and upon such conditions as it may think fit; and any Secretary so appointed may be removed by the Board.

## **Honorary Roles**

- 40 (1) The Board may appoint and remove a Patron, a President, Vice-Presidents and appoint persons to such other honorary roles as it may from time to time consider appropriate.
- 40 (2) Such roles and persons carry no executive or governance responsibilities or (unless they are Members) voting rights, but are entitled to attend General Meetings of the Charity.