



**THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION  
OF  
DOROTHY HOUSE**

**Company Number: 01360961**

**Charity Number: 275745**

**Amended by Special Resolution on 22<sup>nd</sup> September 2020**

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**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
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**OF**  
**DOROTHY HOUSE**

**(Adopted by special resolution passed on 22<sup>nd</sup> September 2020)**

**1. Interpretation**

1.1 In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

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

**Charities Act:** means the Charities Act 2011;

**Charity:** means Dorothy House, a charitable company limited by guarantee registered with charity number 275745 and company number 01360961, which is the company regulated by these Articles;

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

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

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

**Conflicted Trustee:** a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

**Connected Person:** means any person falling within one of the following categories:  
(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or

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

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

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

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

**Financial Expert:** means a person who is reasonably believed by the Trustees to be qualified to give advice on investments by reason of his ability in and practical experience of financial and other matters relating to investments;

**Member:** means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;

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

**Objects:** means the objects of the Charity as stated in article 4;

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

**Trustee:** means a director of the Charity. The Trustees are charity trustees as defined in the Charities Act;

**United Kingdom:** means Great Britain and Northern Ireland; and

**writing:**

means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

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

**2. Name**

The name of the Charity is:

DOROTHY HOUSE

**3. Registered Office**

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

**4. Objects**

The objects for which the Charity is established are, for the public benefit, to promote by such charitable means as the Trustees shall from time to time think fit the relief of sickness among people suffering from any chronic or life limiting illnesses of any description through the provision of treatment, holistic care, financial assistance, support, education and practical advice for such individuals, their families, dependants and carers and to advance the education of the general public in all areas relating to such conditions.

**5. Powers**

In pursuance of the Objects, but not further or otherwise, the Charity has the power to:

- 5.1 accept (or disclaim) any gift of money, legacy or other property;

- 5.2 raise funds by way of subscription, donation or otherwise;
- 5.3 trade in the course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;
- 5.4 establish or purchase companies to carry on any trade;
- 5.5 sell, lease or otherwise dispose of all or any part of the Charity's real or personal property and any and all rights of the Charity, subject to such consents as may be required by law;
- 5.6 borrow or raise money and to give security for money borrowed or grants or other obligations by mortgage, charge, lien or other security on the Charity's property and assets, subject to such consents as may be required by law;
- 5.7 lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;
- 5.8 buy, lease, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and maintain, alter, improve, manage, develop, construct, repair or equip it for use;
- 5.9 provide or arrange for a building or premises or part of any building or premises to be used by the Charity as a spiritual or sacred space for persons of any faith or religion or of no faith or religion;
- 5.10 set aside funds for particular purposes or as reserves against future expenditure;
- 5.11 deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a Financial Expert, having regard to the suitability of investments and the need for diversification;
- 5.12 delegate the management of investments to a Financial Expert, but only on terms that:
- (a) the Charity's investment policy is set down in writing by the Trustees for the Financial Expert;
  - (b) all transactions are reported regularly to the Trustees;
  - (c) investment performance is reviewed regularly with the Trustees;
  - (d) the delegation arrangement may be cancelled by the Trustees at any time;
  - (e) a review of the investment policy and the delegation arrangement shall be carried out at least annually;
  - (f) all payments due to the Financial Expert fall within a scale or a level which is agreed in advance and are notified promptly to the Trustees on receipt;
  - (g) the Financial Expert must not do anything outside the powers of the Charity;
- 5.13 arrange for the investments or other property of the Charity to be held in the name of a nominee (meaning a corporate body registered or having an established place of business in the United Kingdom) which is either under the control of the Trustees or of a Financial Expert acting on their instructions, and to pay any reasonable fee required;

- 5.14 co-operate with other bodies and to exchange information and advice with them;
- 5.15 establish or support or aid in the establishment and support of any organisation formed for objects similar to any or all of the Objects;
- 5.16 enter into partnership or other arrangement with any other body with objects similar to any or all of the Objects;
- 5.17 enter into contracts to provide services to or on behalf of other bodies;
- 5.18 promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
- 5.19 subject to article 6.2:
  - (a) employ and remunerate any person or persons as necessary for the proper pursuit of the Objects; and
  - (b) make reasonable provision for the payment of pensions for employees and their dependents;
- 5.20 take out such insurance policies as are necessary to protect the Charity;
- 5.21 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with and subject to the conditions in section 189 of the Charities Act;
- 5.22 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 5.23 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 5.24 act as trustee and to undertake and execute charitable trusts;
- 5.25 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects similar to the Objects;
- 5.26 pay out of the funds of the Charity the costs incurred in connection with the formation and registration of the Charity as a company and as a charity; and
- 5.27 do anything lawful which is calculated to further the Objects or is conducive or incidental to doing so.

## **6. Application of income and property**

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

6.2 Except as provided below, no part of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Charity. This shall not prevent any payment in good faith by the Charity of:

- (a) a benefit to any Member in the capacity of a beneficiary of the Charity;

- (b) reasonable and proper remuneration to any Member for any goods or services supplied to the Charity, provided that article 7 applies if such a Member is a Trustee;
- (c) interest on money lent by a Member to the Charity at a reasonable and proper rate;
- (d) reasonable and proper rent for premises demised or let by a Member to the Charity; and
- (e) any payment to a Member who is also a Trustee which is permitted under article 7. 7.

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

#### **7.1 A Trustee:**

- (a) is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;
- (b) may benefit from trustee indemnity insurance purchased by the Charity in accordance with section 189 of the Charities Act;
- (c) may receive payment under an indemnity from the Charity in the circumstances set out in article 34;
- (d) may not receive any other benefit or payment from the Charity unless it is authorised by this article 7.

#### **7.2 Unless the benefit or payment is permitted under article 7.3, no Trustee (including a Member who is also a 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; or (d) receive any other financial benefit from the Charity.

#### **7.3 A Trustee or a Connected Person may:**

- (a) receive a benefit from the Charity in the capacity of a beneficiary of the Charity;
- (b) 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, sections 185 and 186 of the Charities Act;
- (c) subject to article 7.4, enter into a contract for the supply of goods to the Charity that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person;
- (d) receive reasonable and proper rent for premises let to the Charity;

- (e) receive interest at a reasonable and proper rate on money lent to the Charity;
- (f) take part in the normal trading and fund-raising activities of the Charity on the same terms as members of the public; and
- (g) receive or retain any payment for which prior written authorisation has been obtained from the Charity Commission.

7.4 The Charity and its Trustees may only rely on the authority provided by article 7.3(c) if each of the following conditions is satisfied:

- (a) the amount or maximum amount of the payment for the goods:
  - (i) is set out in an agreement in writing between the Charity and the Trustee or Connected Person supplying the goods (the **Supplier**) under which the Supplier is to supply the goods in question to the Charity;
  - (ii) does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- (b) the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;
- (c) the Supplier:
  - (i) is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Charity by them;
  - (ii) does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and
- (d) a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by article 7.

7.5 In article 7.3 and article 7.4, the "Charity" includes any company in which the Charity:

- (a) holds more than 50% of the shares; or
- (b) controls more than 50% of the voting rights attached to the shares; or (c) has the right to appoint one or more directors to the company.

7.6 A Trustee's duty under the Act to avoid a conflict of interest with the Charity does not apply to any transaction authorised by this article 7.



## **8. Winding up**

8.1 On the winding up or dissolution of the Charity, after provision has been made for all its debts and liabilities, any assets or property that remain (the **Charity's remaining assets**) shall not be paid or distributed to the Members but shall be applied or transferred:

- (a) directly for one or more of the Objects;
- (b) to any charity or charities for purposes similar to the Objects; or
- (c) to any charity or charities for particular purposes falling within the Objects.

8.2 The decision on who is to benefit from the Charity's remaining assets, pursuant to article 8.1, may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Trustees at or before the time of winding up or dissolution.

8.3 In the event that no resolution is passed by the Members or by the Trustees in accordance with this Article, the Charity's remaining assets shall be applied for charitable purposes as directed by the court or the Charity Commission.

## **9. Liability of members**

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

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

## **10. Members**

10.1 The Trustees from time to time shall be the only Members. A Trustee shall become a Member on becoming a Trustee.

10.2 The Charity shall maintain a register of Members and any person ceasing to be a Member shall be removed from the Register.

10.3 Membership is not transferable.

10.4 Every Member shall recognise the fact that the Charity was founded in accordance with the tenets of the Christian faith. Every Member shall ensure that the Charity acts in conformity with the Charity's founding values of hospitality, reconciliation and spiritual support in suffering.

## **11. Termination of membership**

A Member shall cease to be a Member if they:

- (a) cease to be a Trustee; or

- (b) die.

## **12. General meetings of members**

- 12.1 The Trustees may call a general meeting of the Members at any time and such a meeting shall be held in accordance with the Act.
- 12.2 General meetings shall be called on notice in accordance with the Act and proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it due to an accidental omission by the Charity.
- 12.3 No business shall be transacted at any general meeting unless a quorum is present. A quorum is three Members who are present in person or by proxy and who are entitled to vote on the business to be conducted at the meeting.
- 12.4 A Member is entitled to appoint another person as his proxy, in accordance with the Act, to exercise all or any of his rights to attend and to speak and vote at a meeting of the Charity.
- 12.5 The chair of Trustees shall chair general meetings of the Charity. If the chair of Trustees is not present within 15 minutes of the time appointed for the meeting, the vice-chair of Trustees shall chair the meeting and if the vice-chair of Trustees is not present the Members present and entitled to vote shall choose one of their number to chair the meeting.
- 12.6 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.
- 12.7 On a show of hands or on a poll, every Member shall have one vote. In the case of equality of votes whether on a show of hands or on a poll the chair of the meeting shall be entitled to a second or casting vote.
- 12.8 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.
- 12.9 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

## **13. Written resolutions**

- 13.1 Subject to article 13.4, a written resolution of the Members passed in accordance with this article 13 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
- (a) as an ordinary resolution if it is passed by a simple majority of the eligible Members; or
  - (b) as a Special Resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.
- 13.2 Where a resolution is proposed as a written resolution of the Charity, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

- 13.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a Special Resolution, shall be passed as an ordinary resolution.
- 13.4 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his term of office may not be passed as a written resolution.
- 13.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 13.6 A Member signifies their agreement to a proposed written resolution when the Charity receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:
- (a) if the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of the person sending it;
  - (b) if the document is sent to the Charity in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity or, where no such manner has been specified by the Charity, if it is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 13.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
- 13.8 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
- 13.9 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Act.
- 13.10 The Members may require the Charity to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

## **14. Trustees**

- 14.1 There must be at least five Trustees. If the number of Trustees falls below this minimum, the remaining Trustee or Trustees may only act to call a meeting of the Trustees or to appoint a new Trustee.
- 14.2 The maximum number of Trustees is fifteen.
- 14.3 A Trustee may not appoint an alternate Trustee or anyone to act on their behalf at meetings of the Trustees.

## **15. Powers of Trustees**

15.1 Subject to the provisions of the Act, the Articles and any Special Resolution, the Trustees shall be responsible for the management of the Charity's business and may exercise all the powers of the Charity for that purpose.

15.2 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Trustees.

15.3 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

## **16. Appointment of Trustees**

16.1 Any person who is willing to act as a Trustee, and who is permitted by law to do so, may be appointed to be a Trustee by resolution of the Trustees.

16.2 The appointment of a Trustee must not cause the maximum number of Trustees as prescribed by article 14.2 to be exceeded.

## **17. Retirement of Trustees**

17.1 The Trustees in post as at the date of the adoption of these Articles shall continue to hold office until, in each case, the expiry of a period of three years from the date on which they were last appointed to serve as a Trustee at the end of which they shall retire, but they shall each then be entitled to be reappointed in accordance with article 17.3.

17.2 Any other Trustee shall be appointed for three years, at the end of which they shall retire.

17.3 Subject to article 17.4, a Trustee shall be eligible for reappointment by the Trustees for up to a further two terms, each of three years but may not serve a fourth consecutive term but may be reappointed after an interval of at least three years.

17.4 No Trustee shall serve for more than nine consecutive years unless the Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve beyond that point, in which case they may be reappointed to serve a fourth consecutive term not exceeding three years provided that the Trustee is reappointed by the unanimous agreement of the other Trustees.

## **18. Disqualification and removal of Trustees**

18.1 A Trustee shall cease to hold office if they:

- (a) are removed by ordinary resolution of the Charity pursuant to the Act;
- (b) cease to be a Trustee by virtue of any provision in the Act or are prohibited by law from being a Trustee;
- (c) are disqualified from acting as a charity trustee by virtue of the Charities Act;
- (d) cease to be a Member of the Charity;

- (e) have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- (f) in the written opinion of a registered medical practitioner who is treating the Trustee, have become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- (g) resign by written notice to the Charity, provided that at least five Trustees will remain in office once the resignation takes effect; or
- (h) are absent from all the meetings of the Trustees held within a period of six consecutive months, without the permission of the Trustees, and the Trustees resolve that their office be vacated.

18.2 A Trustee may be removed from office by a resolution of the Trustees that it is in the best interests of the Charity that their office be vacated passed at a meeting at which at least half of the Trustees are present. Such a resolution must not be passed unless:

- (a) the Trustee has been given at least 14 Clear Days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it will be proposed; and
- (b) the Trustee has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Trustees must consider any representations made by the Trustee (or the Trustee's representative) and inform the Trustee of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to terminate the directorship of a Trustee.

## **19. Proceedings of Trustees**

19.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.

19.2 The Trustees shall meet at least four times a year.

19.3 Acts done by a meeting of the Trustees or of a committee or by a person acting as a Trustee shall not be invalidated by the subsequent realisation that:

- (a) the appointment of any such Trustee or person acting as a Trustee was defective; or
- (b) any or all of them were disqualified; or
- (c) any or all of them were not entitled to vote on the matter.

## **20. Calling a Trustees' meeting**

20.1 Any Trustee may call a meeting of the Trustees by giving notice of the meeting to the Trustees or by authorising the company secretary (if any) to give such notice.

20.2 Notice of a meeting of the Trustees must be given to each Trustee, but need not be in writing. The notice must specify:

- (a) the time, date and place of the meeting;

- (b) the general particulars of the business to be considered at the meeting; and
- (c) if it is anticipated that the Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

## **21. Participation in Trustees' meetings**

21.1 Any Trustee may participate in a meeting of the Trustees in person or by means of video conference, telephone or any suitable electronic means agreed by the Trustees and by which all those participating in the meeting are able to communicate with all other participants.

21.2 If all the Trustees participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **22. Quorum for Trustees' meetings**

22.1 The quorum for trustees' meetings may be fixed from time to time by a decision of the Trustees, provided it shall not be less than three and, unless otherwise fixed, it is three.

22.2 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

22.3 If the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision to appoint further Trustees.

## **23. Chairing Trustees' meetings**

23.1 The Trustees shall appoint one of their number to serve as chair of Trustees for a term not exceeding three years at the end of which the individual shall be eligible to be reappointed for a second term not exceeding three years, but subject to 23.1A they may not serve a third term.

23.1A If the individual who is serving as chair of Trustees is reappointed as a Trustee in accordance with a decision of the Trustees made under article 17.4 either before or at the end of their second term as chair of Trustees then the individual shall be eligible to be reappointed as chair of Trustees for a third term not exceeding three years.

23.2 The Trustees shall appoint one of their number to serve as vice-chair of Trustees for a term not exceeding three years at the end of which the individual shall be eligible to be reappointed for a second term not exceeding three years, but they may not serve a third term. If the position of chair of Trustees, as appointed under article 23.1, is vacant at any time the vicechair, if any, shall assume the responsibilities of the chair of Trustees for such time as the position shall be vacant. Any individual serving as the vice-chair of Trustees is eligible to be appointed as the chair of Trustees.

23.3 The chair of Trustees and/or the vice-chair of Trustees:

- (a) may in either case be removed from office by a resolution that their office be vacated passed at a meeting at which at least half of the Trustees are present; and
- (b) shall automatically cease to hold office if they cease for any reason to be a Trustee.

23.4 If at any meeting of the Trustees the chair of Trustees, if any, is not participating in the meeting within 15 minutes of the time at which it was to start, then the vice-chair of Trustees,

if present, shall chair the meeting and if the vice-chair of Trustees is not present then the participating Trustees must appoint one of themselves to chair the meeting.

## **24. Decision-making by Trustees**

24.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with article 25.

24.2 Each Trustee has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

## **25. Unanimous decisions by Trustees**

25.1 A decision of the Trustees is taken in accordance with this Article when all eligible Trustees indicate to each other by any means that they share a common view on a matter.

25.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in writing.

25.3 References in this Article to eligible Trustees are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.

25.4 A decision may not be taken in accordance with this article if the eligible Trustees would not have formed a quorum at such a meeting.

## **26. Delegation by Trustees**

26.1 The Trustees may delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including the payment of a salary) as they think fit. The Trustees may at any time revoke or alter such a delegation.

26.2 The Trustees may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising two or more Trustees.

(a) The terms of reference of a committee may include conditions imposed by the Trustees, including that:

- (i) the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate; and
- (ii) no expenditure or liability may be incurred on behalf of the Charity except where approved by the Trustees or in accordance with a budget previously agreed by the Trustees.

- (b) Persons who are not Trustees may be appointed as members of a committee, subject to the approval of the Trustees, but all committee meetings must be chaired by a Trustee.
- (c) Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Trustees.
- (d) The terms of any delegation to a committee shall be recorded in the minute book.
- (e) The Trustees may revoke or alter a delegation.
- (f) All acts and proceedings of any committee shall be fully and promptly reported to the Trustees.

## **27. Conflicts of interest**

27.1 A Trustee who becomes a Conflicted Trustee in relation to any matter must:

- (a) declare the nature and extent of their interest at or before discussion begins on the matter;
- (b) withdraw from the meeting for that item after providing any information requested by the Trustees;
- (c) not be counted in the quorum for that part of the meeting; and (d) be absent during the vote and have no vote on the matter.

27.2 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by a resolution passed in the absence of the Conflicted Trustee authorise any Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:

- (a) except in exceptional circumstances which involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit, to continue to participate in discussions leading to the making of a decision, but to be absent during the vote and have no vote on the matter; or
- (b) to disclose information confidential to the Charity to a third party; or
- (c) to take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit, or to refrain from taking any step required to remove the conflict.

27.3 A Conflicted Trustee who obtains (other than through their position as a Trustee) information that is confidential to a third party, shall not be in breach of their duties to the Charity if they declare the conflict in accordance with article 27.1 and then withholds such confidential information from the Charity.



27.4 For any transaction or arrangement that is authorised under these Articles the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall not apply provided that the relevant provisions of article 27.1 have been followed.

## **28. Secretary**

28.1 The Trustees may appoint any person who is willing to act as the secretary for such term at such remuneration and on such conditions as the Trustees think fit. From time to time the Trustees may decide to remove such person and to appoint a replacement.

28.2 A secretary who is also a Trustee may not be remunerated, otherwise than as permitted by these Articles.

## **29. Change of company name**

The name of the Company may be changed by:

- (a) decision of the Trustees; or
- (b) a Special Resolution of the Members, or otherwise in accordance with the Act.

## **30. Minutes**

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

- (a) minutes of proceedings at general meetings;
- (b) minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting;
- (c) copies of resolutions of the Charity and of the Trustees, including those passed otherwise than at general meetings or at meetings of the Trustees; and
- (d) particulars of appointments of officers made by the Trustees.

## **31. Records and accounts**

31.1 The Trustees shall comply with the requirements of the Act and the Charities Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

31.2 Accounting records relating to the Charity must be made available for inspection by any Trustees at any reasonable time during normal office hours.

- 31.3 A copy of the Charity's latest available statement of account shall be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs of fulfilling the request, within two months of such request.

## **32. Communications**

- 32.1 Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Charity.
- 32.2 Subject to the 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.
- 32.3 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

## **33. Irregularities**

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

## **34. Indemnity**

- 34.1 Subject to article 34.2, but without prejudice to any indemnity to which they may otherwise be entitled:
- (a) every Trustee or former Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity (including the costs of a successful defence to criminal proceedings); and
  - (b) every other officer or former officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity.
- 34.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.