

Company No: 4043718

THE COMPANIES ACT 1985

(AS AMENDED BY THE COMPANIES ACT 1989)

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

PYRAMID OF ARTS

COBBETTS

SOLICITORS

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Company No: 4043718

THE COMPANIES ACT 1985

MEMORANDUM OF ASSOCIATION

OF

PYRAMID OF ARTS

1. The name of the Company (hereinafter called "the Company") is Pyramid of Arts.
2. The registered office of the Company will be situated in England and Wales.
3. The objects for which the Company is established are to promote any charitable purpose for the benefit of people with learning disabilities or which promotes the integration of people with learning disabilities into society as a whole and, in particular:-
 - 3.1. to encourage the integration of people with and without learning disabilities through the medium of the creative arts;
 - 3.2. to create communities of artistic interest which include people with learning disabilities; and
 - 3.3. to educate people with and without learning disabilities in communication and group working skills and about the creative arts
4. In furtherance of the objects, but not otherwise the directors may exercise the following powers:
 - 4.1. to collect and disseminate information on all matters affecting the objects of the Company and to establish, commission, publish, issue, circulate, show and support any written or visual material, sound and tape recordings, films or other media communications as shall be necessary to attain its objects or are in any way beneficial to the work of the Company;
 - 4.2. to work with and provide guidance, information, support and training to organisations and individuals with similar objects or intentions similar to the objects of the Company;
 - 4.3. to buy, take on lease or exchange any property necessary for the achievement of the objects and to maintain and equip it for use;
 - 4.4. to raise funds and to invite and receive contributions provided that in raising funds the directors shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law;
 - 4.5. to undertake or commission and to publish the useful results of research;
 - 4.6. subject to any consents required by law, to sell, lease or dispose of all or any part of the property of the Company;
 - 4.7. subject to any consents required by law, to borrow money and to charge all or any part of the property of the Company with repayment of the money so borrowed;
 - 4.8. to invest the moneys of the Company not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to:-
 - 4.8.1. such conditions (if any) and such consents (if any) as for the time being may be required by law; and
 - 4.8.2. obtaining advice in connection with any proposed investment from a suitable financial expert.

- 4.9. To delegate the management of investments to a financial expert, but only on terms that:
 - 4.9.1.the investment policy is set down in writing for the financial expert by the directors of the Company;
 - 4.9.2.every transaction is reported promptly to the directors of the Company;
 - 4.9.3.the performance of the investments is reviewed regularly with the directors of the Company;
 - 4.9.4.the directors of the Company are entitled to cancel the delegation arrangement at any time;
 - 4.9.5.the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.9.6.all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the directors of the Company on receipt;
 - 4.9.7.the financial expert must not do anything outside the powers of the directors of the Company.
- 4.10. To arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required;
- 4.11. to employ such staff (who shall not be directors) as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of pensions for staff and their dependents;
- 4.12. to work and co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or of similar purposes and to exchange information and advice with them;
- 4.13. to establish, support or work with any charitable trusts, associations or institutions formed for all or any of the objects;
- 4.14. to appoint and constitute such advisory committees as the directors may think fit;
- 4.15. to enter into any contract of insurance in respect of any matter in which the Company has an insurable interest and in particular in connection with any real or personal property in which the Company has an interest, or in connection with any acts or omissions done by persons employed by the Company or the directors of the Company, including indemnity insurance in respect of any fraudulent, negligent or tortious acts by any such person;
- 4.16. to open and operate bank accounts and other facilities for banking in the name of the Company;
- 4.17. to provide indemnity insurance to cover the liability of the directors of the Company, (i) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company or (ii) to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986: Provided that any such insurance in the case of (i) shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or a breach of duty or which was committed by the directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to criminal prosecution brought against the directors in

their capacity as directors of the Company and in the case of (ii) shall not extend to any liability to make such contribution, where the basis of the director's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;

- 4.18. to establish subsidiary companies to assist or act as agents for the Company;
- 4.19. to pay the cost of forming the Company;
- 4.20. to do all such other lawful and charitable things as are necessary for the achievement of the objects of the Company or any of them

Provided that:

- (a) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
 - (b) in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the directors of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such directors have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such directors but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.
5. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company, and no director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company PROVIDED THAT nothing in this Clause 5 shall prevent any payment in good faith by the Company:
- 5.1. of the usual professional charges for business done by any officer of the Company who is solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf, provided that at no time shall a majority of the officers of the Company benefit under this provision and that any officer shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
 - 5.2. of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a director of the Company;
 - 5.3. of interest on money lent by any member or officer of the Company at a reasonable and proper rate;
 - 5.4. of fees, remuneration or other benefit in money or money's worth to any company of which an officer of the Company may also be a member holding not more than 1/100th part of the issued capital of that company;

- 5.5. of reasonable and proper rent for property demised or let by any member or officer of the Company;
- 5.6. to any officer of the Company of reasonable out of pocket expenses;
- 5.7. the purchase of indemnity insurance, as provided for in clause 4.17 of this Memorandum of Association;
- 5.8. to an officer or employee of the Company in reimbursement of any reasonable out of pocket expenses (including but not limited to hotel and travel costs) incurred in connection with the promotion of the objects of the Company;
- 5.9. any officer of the Company (or any firm of which a director is a member, officer or employee) may enter into a contract with the Company to supply goods and/or services in return for a payment or material benefit PROVIDED THAT:
 - 5.9.1. The relevant goods or services are actually required by the Company in connection with the promotion of its objects;
 - 5.9.2. The nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services; and
 - 5.9.3. No more than one half of the directors have provided goods or services in exchange for a payment or material benefit in the financial year of the Company during which the provisions and relevant benefits will commence.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up whilst he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding £ 1.00.
8. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable body or bodies having objects similar to the objects of the Company, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body.

Company No: 4043718
THE COMPANIES ACT 1985
ARTICLES OF ASSOCIATION
OF PYRAMID OF ARTS

INTERPRETATION

1. In these Articles:

"Act"	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
"Articles"	means these articles of association;
"Board"	means the board of directors of the Company from time to time;
"clear days"	in relation to the period of 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;
"Chairperson"	shall mean such Trustee as may from time to time be elected chairman of the Board;
"the Company"	means Pyramid of Arts;
"the Members"	means the members of the Company from time to time;
"Memorandum"	means the memorandum of association of the Company;
"Secretary"	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
"the Trustees"	means the directors of the Company from time to time.

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

MEMBERSHIP

2. The subscribers to the Memorandum of Association and such other persons as are admitted to full membership in accordance with the Articles shall be the Members.
3. Any individual, incorporated body or incorporated association interested in promoting the objects of the Company may become a member of the Company SUBJECT TO their:-
 - 3.1. applying for membership in the manner prescribed by the Trustees from time to time;
 - 3.2. application for membership being approved by the Trustees;
 - 3.3. agreeing to be bound by the terms of the Memorandum and Articles by:
 - 3.3.1. signing the register of members of the Company; or
 - 3.3.2. consenting in writing in such form as the Trustees may approve from time to time to become a Member; or
 - 3.3.3. assenting to become a Member in the presence of two independent witnesses over the age of 18 who are not relatives who then confirm in writing in such form as the Trustees may approve from time to time that the relevant person has assented to become a Member.
4.
 - 4.1. A Member shall cease to be a Member of the Company and his membership shall lapse in the following circumstances:
 - 4.1.1. he shall resign in writing to the Trustees;
 - 4.1.2. he fails to pay any subscription due in full within six months of the due date for payment;
 - 4.1.3. the Board shall resolve that the Member shall cease to be a Member for conduct prejudicial to the Company or that the Members continued membership is harmful to the Company PROVIDED THAT prior to such resolution the Member in question shall have the right to make representations to the Trustees;
 - 4.1.4. the Member shall be wound up if an incorporated body or incorporated association or be made bankrupt (if an individual);
 - 4.1.5. the Member has no contact with the Company within 12 calendar months [added 05/02/2018]**
 - 4.1.6. two or more letters addressed to the Member from the Company are not responded to **[added 05/02/2018]**
 - 4.2. Persons registering as Members will be entered as such in the register of members of the Company and will receive a membership certificate in recognition of such membership.
 - 4.3. Membership shall not be transferable.
 - 4.4. Every Member shall be entitled to receive notice of general meetings of the Company and to attend, speak and vote at such meetings. Each Member shall be entitled to one vote on resolutions put to the general meeting.

NOTICE OF GENERAL MEETINGS

5.

- 5.1. At least twenty-one clear days' notice in writing of any general meeting specifying the business to be transacted and the day, place and hour of the meeting, shall be sent to each Member but a general meeting may be called by shorter notice if it is so agreed:
 - 5.1.1. in the case of an annual general meeting, by all the Members entitled to attend and vote;
 - 5.1.2. in the case of any other meeting by a majority in number of Members having a right to attend and vote, being a majority holding not less than 95% of the total voting rights at the meeting of all the Members.
- 5.2. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 5.3. The Company shall in each calendar year hold a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notices calling it. At least twenty-one clear days' notice in writing shall be given to every Member of the date, time and venue of the annual general meeting of the Company and of the business to be conducted. The business of the annual general meeting shall comprise:
 - i. the consideration of the annual report of the Trustees including the accounts;
 - ii. accepting the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - iii. electing persons to be Trustees to fill any vacancies arising;
 - iv. conferring on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Company;
 - v. the appointment or re-appointment of the Company's auditors and examiners;
 - vi. such other business as may have been contained in the notice convening the meeting.
- 5.4. The Trustees may at any time, and shall if directed by Members holding not less than one tenth of the total voting rights of all the members call an extraordinary general meeting of the Company.

PROCEEDINGS AT GENERAL MEETINGS

6.

- 6.1. Each Member which is an incorporated body or incorporated association shall appoint a representative to act on its behalf at any general meeting of the Company, and shall provide such notification of the identity of its appointed representative as the Trustees may direct.
- 6.2. At every general meeting the President of the Company shall preside, but in the event of his or her absence twenty minutes after the time set for the commencement of the meeting, the Vice-President shall preside, and in the event of his or her absence the Members

present shall choose one of their number to be the chairperson of that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.

- 6.3. No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. 3 Members entitled to attend and vote (or their representatives) or one-third of the Members entitled to attend and vote (or their representatives), whichever is the greater, shall constitute a quorum.
- 6.4. If within half an hour after the time appointed for the meeting a quorum is not present the meeting, if convened upon the requisition of the Members, shall be dissolved. In any other case it shall stand adjourned to a time and place to be specified by the Trustees, all Members being given such notice as is practicable of the date, time and place of the adjourned meeting. If at such an adjourned meeting a quorum is not present within half an hour after the time set for the Meeting, then the Members present shall constitute a quorum.
- 6.5. The Chairperson 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 the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven 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.
- 6.6. Votes can only be cast by Members or their appointed representatives present at the meeting.
- 6.7. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before or on the declaration of the result of a show of hands, demanded by the at least two Members or their representatives who are present. On a show of hands every Member present in person or by his appointed representative shall have one vote. Unless a secret ballot be so demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or lost and an entry to that effect in the record containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportions of the votes recorded in favour or against such resolutions.
- 6.8. Except as otherwise herein specifically mentioned or as required by law, resolutions shall be passed by a simple majority of the votes cast.
- 6.9. If a secret ballot is demanded in the manner aforesaid the same shall be taken in such manner as the Chairperson of the meeting shall direct and the result of the ballot shall be deemed to be the resolution of the matter on which the ballot was demanded. The demand for a secret ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded. The demand for a secret ballot may be withdrawn.
- 6.10. On a secret ballot votes may be given either personally or by proxy. A proxy shall be appointed in writing under the hand of the appointer. The instrument appointing a proxy shall be deposited at the registered office of the Company not less than 48 hours before the time of holding the meeting at which the person named in such instrument proposes to vote.

- 6.11. The Trustees shall ensure that proper minutes are kept of the proceedings at all general meetings of the Company.
- 6.12. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.

POWERS OF TRUSTEES

7.

- 7.1. Subject to the provisions of the Act, the Memorandum and Articles and to any directions given by special resolution, the business of the Company shall be managed by the Trustees who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article 7.1 shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
- 7.2. In addition to the general power referred to in article 7.1, the Trustees shall have the following specific powers to manage the business:-
- 7.2.1. To appoint any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act;
- 7.2.2. To appoint a Chairman, Treasurer and other honorary officers from among their number;
- 7.2.3. To delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees);
- 7.2.4. To make standing orders consistent with the Memorandum, these Articles and the Act to govern proceedings at their meeting;
- 7.2.5. To make rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 7.2.6. To make regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Company and the use of its seal (if any);
- 7.2.7. To establish procedures to assist the resolution of disputes within the Company; and
- 7.2.8. To exercise any powers of the Company which are not reserved to a general meeting.

BOARD OF TRUSTEES

8.

- 8.1. Subject to paragraph 8.3 the Company shall have not more than 9 and not less than 3 Trustees, all of whom shall also be a Member or the representative of a Member. For the avoidance of doubt, the Trustees are managing Trustees for the purposes of charity law.
[amended 05/11/12]

- 8.2. Nominations shall be sought from amongst the Members and new Trustees shall be elected at the annual general meeting of the Company in accordance with such procedures as may be prescribed by the Trustees from time to time.
- 8.3. The Board shall have power, acting by simple majority of those Trustees present at a Trustees' meeting to co-opt persons as additional Members of the Board provided the maximum number of Trustees permitted by Article 8.1 is not thereby exceeded. Notwithstanding the provisions of Article 8.1 the persons co-opted shall not be required to be a Member or the representative of a Member. For the avoidance of doubt co-optees shall have full voting rights at meetings of the Board.
- 8.4. Any Trustee co-opted to the Board pursuant to the provisions of Article 8.3 shall retain office only until the next Annual General Meeting of the Company and shall then be eligible for re-election;
- 8.5. The Board shall have power at any time to fill any vacancy among co-optees.
- 8.6. The proceedings of the Trustees shall not be invalidated by any vacancy among their number or by any failure to appoint any Trustee or by any defect in the appointment or qualification of a Trustee. In the event that the number of Trustees falls below the minimum specified in paragraph 8.1 of these Articles, the Board shall use its power of co-option to increase the number of Trustees to at least the minimum specified in article 8.1.
- 8.7. No person shall be appointed as a Trustee who is less than eighteen years old or who is by law prohibited from serving as a Trustee of a charitable trust.
- 8.8. No person shall be entitled to act as a Trustee of the Company (whether on a first or subsequent appointment to the board) unless and until he has signed in the minute book of the Company a declaration of acceptance and of willingness to act as a Trustee for the purposes of charity law.
- 8.9. The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number, but, 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 or of calling a general meeting.

HONORARY OFFICERS

9. Honorary officers of the Company shall consist of one or more Patrons, a President, and a Vice-President and such officers shall be appointed by the Trustees from time to time.

DISQUALIFICATION AND REMOVAL OF TRUSTEES

10. The office of a Trustee shall be vacated if he or she:
 - 10.1. is disqualified from acting as a Trustee by virtue of Section 72 of the Charities Act 1993 (or any statutory re-enactment or modification thereof);
 - 10.2. becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
 - 10.3. is absent without the permission of the Trustees from three consecutive Trustees meetings provided that such meetings are held not less than 30 days apart;
 - 10.4. notifies to the Trustees a wish to resign (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);

- 10.5. was appointed as the representative of a Member organisation which ceases to be a Member of the Company;
- 10.6. ceases to be a Member (but such person may be re-instated by resolution passed by all the other Trustees if he resumes membership of the Company before the next AGM);
- 10.7. is removed from office by a majority vote at a general meeting, the notice for which meeting specified that the question of such removal was to be decided;
- 10.8. resigns by written notice to the Trustees.

TRUSTEES' INTERESTS

11.

- 11.1. Subject to article 11.2 no Trustee shall acquire any interest in property belonging to the Company (otherwise than as a charitable Trustee) or be employed by or receive remuneration from the Company, or be interested (otherwise than as a Trustee) in any contract entered into by the Company.
 - 11.1.1. Nothing in article 11.1 shall prevent any payment in good faith by the Company:
 - 11.1.2. of interest at reasonable and proper rate on monies lent by any Trustee to the Company;
 - 11.1.3. of reasonable and proper rent for premises demised or let to the Company by any Trustee;
 - 11.1.4. of fees, remuneration or money's worth to any company of which a Trustee may also be a member holding not more than one hundredth of such company's issued share capital;
 - 11.1.5. of the usual professional and other charges for services rendered by any Trustee who is a solicitor, accountant or other person engaged in a profession (or by his or her firm) when instructed by the Board to act in a professional capacity on behalf of the Company provided that at no time shall a majority of the Board benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her own instruction or remuneration, or that of his or her firm, is under discussion;
 - 11.1.6. to any Company of which any Trustee is a member, officer or employee of reasonable sums in connection with the provision of goods or services PROVIDED THAT:
 - 11.1.6.1. the relevant goods or services are actually required by the Company in connection with the promotion of its objects;
 - 11.1.6.2. the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services; and
 - 11.1.6.3. no more than one half of the Trustees have provided goods or services in exchange for a payment or material benefit in the financial year of the Company during which the provisions and relevant benefits will commence.
- 11.2. The Trustees may be paid all travelling, subsistence and other expenses reasonably incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or otherwise in connection with the discharge of their duties.

PROCEEDINGS OF TRUSTEES

12.

- 12.1. The Trustees shall meet together at least four times in each calendar year, and may adjourn and otherwise regulate their meetings as they shall think fit. The Secretary shall, at the request of the Chairperson or of two or more Trustees, summon a meeting of the Trustees at any reasonable time by giving at least four clear days' notice to the Trustees, except that if a matter to be decided includes the co-opting of an additional Trustee then at least twenty-one clear days' notice must be given.
- 12.2. The Chairperson shall preside at all meetings of the Trustees. If the Chairperson is absent from any meeting then the Vice- Chairperson shall preside and in the event of his or her absence or if no such Chairperson or Vice-Chairperson has been appointed, the Trustees present shall choose one of their number to chair the meeting before any other business is transacted.
- 12.3. No meeting of the Trustees shall proceed unless a quorum is present. A quorum shall be three Trustees. A person who holds office only as an alternate Trustee shall, if his appointer is not present, be counted in the quorum. **[amended 05/11/12]**
- 12.4. Any Trustee (other than an alternate Trustee) may appoint any other Trustee, or any other person approved by resolution of the Trustees and willing to act, to be an alternate Trustee and may remove from office an alternate Trustee so appointed by him.
- 12.5. An alternate Trustee shall be entitled to receive notice of all meetings of Trustees and of all meetings of committees of Trustees of which his appointor is a Member, to attend and vote at any such meeting at which the Trustee appointing him is not personally present, and generally to perform all the functions of his appointor as a Trustee in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate Trustee. But it shall not be necessary to give notice of such a meeting to an alternate Trustee who is absent from the United Kingdom.
- 12.6. Save as otherwise provided in these Articles, an alternate Trustee shall be deemed for all purposes to be a Trustee and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the person appointing him.
- 12.7. All acts done by a meeting of the Trustees, or of a committee of Trustees, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
- 12.8. A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of the Trustees, shall be as valid and effective as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees.
- 12.9. Any appointment or removal of an alternate Trustee shall be by notice to the Company signed by the Trustee making or revoking the appointment, or in any other manner approved by the Trustees, but no appointment shall be validly made unless and until approved by a majority of the Trustees present at the meeting.

- 12.10. The Trustees may from time to time make and alter rules for the conduct of their business, the summoning and conduct of meetings and the custody of documents PROVIDED THAT no such rule shall be validly made or altered where it would constitute an amendment to these Articles of Association save where such amendment has been approved by a special resolution of the Members in general meeting.
- 12.11. The Trustees may appoint one or more sub-committees consisting of members of the board for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a sub-committee, provided that all acts and proceedings of any sub-committees shall be fully and promptly reported to the Board.
- 12.12. In the case of an equality of votes, the Chairperson shall have a casting or second vote. A Trustee who is also an alternate Trustee shall be entitled in the absence of his appointor to have a separate vote on behalf of his appointor in addition to his own vote.

RECEIPTS AND EXPENDITURE

13.

- 13.1. The funds of the Company, including all donations, contributions and bequests, shall be paid into an account operated by the Trustees in the name of the Company at such bank as the Trustees shall from time to time decide. All instruments of expenditure above a certain limit set from time to time by the Trustees must be signed by at least two Trustees.
- 13.2. The funds belonging to the Company shall be applied only in furthering the objects set out in the Memorandum.
- 13.3. The Trustees shall fix the level of annual subscriptions payable by the Members.

ACCOUNTS

14.

- 14.1. The Trustees shall comply with their obligations wider the Charities Act 1993 (or any statutory re-enactment or modification thereof) with regard to:
- 14.1.1. the keeping of accounting records for the Company;
 - 14.1.2. the preparation of annual statements for the Company;
 - 14.1.3. the auditing or independent examination of the statements of account for the Company; and
 - 14.1.4. the submission of the statements of account of the Company to the Charity Commissioners for England and Wales ("the Charity Commissioners").
- 14.2. The Trustees shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification thereof) with regard to the preparation of an annual report and its submission to the Charity Commissioners.

ALTERATIONS TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION

15.

- 15.1. No amendment may be made to the name of the Company, the objects of the Company, Article 11, Article 17 or this Article 15 without the prior consent in writing of the Charity Commissioners.

- 15.2. No amendment may be made to the constitution of the Company which would have the effect of making the Company cease to be a charity at law.
- 15.3. The Trustees shall promptly send to the Charity Commissioners a copy of any amendment made the Company's name, the Memorandum or the Articles.

REGULATIONS

16. The Company in general meeting or the Trustees may from time to time make, adopt and amend such regulations in the form of bye-laws , standing orders, secondary rules or otherwise as they think fit for the management, conduct and regulation of the affairs of the Company and the proceedings and powers of the trustees and sub-committees, provided that such regulations are not inconsistent with the Memorandum and Articles and do not amount to an alteration such as could only legally be made to the Memorandum and Articles. All Members of the Company shall be bound by such regulations whether or not they have received a copy of them.

DISSOLUTION

17. If the Trustees decide that it is necessary or desirable to dissolve the Company they shall call an Extraordinary General Meeting, of which not less than 21 clear days' notice (stating the terms of the resolution to be proposed) shall be given. If the proposal is approved by extraordinary resolution of the Members present and voting, the Trustees shall have power to realise any assets held by or on behalf of the Company. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to such other charitable institution or institutions having objects similar to the objects of the Company as the Members may determine or, failing that, shall be applied for some other charitable purpose. A copy of the statement of accounts for the final accounting period shall be sent to the Charity Commissioners.

MINUTES

18. The Trustees shall cause minutes to be made in books kept for the purpose of:
 - 18.1. all appointments of officers made by the Trustees;
 - 18.2. all proceedings at meetings of the Company and the Trustees and of committees of Trustees, including the names of Trustees present at such meeting; and
 - 18.3. all professional advice obtained.

NOTICES

19.
 - 19.1. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.
 - 19.2. The Company may give any notice to a Member personally, by sending it by post in a prepaid envelope addressed to the Member at his registered address, by leaving it at that address, or by suitable electronic means such as by email or SMS to such address or number (as appropriate) as the relevant Member may have nominated to the Company in writing.
[amended 05/02/2018]

- 19.3. A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 19.4. Proof that any notice was personally delivered to the correct address or handed to a member (or his representative) shall be conclusive proof that the notice was given at the expiration of 24 hours after the envelope was left at the relevant address or handed to the member (or his representative).
- 19.5. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given at the expiration of 48 hours after the envelope containing it was posted.
- 19.6. Proof that any notice was sent by electronic means to the correct address or number (as appropriate) shall be conclusive proof that the notice was given at the expiration of 24 hours after the relevant message was sent.

INDEMNITY

20. Subject to the provisions of the Act every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.