

**To be tabled for approval by members at the Extraordinary General Meeting on 9<sup>th</sup>  
November 2019**

THE COMPANIES ACT 2006

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION

of

SURREY WILDLIFE TRUST

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Incorporated on 22 December 1959

As amended by Special Resolutions dated 21 March 1975,

5 May 1976, 18 June 2008 8 November 2008 and 2019

## Table of Contents

INTERPRETATION	2
1. Defined terms	2
2. Name and Registered Office	5
3. Exclusion of model articles	5
OBJECTS AND POWERS	5
4. Objects	5
5. Powers	6
6. Application of income and property	8
TRUSTEES	8
7. The Trustees	8
8. Appointment of Trustees	9
9. Proceedings of Trustees	10
10. Powers of Trustees	12
BENEFITS	13
11. Benefits to Members and Trustees	13
MEMBERS	14
12. Membership	14
13. General Meetings	15
14. Adjournment of general meetings	16
15. Appointment of Proxy	17
16. Voting at General Meetings	17
ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS	18
17. Records and Accounts	18
18. Communication with Members	19
19. Guarantee	20
20. Indemnity	21
21. Winding Up	21

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## INTERPRETATION

### 1. Defined terms

In the Articles:

<b>AGM</b>	means an annual general meeting of the <b>Charity</b> .
<b>Articles</b>	means these articles of association (as amended from time to time).
<b>Authenticated Document</b>	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, that contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement).
<b>Authorised Representative</b>	means an individual who is authorised by a <b>Member</b> organisation to act on its behalf at meetings of the Charity and whose name is notified to the Charity in accordance with the <b>Articles</b> .
<b>Business Day:</b>	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business.
<b>Chair</b>	means the Chair of the <b>Trustees</b> .

<b>Charities Act</b>	means the Charities Act 2011.
<b>Charity</b>	means the company governed by the Articles.
<b>Charity Trustee</b>	has the meaning prescribed by section 177 of the Charities Act 2011.
<b>Clear Days</b>	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect.
<b>Commission</b>	means the Charity Commission for England and Wales.
<b>Companies Act</b>	means the Companies Act 2006.
<b>Connected Person</b>	<p>means any person falling within one of the following categories:</p> <ol style="list-style-type: none"> <li>a. any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or</li> <li>b. the spouse or civil partner of any person in (a); or</li> <li>c. any person who carries on business in partnership with a Trustee or with any person in (a) or (b); or</li> <li>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;</li> <li>e. a corporate body in which a Trustee or or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.</li> </ol> <p>Sections 350 to 352 of the <b>Charities Act</b> apply for the purposes of interpreting the terms used in this Article.</p>
<b>Council</b>	means the Trustees.
<b>electronic form and electronic means</b>	have the meaning given to such terms in section 1168 of the Companies Act.

<b>Financial Expert</b>	means a person who is reasonably believed by the Trustees to be qualified to give the relevant advice and/or provide the relevant services by his or her ability in and practical experience of financial and other matters relating to the investment.
<b>Material Benefit</b>	means a benefit that may or may not be financial but that has a monetary value.
<b>Member and Membership</b>	refer to membership of the Charity.
<b>Month</b>	means calendar month.
<b>Objects</b>	means the objects of the Charity set out in Article 4.
<b>Ordinary Resolution</b>	means a resolution of the Members that is passed by a simple majority.
<b>Secretary</b>	means the Secretary of the Charity.
<b>Special Resolution</b>	means a resolution of the Members that is passed by a majority of 75% or more.
<b>Trustee</b>	means a director of the Charity, and includes any person occupying the position of director, by whatever name called.
<b>Written or In Writing</b>	refers to a legible document on paper or a document that can be printed onto paper including an electronic mail.
<b>Year</b>	means calendar year.

- 1.1 The defined terms in Article 1 shall apply in these Articles.
- 1.2 Words or expressions that are defined in Article 1 are shown in bold type when they first appear in these Articles and capitalised thereafter.
- 1.3 Except where the context requires otherwise, expressions defined in the **Companies Act** have the same meaning in the Articles.
- 1.4 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 1.5 Articles 4, 5.30, 11 and 21 shall not be amended without the prior **Written** consent of the **Commission**, unless the proposed amendments are permitted without such written consent.

## 2. Name and Registered Office

2.1 The name of the Charity is Surrey Wildlife Trust.

2.2 The registered office of the Charity will be in England and Wales.

## 3. Exclusion of model articles

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

## OBJECTS AND POWERS

### 4. Objects

4.1 The **Objects** for which the Charity is established are:

(1) For the benefit of the public, the advancement of environmental protection, improvement and accessibility of:

(a) wildlife and its habitats

(b) places of natural beauty

(c) places of zoological, botanical, geographical, geological, archaeological or scientific interest

(d) features of landscape with geological, physiographical, or amenity value, in particular but not exclusively in ways that further biodiversity;

(2) For the benefit of the public, the advancement of education in:

(a) the study of nature

(b) the principles and practice of biodiversity conservation

(c) the principles and practice of sustainable development;

(3) For the benefit of the public, the advancement of science and natural heritage:

(a) to promote research in all branches of nature study

(b) to publish the useful results thereof.

**Biodiversity** is defined as the variety of life in all its forms levels and combinations, especially including species richness, ecosystems complexity and genetic variation.

**Sustainable development** is primarily defined as 'Development that meets the needs of the present without compromising the ability of future generations to meet their own needs' (Brundtland Commission, "Our Common Future: Report of the World Commission on Environment and Development, 11 December 1987").

**Natural heritage** is defined as flora and fauna, landscape, natural resources, wildlife and habitats that are valued by present and future generations.

## **5. Powers**

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

- 5.1 to establish, purchase, form, own, enter into agreements regarding or otherwise acquire, lease or rent nature reserves, open spaces or other facilities; and to manage, monitor, maintain and improve such reserves, open spaces or facilities;
- 5.2 to establish, promote the establishment of, form and maintain exhibitions, record centres, libraries and collections of records and other objects of educational value;
- 5.3 to facilitate and manage the collection and use of biological, botanical and/or ecological records and surveys, public access records and other data;
- 5.4 to print, publish, record or distribute and to arrange to have printed, published, recorded or distributed either voluntarily or by way of sale any reports, periodicals, books, leaflets, films or electronic communications which are desirable for the promotion of the Objects;
- 5.5 to put before planning or other authorities such environmental considerations and information as may further the Objects;
- 5.6 to raise public awareness, influence or change public attitudes;
- 5.7 to provide accommodation and refreshments and other ancillary services for members of the public attending or visiting facilities and events provided by the Charity;
- 5.8 promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
- 5.9 to provide advice or guidance;
- 5.10 to organise meetings, conferences, discussion groups, broadcasts or similar events;
- 5.11 to provide educational services and to promote, carry out, support and participate in educational programmes, study days, courses, lectures, seminars and other educational or training events;
- 5.12 to co-operate or collaborate with other bodies, exchange information and engage in partnerships or joint ventures with any other charity or other organisation;
- 5.13 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- 5.14 to support, administer or establish other charities;
- 5.15 to raise funds including by trade in the course of carrying out the objects of the Charity and/or to carry on any other trade which is not expected to give rise to taxable profits;
- 5.16 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;

- 5.17 to borrow money and give security for loans for any purpose including for the purposes of investment or of raising funds, including charging property as security for repayment of money borrowed or as security for a grant or the discharge of any obligation (but only in accordance with the restrictions imposed by the Charities Act);
- 5.18 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 5.19 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 5.20 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 5.21 to pay any rent and other outgoings and expenses in relation to property and to do all such other things as may be necessary for (or incidental to) the use, maintenance, alteration or improvement of such property;
- 5.22 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 5.23 to make grants or donations or loans of money and to give guarantees;
- 5.24 to set aside funds for special purposes, for investment or as reserves against future expenditure;
- 5.25 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 5.26 to deposit or invest funds in any manner, including to make social investments in accordance with the Charities (Protection and Social Investment) Act 2016 (but, where the Trustees deem it necessary in all the circumstances, to obtain advice from a **Financial Expert** in relation to such deposits or investments);
- 5.27 to delegate the management of investments to a Financial Expert, but only on terms that:
  - 5.27.1 require the Financial Expert to comply with any investment policy (and any revision of that policy) set down **In Writing** for the Financial Expert by the Trustees;
  - 5.27.2 require the Financial Expert to report every transaction to the Trustees;
  - 5.27.3 require the Financial Expert to review the performance of the investments with the Trustees regularly;
  - 5.27.4 entitle the Trustees to cancel the delegation arrangement at any time;
  - 5.27.5 require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a **Year**;
  - 5.27.6 require all payments to the Financial Expert to be on a scale or at a level that is agreed in advance and to be notified promptly to the Trustees on receipt; and



- 5.27.7 prohibit the Financial Expert from doing anything outside the powers of the Trustees;
- 5.28 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required;
- 5.29 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 5.30 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as **Charity Trustees** or against personal liability incurred in respect of any act or omission that is or is alleged to be a breach of trust or breach of duty, provided that such insurance may not cover any personal liability where the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 5.31 subject to Article 11, to engage, employees, consultants, advisers, agents and volunteers;
- 5.32 to provide and contribute to superannuation or pension funds for the employees and workers of the Charity or any of them or otherwise to make provision for such employees and workers and their dependants;
- 5.33 to provide, and enter into contracts to provide, services to or on behalf of other bodies;
- 5.34 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated, subject to such amalgamation or merger being approved in advance by Ordinary Resolution approved by members at a general meeting;
- 5.35 to establish or acquire subsidiary companies;
- 5.36 to pay the reasonable and proper costs of forming and administering the Charity; and
- 5.37 to do anything else within the law that promotes or helps to promote the Objects.

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

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

## **TRUSTEES**

### **7. The Trustees**

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

- 7.2 The number of Trustees shall be not less than three nor (unless otherwise determined by Ordinary Resolution) more than 15. All Trustees must be natural persons and must be aged 18 years or over. Save as otherwise provided in these Articles, a Trustee must be a Member of the Charity (or become one within four weeks of being appointed).
- 7.3 Subject to earlier termination under Article 7.6, Trustees shall hold office for a period of three years ending at the end of the third AGM after their appointment.
- 7.4 Any retiring Trustee who remains qualified may be re-appointed, provided that no Trustee may serve for more than three consecutive terms of office.
- 7.5 Where, prior to the date on which these Articles were adopted, a Trustee was in office, for the purposes of calculating that Trustee's term of office, any period already served by them in office shall be deemed to be included.
- 7.6 A Trustee's term of office automatically terminates if he or she:
- 7.6.1 is disqualified under the Charities Act or is otherwise prohibited by law from acting as a Charity Trustee;
  - 7.6.2 is incapable, whether mentally or physically, of managing his or her own affairs and the Trustees resolve that his or her office be vacated;
  - 7.6.3 is absent from four consecutive meetings of the Trustees, unless before then the Trustees have resolved that his or her reason for absence is sufficient;
  - 7.6.4 resigns by Written notice to the Trustees;
  - 7.6.5 is removed by Ordinary Resolution at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views;
  - 7.6.6 is removed by resolution of the Trustees passed on the ground that, in the Trustees' reasonable opinion, the Trustee's continued trusteeship is not in the best interests of the Charity; or
  - 7.6.7 ceases to be a Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming **Membership** of the Charity before the next **AGM**).
- 7.7 If the number of Trustees falls below the minimum number it shall be lawful for them to act as Trustees for the purpose of admitting persons as Trustees filling up vacancies in their body or summoning a general meeting but not for any other purpose.
- 8. Appointment of Trustees**
- 8.1 The Charity may by Ordinary Resolution at a general meeting appoint a person who is willing to act to be a Trustee.
- 8.2 No person other than a retiring Trustee shall be appointed or reappointed a Trustee at any general meeting unless:

- 8.2.1 he or she is recommended by the Trustees; or
- 8.2.2 not less than 14 Clear Days before the date appointed for the meeting, the Charity is given a notice that:
- (a) is signed by at least two Members entitled to vote at the meeting;
  - (b) states the Members' intention to propose the appointment of a person as a Trustee;
  - (c) provides, in reasonable detail, such person's relevant background, experience and suitability for such role;
  - (d) provides confirmation that such person is eligible to be a Charity Trustee and is willing to execute such undertakings concerning obligations of confidentiality and avoiding conflicts of interest as are executed by the other Trustees;
  - (e) contains the details that, if the person were to be appointed, the Charity would have to file at Companies House; and
  - (f) is signed by the person who is to be proposed to show his or her willingness to be appointed.
- 8.3 All Members who are entitled to receive notice of a general meeting must be given not less than 7 Clear Days' notice of any resolution to appoint or re-appoint a Trustee.
- 8.4 In the event that there are more proposed candidates for appointment than Council vacancies, a ballot of the Members will be conducted in accordance with any ballot regulations made by the Trustees.
- 8.5 The Trustees may by a minuted resolution of the Council appoint a person who is willing to act to be a Trustee, but a Trustee so appointed must retire at the next AGM following his or her appointment.
- 8.6 The appointment of a Trustee, whether by an Ordinary Resolution of the Charity in a general meeting or by a resolution of Council, must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.

## 9. Proceedings of Trustees

- 9.1 The Trustees must hold at least four meetings each Year. The Trustees may regulate their proceedings as they think fit, subject to the provisions of these Articles.
- 9.2 Save as otherwise provided in these Articles, no decision may be made at a meeting of the Trustees unless a quorum is present at the time a decision is made. A quorum at a meeting of the Trustees is the number nearest to one third of the total number of Trustees or two Trustees, whichever is the greater, or such larger number as the Trustees may from time to time decide.
- 9.3 Any Trustee may call a meeting of the Trustees by giving reasonable notice of the meeting to the Trustees or by authorising the **Secretary** (if there is one) to give such notice.

- 9.4 A meeting of the Trustees may be held either in person or by suitable electronic or other means agreed by the Trustees in which all participants may communicate with all the other participants.
- 9.5 A Trustee may not appoint an alternate or anyone to act on his or her behalf at a meeting of the Trustees.
- 9.6 The **Chair** or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 9.7 Every issue may be determined at a meeting of the Trustees by a simple majority of the votes cast. Except for the Chair of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.
- 9.8 A Written Resolution signed by a majority of the Trustees who would have been eligible to vote on the matter at a meeting of the Trustees is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 9.9 A Trustee must avoid a situation in which he or she has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:
- 9.9.1 the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;
  - 9.9.2 the situation is authorised by the Trustees in accordance with Article 9.10; or
  - 9.9.3 the situation relates to the purchase of trustee indemnity insurance in accordance with Article 5.30.
- 9.10 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that:
- 9.10.1 the procedure in Article 9.11 is followed;
  - 9.10.2 authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Trustee or any **Connected Person** that would not be permitted by Article 11; and
  - 9.10.3 the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.
- 9.11 Whenever a Trustee has an interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
- 9.11.1 declare his or her interest before discussion begins on the matter;
  - 9.11.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
  - 9.11.3 not be counted in the quorum for that part of the meeting;
  - 9.11.4 withdraw during the vote and have no vote on the matter.

## 10. Powers of Trustees

- 10.1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity as they think fit unless and to the extent they are subject to any restrictions imposed by the Companies Act, the Articles, any **Special Resolution** of the members or any other provision of law.
- 10.2 Without prejudice to Article 10.1, the Trustees may, on such terms as they may determine:
- 10.2.1 appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity;
  - 10.2.2 appoint (and remove) a Chair and up to two Vice-Chairs from among their number;
  - 10.2.3 appoint (and remove) an Honorary President and one or more Honorary Vice-Presidents;
  - 10.2.4 delegate (and revoke or amend any delegation of) any of their functions to:
    - (a) any person(s); or
    - (b) committee(s) consisting of two or more individuals appointed by them (but at least two members of every committee must be a Trustee and all material proceedings of such persons or committees should be reported promptly to the Trustees)provided that the terms of any such delegation are recorded in the minute books;
  - 10.2.5 make regulations consistent with the Articles and the Companies Act to govern:
    - (a) proceedings at general meetings;
    - (b) ballots of the Members;
    - (c) proceedings at meetings of Trustees and meetings of committees;
    - (d) the admission, classification and conduct of Members;
    - (e) the administration of the Charity and the use of its seal (if any);and shall notify Members where the regulations are applicable to them.
  - 10.2.6 establish procedures to assist the resolution of disputes within the Charity;
  - 10.2.7 exercise any powers of the Charity that are not reserved to a general meeting.
- 10.3 No alteration of the Articles or any Special Resolution shall have retrospective effect to invalidate any prior act of the Trustees.

- 10.4 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 7.2 it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees filling up vacancies in their body or summoning a general meeting but not for any other purpose.

## **BENEFITS**

### **11. Benefits to Members and Trustees**

- 11.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity but Members (and Trustees, the President and Vice-Presidents) who are beneficiaries may receive charitable benefits in that capacity.
- 11.2 A Trustee (and the President and any Vice-Presidents) must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:
- 11.2.1 as mentioned in Articles 5.30, 11.1, 11.3 or 20;
  - 11.2.2 interest at a reasonable rate on money lent to the Charity not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Trustees;
  - 11.2.3 a reasonable rent for property let to the Charity;
  - 11.2.4 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out his or her duties as a Charity Trustee;
  - 11.2.5 without prejudice to Article 11.3, payment to any company in which a Trustee has no more than a 1% shareholding;
  - 11.2.6 in exceptional cases, other financial benefits (but only with the written approval of the Commission in advance).
- 11.3 Any Trustee (or any Connected Person whose remuneration might result in a Trustee obtaining a Material Benefit or any President or Vice-President) may enter into a contract (other than a contract for employment) with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:
- 11.3.1 the goods or services are actually required by the Charity;
  - 11.3.2 any conflict of interests is authorised by the Trustees in accordance with Article 9.10;
  - 11.3.3 the nature and level of the remuneration is no more than is reasonable in all the circumstances and is set in accordance with the procedure in Article 9.11;
  - 11.3.4 in any financial year, fewer than half of the Trustees are subject to such a contract (or have a Connected Person who is subject to such a contract).

- 11.4 Except as permitted by law a Trustee, the President and any Vice-President may not buy any goods or services from the Charity unless such goods and services are also available to the general public under the same terms.

## MEMBERS

### 12. Membership

- 12.1 The Charity must maintain a register of Members in accordance with the Companies Act.
- 12.2 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who:
- 12.2.1 applies to the Charity in the form required by the Trustees; and
  - 12.2.2 is approved by the Trustees.
- 12.3 The Trustees may establish different classes of Membership and prescribe their respective rights and obligations and set the amounts of any subscriptions.
- 12.4 A Member who is an employee of the Charity shall be a non-voting member of the Charity for the duration of their employment. Upon ceasing to be an employee of the Charity, any such Member shall have the same rights and obligations of other non-employee Members.
- 12.5 The Trustees may only vary the rights or obligations attached to a class of Membership if:
- 12.5.1 75% of the members of the class consent in writing to the variation; or
  - 12.5.2 a Special Resolution effecting the variation is passed at a general meeting of the members of that class agreeing to such variation and the provisions of these Articles about general meetings shall apply to any such meeting.
- 12.6 Membership is terminated if the Member concerned:
- 12.6.1 gives Written notice of resignation to the Charity;
  - 12.6.2 dies or (in the case of an organisation) ceases to exist;
  - 12.6.3 is more than three **Months** in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated on payment of the amount due); or
  - 12.6.4 is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion it would be in the best interests of the Charity for the Member's Membership to be terminated (but only after notifying the Member In Writing and considering the matter in the light of any Written representations that the Member concerned puts forward within 14 **Clear Days** after receiving notice).
- 12.7 Membership of the Charity is not transferable.

### **13. General Meetings**

- 13.1 Members are entitled to attend general meetings personally or by proxy or (in the case of an organisation) by an **Authorised Representative**. Subject to Article 13.2 general meetings are called:
- 13.1.1 in the case of an AGM or a general meeting called for the passing of a Special Resolution, on at least 21 Clear Days' Written notice; or
  - 13.1.2 in the case of any other general meeting, on at least 14 Clear Days' Written notice.
- 13.2 A general meeting other than a general meeting at which it is proposed to remove a Trustee 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, who together hold not less than 90 per cent of the total voting rights.
- 13.3 The notice of a general meeting must include:
- 13.3.1 the time, date and place of the meeting;
  - 13.3.2 the general nature of the business to be dealt with at the meeting;
  - 13.3.3 (except in the case of ordinary business at an AGM) the full text of each resolution and, where the intention is to propose a resolution as a Special Resolution, a statement of such intention; and
  - 13.3.4 if the meeting is an AGM the notice must say so.
- 13.4 Notice must be given to every Member, every Trustee and to the Charity's auditors.
- 13.5 No business shall be transacted at any general meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members entitled to vote or Authorised Representatives present in person or by proxy is at least 35.
- 13.6 The Chair or (if the Chair is unable or unwilling to do so) a Trustee nominated by the Trustees shall chair the meeting. If there is only one Trustee present and willing to act, he or she will chair the meeting. If no Trustee is present and willing to chair the meeting within 15 minutes of the time appointed for the meeting, the Members present and entitled to vote must choose one of their number to chair the meeting or in the event that no Member is willing to chair the meeting, the meeting will be deemed to be closed.
- 13.7 The Charity must hold an AGM in every Year which all Members are entitled to attend.
- 13.8 At an AGM the Members:
- 13.8.1 receive the accounts of the Charity for the previous financial year;
  - 13.8.2 receive the Trustees' report on the Charity's activities since the previous AGM;
  - 13.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;



- 13.8.4 elect/re-elect persons to be Trustees;
  - 13.8.5 appoint auditors for the Charity;
  - 13.8.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and
  - 13.8.7 may determine any issues of policy or deal with any other business put before them or raised by them.
- 13.9 A general meeting may be called at any time by the Trustees or any of them.
- 13.10 A general meeting may be called on a Written request to the Trustees from at least 1% of the number of Members where that 1% is calculated by reference to the number of Members on the Register of Members on the 31 March immediately preceding the request.
- 13.11 On receipt of a Written request made pursuant to Article 13.10, the Trustees must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting.
- 14. Adjournment of general meetings**
- 14.1 The Chair or members present may propose to adjourn a general meeting. Such a proposal shall be subject to the approval of the meeting by way of an Ordinary Resolution.
- 14.2 Notwithstanding Article 14.1, the Chair may, at his or her discretion, adjourn a general meeting without the approval of the meeting where it appears to the Chair that such an adjournment is necessary:
- 14.2.1 to re-establish order or to facilitate the conduct of the meeting; or
  - 14.2.2 because a quorum is not present.
- 14.3 On an adjournment, the Chair must specify the time and place of the adjourned meeting or that this is to be fixed by the Trustees.
- 14.4 Notice is not required to be given for an adjourned meeting, unless:
- 14.4.1 the time and place of the adjourned meeting is to be fixed by the Trustees; or
  - 14.4.2 new business is to be proposed or a member within 15 minutes of any adjournment by the chair notifies the chair that he wanted to propose new business together with the nature of that business but was prevented from doing so by such adjournment.
- 14.5 Unless notice has been given, no new business shall be transacted at an adjourned meeting which could not properly have been transacted at the original meeting. This shall not prevent members raising new business at an adjourned meeting to the extent provided in Article 13.8.7.
- 14.6 A resolution passed at an adjourned meeting is deemed passed on the date of the adjourned meeting.

- 14.7 If no quorum is present at the adjourned meeting within 15 minutes of the time specified for the start of the meeting the Members present at that time shall constitute a quorum for that meeting. This shall not be used to negate the provisions of Article 13.5 for the original meeting to commence and the notice required for the meeting to resume.

## **15. Appointment of Proxy**

- 15.1 Proxies may only be validly appointed by a notice In Writing that:
- 15.1.1 states the name and address of the Member appointing the proxy;
  - 15.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
  - 15.1.3 is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine;
  - 15.1.4 is delivered to the Charity in accordance with Article 18.7;
  - 15.1.5 is received by the Charity at least 24 hours before the meeting to which it relates.
- 15.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 15.3 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.
- 15.4 Unless a proxy notice indicates otherwise, it should be treated as:
- 15.4.1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
  - 15.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 15.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 18.7, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.
- 15.6 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 15.7 Proxy appointments remain valid for an adjourned meeting.
- ## **16. Voting at General Meetings**
- 16.1 A resolution at a general meeting shall be decided by a show of hands and the declaration of the result of such a vote by the person chairing the meeting is conclusive, unless, in either case, a poll is demanded. Arrangements shall be in place to ensure that those voting on a resolution are entitled to do so.

- 16.2 Except where otherwise provided by the Companies Act, every issue is decided by a majority of the votes cast.
- 16.3 Subject to Article 16.4, every Member present in person or by proxy or through an Authorised Representative has one vote on each issue.
- 16.4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands.
- 16.5 A Member may not vote if he, she (or in the case of an organisation, it) owes money to the Charity.
- 16.6 A poll on a resolution may be demanded:
- 16.6.1 in advance of the general meeting where it is to be put to the vote; or
  - 16.6.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 16.7 A poll may be demanded by:
- 16.7.1 the Chair of the meeting;
  - 16.7.2 any Trustee;
  - 16.7.3 two or more persons having the right to vote on the resolution; or
  - 16.7.4 a person who is present at the meeting, holding the right to vote on behalf of two or more members.
- 16.8 A demand for a poll may be withdrawn if the poll has not yet been taken and the Chair of the meeting consents to the withdrawal.
- 16.9 Polls must be taken immediately and in such manner as the Chair of the meeting directs. The Chair may appoint scrutineers (who need not be Members) and may fix a time and place for declaring the results of the poll.
- 16.10 The results of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **17. Records and Accounts**

- 17.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 17.1.1 annual reports;
  - 17.1.2 annual returns; and

- 17.1.3 annual statements of account.
- 17.2 The Trustees must keep proper records of:
  - 17.2.1 all resolutions of Members passed otherwise than at a general meeting;
  - 17.2.2 all proceedings at general meetings;
  - 17.2.3 all decisions of the Trustees (whether taken at a meeting or otherwise);
  - 17.2.4 all reports and proceedings of committees; and
  - 17.2.5 all professional advice obtained.
- 17.3 The records referred to in Articles 17.2.1, 17.2.2 and 17.2.3 must be kept for ten years from the date of the resolution, general meeting or Trustees' meeting, as relevant.
- 17.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 17.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee or Member, free of charge. A copy of either document must also be supplied within two months to any other person who makes a Written request for it and pays the Charity's reasonable costs.

## **18. Communication with Members**

- 18.1 The Charity may deliver a notice or other document to a Member:
  - 18.1.1 by delivering it by hand to the address recorded for the Member in the register of Members;
  - 18.1.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address recorded for the Member in the register of Members;
  - 18.1.3 by fax to a fax number notified by the Member in writing;
  - 18.1.4 by electronic mail to an address notified by the Member in writing; or
  - 18.1.5 by a website, the address of which shall be notified to the Member in writing.
- 18.2 This Article does not affect provisions in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.
- 18.3 If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
- 18.4 If a notice or document is sent:
  - 18.4.1 by post or other delivery service in accordance with 18.1.2 it is treated as being delivered:

- (a) 24 hours after it was posted, if first class post was used; or
- (b) 72 hours after it was posted or given to delivery agents, if first class post was not used;

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

- (c) properly addressed; and
- (d) put into the post system or given to delivery agents with postage or delivery paid.

18.4.2 by fax, it is treated as being delivered at the time it was sent;

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

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

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

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

18.6 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

18.7 Members may validly send any notice or document to the Charity:

18.7.1 by post to

- (a) the Charity's registered office; or
- (b) any other address specified by the Charity for such purposes;

18.7.2 to any email address provided by the Charity for such purposes.

## **19. Guarantee**

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 they are a Member or within one year after they cease to be a Member, for:

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

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

19.3 adjustment of the rights of the contributories among themselves.

## **20. Indemnity**

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

## **21. Winding Up**

21.1 The Members of the Charity 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, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

21.1.1 directly for the Objects; or

21.1.2 by transfer to any charity or charities for purposes similar to the Objects;  
or

21.1.3 to any charity for use for particular purposes that fall within the Objects.

21.2 Subject to any such resolution of the members of the Charity, the Trustees 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, shall on dissolution of the Charity be applied or transferred:

21.2.1 directly for the Objects; or

21.2.2 by transfer to any charity or charities for purposes similar to the Objects;  
or

21.2.3 to any charity for use for particular purposes that fall within the Objects.

21.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity (except to a Member that is itself a Charity) and if no such resolution is passed by the Members of the Charity or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.