MEMORANDUM OF ASSOCIATION
-of-
ACTION FOR BLIND PEOPLE

1. Name of the Company

The name of the company (hereinafter called "the Charity") is Action for Blind People.

2. Registered Office

The registered office of the Charity will be situated in England.

3. Objects of the Charity

The objects for which this Charity is established are: -
to relieve and assist by all charitable means people who are impaired, disabled or handicapped by lack of vision or impaired vision; where benefit will accrue to those with lack of vision or impaired vision, to relieve and assist those with other physical or mental disabilities.

4. Powers of the Charity

In furtherance of the above charitable objects but not further or otherwise the Charity shall have the following powers: -

(i) to provide or promote any services including opportunities for employment training counselling and integration into the community;

(ii) to provide or assist in the provision of information and advisory services, community care services and residential accommodation;

(iii) to provide facilities for recreation and other leisure occupations;

(iv) to print and publish in any media;

(v) to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the world, and to construct, maintain and alter buildings or erections;

(vi) to sell, manage, let or mortgage, dispose of or turn to account all or any of the property or assets of the Charity subject to such consents as may be required by law;

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM

and

ARTICLES OF ASSOCIATION

-of-

ACTION FOR BLIND PEOPLE

(Formerly known as London Association for the Blind) (formerly Surrey Charity for the General Welfare of the Blind)

Incorporated the 7th day of May 1888 Name Changed to Action for Blind People 14th April 1999. Memorandum & Articles of Association adopted by Special Resolutions passed on the 24 September 2008 and amended by Written Special Resolution passed on 25 March 2009

A limited company registered in England No. 26688
(vii) to execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property;

(viii) to borrow or raise money for the objects of the Charity on such terms and on such security as may be thought fit subject to such consents as may be required by law;

(ix) to take and accept any gift of money, property or other assets whether subject to any special trust or not for the objects of the Charity;

(x) to establish support or promote acquire or assist any other bodies including establishing wholly or jointly owned subsidiaries and to finance such body by way of loan, share subscription or other means;

(xi) to raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise including by carrying on trade provided that the Charity shall not undertake any Taxable Trading;

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

(xiii) to give or receive any guarantee or indemnity;

(xiv) to promote and advertise the Charity's activities;

(xv) to invest in its own name, or in the name of nominees, moneys of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;

(xvi) to delegate upon such terms and with such remuneration as the Charity shall think fit to professional investment managers (hereinafter called "the Managers") the exercise of the power contained in the foregoing sub-paragraph (xv) provided always that:-

(a) the Managers shall be persons who are entitled to carry on investment business under the provisions of the Financial Services and Markets Act 2000;

(b) the Charity shall authorise the Managers to exercise such delegated power within clear investment policy guidelines laid down from time to time by the Charity and the Charity shall use its best endeavours to
ensure that those guidelines are observed;

(c) the Managers shall be under a duty to report promptly to the Charity any exercise of the power delegated as aforesaid and to report all transactions and on the performance of the fund on such time scales as the Charity requires;

(d) the Charity shall at all times be free forthwith to review alter or determine such delegation and the terms thereof;

(e) the Charity shall review such delegation at intervals but so that any failure by the Charity to undertake such review within the said period shall not invalidate the delegation.

(xvii) to make any donations in cash or assets or establish or support or aid in the establishment or support of or constitute or lend money (with or without security) to or for any exclusively charitable trusts, charities or institutions;

(xviii) to undertake and execute charitable trusts;

(xix) to engage and pay any person or persons not being a Trustee whether on a full time or part time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Charity;

(xx) subject to the provisions of Clauses 5 and 6 hereof to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants;

(xxi) to transfer property or activities to or join or amalgamate with any companies, institutions, societies or charity which shall be charitable by law and have objects similar to or ancillary to those of the Charity and prohibit payment of any dividend or profit to and the distribution of any of their assets amongst their members in a manner similar to the prohibition of such payments or distributions by this Memorandum of Association;

(xxii) to transfer to or acquire from any body any assets, activities, staff or liabilities and perform any of their engagements;

(xxiii) to insure any risks arising from the Charity's activities;

(xxiv) to the extent permitted by law, to purchase indemnity insurance out of the funds of the Charity to indemnify any of the Trustees against any personal liability in respect of:
(i) any breach of trust or breach of duty committed by them in their capacity as charity trustees or trustees for the Charity;

(ii) any negligence, default, breach of duty or breach of trust committed by them in their capacity as directors or officers of the Charity or of any body corporate carrying on any activities on behalf of the Charity;

(iii) any liability to make contributions to the assets of the Charity in accordance with the provisions of section 214 of the Insolvency Act 1986.

Any such insurance in the case of (xxiv) (i) or (xxiv) (ii) must be so framed as to exclude the provision of an indemnity for a person in respect of:

(a) any liability incurred by a Trustee to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);

(b) any liability incurred by a Trustee in defending any criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him; or

(c) any liability incurred by a Trustee to the Charity that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Charity or in the case of which he did not care whether it was in the best interests of the Charity or not.

Any insurance in the case of (xxiv) (iii) shall not extend to any liability to make such a contribution where the basis of the Trustee’s liability is his knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;

And to purchase out of the funds of the Charity any additional indemnity insurance cover for the benefit of the Trustees that is permitted by law from time to time;

(xxv) to make such ex gratia payments as are considered reasonable and fair;
(xxvi) to permit any investments belonging to the Charity to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such;

(xxvii) to carry out the objects of the Charity in its own name or under such other style or title or styles or titles as the Charity may from time to time determine;

(xxviii) to do all such other lawful things as will further the attainment of the objects of the Charity or any of them.

5. **Use of Income and Property**

The income and property of the Charity shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Charity and no Trustee shall be appointed to any office of the Charity paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Charity provided that a Member or Trustee may receive benefits as a beneficiary and provided that nothing herein shall prevent any payment in good faith by the Charity of the Allowed Payments set out below.

6. **Allowed Payments**

The Charity may pay:-

(a) reasonable and proper payment to any officer, servant, employee, professional or other adviser of the Charity who is not a Trustee for any services to the Charity;

(b) reasonable and proper remuneration of a Trustee for services actually rendered or goods supplied to the Charity (save for services rendered in his capacity as a Trustee) PROVIDED THAT:-

(i) the number of Trustees so remunerated in any accounting period shall not exceed a minority of the Trustees;

(ii) that no resolution to approve such remuneration to a Trustee shall be effective unless it is passed at a meeting of the Board;
such Trustee shall not vote on any resolutions relating to his or her engagement by the Charity.

(iii) interest on money lent by a member of the Charity or of its Board at a rate per annum not exceeding 2 per cent less than the base lending rate prescribed for the time being by a major London Clearing Bank or 3 per cent whichever is the greater;

(iv) to any Trustee reasonable and proper out-of-pocket expenses;

(v) monies for any reasonable purpose to a company of which a member of the Charity or a Trustee may be a member holding not more than one hundredth part of the capital of such company;

(vi) reasonable and proper rent for premises demised or let by any member of the Charity or by any Trustee;

(vii) to the extent permitted by law, reasonable and proper premiums in respect of any insurance policy taken out pursuant to this Memorandum of Association;

(viii) a payment to a Trustee under the indemnity provisions in the Articles of Association.

PROVIDED THAT no member of the Charity or Trustee shall vote on or be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give any remuneration or a benefit to that member of the Charity or Trustee other than the approval of any permitted indemnity insurance or the payment of an indemnity where such payment is to be made to a majority of the Trustees.

7. The liability of the members of the Charity is limited.

8. Every member of the Charity undertakes to contribute to the assets of the Charity, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Charity 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 contributories among themselves, such amount as may be required not exceeding £1 (one pound).

9. If upon the winding up or dissolution of the Charity 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 Charity but shall be given or transferred to some other charitable institution or institutions having
objects of the Charity and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Charity under or by virtue of Clauses 5 and 6 hereof, such institution or institutions to be determined by Members of the Charity at or before the time of dissolution and in so far as effect cannot be given to such provisions then such property shall be disposed of at the discretion of the Trustees for some other charitable purpose or purposes.

10. Alteration of the Memorandum and Articles of Association

10.1 Until section 22 of the Companies Act 2006 comes into force, Articles 3 and 4 of the Articles of Association of the Charity are deemed to be included in this Memorandum of Association for the purposes of section 17(2)(b) of the Companies Act 1985 and Articles 3 and 4 (classes of member of the Charity and rights of each such class) and this Clause 10 may only be varied with the consent of each class of member given either in writing by at least three-quarters of the members of each class or by special resolutions passed at separate general meetings of each class of member.

10.2 For the avoidance of doubt, once section 22 of the Companies Act 2006 comes into force, Articles 3 and 4 (classes of member of the Charity and rights of each such class) and this Clause 10 shall be entrenched as anticipated by section 22 and may only be varied in accordance with section 631 of the Companies Act 2006.

11. Definitions

Terms which are defined in the Articles of Association of the Charity have the same meanings when used in this Memorandum of Association unless the context requires otherwise.
ARTICLES OF ASSOCIATION

-of-

ACTION FOR BLIND PEOPLE

GENERAL

1. In these Articles and in the Memorandum of Association the words standing in the first column of the Table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context.

Address includes a number or address used for the purposes of sending or receiving documents by electronic means;

Articles these Articles of Association;

Board the Board of Trustees;

Board Meeting the meeting of the Board so designated in each year in accordance with Article 10;

Charities Acts the Charities Acts 1992, 1993 and 2006 (to the extent in force) including any statutory modification or re-enactment thereof from time to time;

Charity Action for Blind People;

Chairman the Chairman of the Board;

Charitable means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005. For the avoidance of doubt, the system of law governing the constitution of the Charity is the law of England and Wales;

Chief as defined in Article 37;
Executive

Clear Days in relation to a period of notice, the period excluding the
day on which notice is given or deemed to be given and
the date of the event to which the notice relates;

Companies Acts as defined in section 2 of the Companies Act 2006;

In Writing written, printed or lithographed or partly one and partly
another, and other ways of showing and reproducing
words in a visible form including by e-mail or fax (to the
extent legally permissible);

Memorandum the Memorandum of Association of the Charity;

Month Calendar month;

RNIB The Royal National Institute of Blind People, a
corporation established by Royal Charter (company number
RC000500) and a registered charity (charity number
226227);

RNIB Appointee a Trustee appointed by RNIB in accordance with Article
11;

Seal the common seal of the Charity;

Secretary the company secretary of the Charity (if any);

Separation, Separation Notice, Separation Confirmation
Notice and Separation Rights have the meaning given to them in Article 53;

Signed shall include faxes of signatures and other forms of
authentication that are permitted by law;

Taxable carrying on any trade to raise funds and not to carry out
Trading the objects of the Charity the profits of which are subject to tax; and

Trustees the directors of the Charity for the purpose of the Companies Acts and the trustees of the Charity for the purpose of the Charities Acts and “Trustee” shall be interpreted accordingly.

1.1 Words importing the singular number only shall include the plural number, and vice versa.

1.2 Words importing the masculine gender only shall include the feminine gender.

1.3 Words importing persons shall include corporations. Subject as aforesaid, any words or expressions defined in the Companies Acts or any statutory modification thereof in force at the date on which these Articles become binding on the Charity shall, if not consistent with the subject or context, bear the same meanings in these Articles.

OBJECTS

2 The Charity is established for the purposes expressed in the Memorandum of Association.

MEMBERSHIP

3 There shall be two classes of Member, namely corporate members and Trustees:

3.1 RNIB shall be the sole corporate member and no other corporate members shall be admitted to membership of the Charity. RNIB shall have all the rights attaching to membership of the Charity under the Companies Acts and shall be entitled to cast one vote on any resolution of members except where in the circumstances set out in Article 4 such rights are reserved to the Trustees; and

3.2 the Trustees, shall be entitled to cast one vote each on any resolution of the members in the circumstances set out in Article 4 but shall otherwise not have the right to vote on any resolution of the members.
4 The Trustees shall in the following circumstances be entitled to cast their votes:

4.1 at any time on any resolution proposed to appoint or remove more than half of the Trustees appointed at the time the resolution is proposed (or on separate resolutions proposed to remove one or more Trustees which, taken with other resolutions passed within the preceding 12 months would have the effect of appointing or removing more than half of the Trustees appointed from time to time);

4.2 at any time:

4.2.1 on any proposal by RNIB to wind up or dissolve the Charity; or

4.2.2 in order to requisition a general meeting; or

4.2.3 on a resolution to change the Charity’s name; or

4.2.4 to reduce the number of directors set out in article 9;

4.3 at any time on any resolution proposed to amend:

4.3.1 clause 10 of the Memorandum;

4.3.2 the objects of the Charity; or

4.3.3 the Articles, or any rules adopted pursuant to them, where such amendments would vary or abrogate the Trustees’ class rights;

4.4 when a Separation Notice or Separation Confirmation Notice has been served by either the Charity or RNIB and remains in force and is not rescinded, on any resolution proposed for the appointment or removal of any Trustee; and

4.5 following Separation, on any resolution.

5 The Charity shall keep a register of members showing their details and the dates on which they became or ceased to be members.

6 A member of the Charity stops being a member if:-

6.1 being a corporate member, it ceases to exist for any reason or if Separation is effected; or

6.2 being a Trustee, the individual ceases to be a Trustee for any of the reasons set out in article 20.
GENERAL MEETINGS

7 Unless a general meeting is called to permit the exercise of the Trustees' class rights and subject to the provisions of the Companies Acts, the Charity shall dispense with the holding of general meetings and resolutions of the Charity shall be passed by way of written resolution Signed on behalf of RNIB, which resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.

8 If in accordance with the Companies Acts or article 7 a general meeting is required to be held then the meeting shall be called and held in accordance with the Companies Acts and the relevant provisions of the model regulations for a company limited by guarantee in force on the date that the general meeting is called.

TRUSTEES

9 Unless and until varied by ordinary resolution of the Charity in a general meeting the number of Trustees shall be not less than seven and not more than twenty.

10 The Trustees shall designate one of their meetings in each year to be the Board Appointment Meeting.

11 RNIB shall by service of notice in writing upon the Charity be entitled to appoint up to two individuals as Trustees provided that such individuals are not employees of RNIB or any associated company and provided further that such appointments are approved by resolution of the Trustees, such approval not to be unreasonably withheld or delayed. RNIB shall likewise be entitled to remove or replace such appointees.

12 All other Trustees shall be appointed or reappointed by resolution of the Trustees subject in each case to the written approval of RNIB, which shall not be unreasonably withheld or delayed.

13 At each Board Appointment Meeting, one-third of the Trustees (excluding the RNIB Appointees and other Trustees not appointed at Board Appointment Meetings), or if their number is not a multiple of three the number nearest to one-third shall resign from office and Trustees shall (subject to Article 12) be appointed or reappointed as the case may be to their place by the remaining Trustees. Trustees resigning in accordance with this provision shall subject as
hereinafter provided be eligible for re-appointment if they so consent. Trustees shall be entitled to nominate new Trustees. If no nominations for a particular vacancy are received, nominations made for that vacancy at the Board Appointment Meeting shall be valid provided the nominee has agreed in writing to accept office.

14 The Trustees to retire at each Board Appointment Meeting shall be those who are subject to retirement and who have been longest in office since their last appointment or re-appointment. As between Trustees of equal seniority the Trustees to retire shall in the absence of agreement be selected from among them by lot. Any Trustee appointed by the Board at a meeting other than a Board Appointment Meeting shall hold office only until the next following Board Appointment Meeting when he shall resign and shall then be eligible for reappointment but shall not be taken into account in determining the Trustees who are to retire by rotation at such meeting.

15 The Trustees in office on the date of adoption of these Articles shall all be deemed to have been appointed at Board Appointment Meetings.

16 Subject to Articles 9 and 12, the Board can appoint anyone to fill a vacancy in the membership of the Board or as an additional Trustee. They will hold office until the next Board Appointment Meeting when they may be appointed by the Board unless they cease to be a Trustee prior to that by virtue of these Articles.

17 Subject to Article 12, the Board may also co-opt or re-co-opt additional persons onto the Board at any time up to the maximum number of Trustees set out in these Articles who shall hold office until the next Board Appointment Meeting unless they cease to be a Trustee prior to that by virtue of these Articles.

18 The Charity shall at each Board Appointment Meeting fill up the vacated office of each retiring Trustee to the extent necessary to ensure that there is the minimum required number of Trustees by appointing a person thereto.

**DISQUALIFICATION OF BOARD MEMBERS**

19 No person may be appointed as a Trustee:

19.1 unless he has attained the age of 18 years;
19.2 if he has not been approved or appointed in writing by RNIB (unless such approval has been unreasonably withheld or delayed); or

19.3 if, being an RNIB Appointee, he has not been approved by the Trustees (unless such approval has been unreasonably withheld or delayed); or

19.4 in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 20.

20 The office of a Trustee shall be vacated if:

20.1 he ceases to be a Trustee by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a Trustee;

20.2 he is disqualified under the Charities Acts from acting as a Trustee;

20.3 he becomes bankrupt or makes any arrangement or composition with his creditors generally;

20.4 the Trustees reasonably believe he is suffering from mental disorder and incapable of acting and they resolve that he be removed from office;

20.5 he resigns by notice to the Charity (but only if at least three Trustees will remain in office when the notice of resignation is to take effect);

20.6 he fails to attend three consecutive meetings of the Board and the Trustees resolve that he be removed for this reason;

20.7 he is removed by written notice delivered to the Charity and to him by or on behalf of RNIB. Such notice may only be given by RNIB if:

20.7.1 the Trustee in question has taken an action or made a public statement in relation to RNIB, the Charity or their association which the trustees of RNIB reasonably believe:

(a) brings RNIB, the Charity or any company in the same group of companies into disrepute; or
(b) will have a detrimental effect on the efficient and effective working of the association between RNIB and the Charity; and

(c) the Trustees have, following a request from RNIB, failed to remove the particular Trustee; or

20.8 he is removed by resolution of the Trustees provided that he has first been given notice of the reasons justifying his removal and an opportunity to address the Board. This power shall not apply in respect of an RNIB Appointee unless:

20.8.1 he has taken an action or made a public statement in relation to the Charity or its association with RNIB which the Trustees reasonably believe:

(a) brings the Charity into disrepute;

(b) will have a detrimental effect on the efficient and effective working of the association between RNIB and the Charity; and

20.8.2 RNIB, having received a request from the Trustees to remove the RNIB Appointee, has failed to do so.

POWERS OF THE BOARD

21 The business of the Charity shall be managed by the Board who may:

21.1 pay all the expenses of and incidental to the promotion of the Charity as they think fit; and

21.2 exercise all the powers of the Charity; and

21.3 do on behalf of the Charity all such acts as may be exercised and done by the Charity as are not by the Companies Acts or by these Articles or the Memorandum or any regulations made in accordance with these Articles required to be exercised or done by the Charity in general meeting.

22 The Board may act notwithstanding any vacancy in their body but if the Trustees shall at any time be reduced in number to less than the number prescribed by or in accordance with these Articles, it shall be lawful for them to act as Trustees for the purpose of filling up
vacancies in their body, or of summoning a general meeting, but not for any other purpose.

PROCEEDINGS OF THE BOARD

23 The Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least one such meeting shall be held in each year. Meetings may be held in person, by telephone, or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.

24 Save as provided in article 53, voting on any issue shall be by majority and decisions taken by vote shall be determined by a majority of those voting. Each Trustee shall be entitled to one vote. In the case of an equality of votes the Chairman shall have a casting vote.

25 A Trustee and the Secretary at the request of a Trustee shall, at any time, summon a meeting of the Board by notice served upon the Trustees.

26 A Board meeting shall be called by at least seven Clear Days’ notice unless either:-

26.1 all the Trustees agree to shorter notice; or

26.2 urgent circumstances require shorter notice.

27 Notice of Board meetings shall be given to each Trustee and to RNIB and shall specify the place, day and time of the meeting and the general particulars of all business to be considered at such meeting.

28 The Trustees may appoint one of their number to be the Chairman of the Board and one of their number to be Vice-Chairman of the Board and may at any time remove either of them from those offices. The Chairman shall generally preside as chairman at meetings of the Board at which he shall be present, but if at any meeting the Chairman is not present within five minutes after the time appointed for holding the meeting or is not willing to preside the Vice-Chairman shall preside. If within the same time the Vice-Chairman is not present or is not willing to preside the Trustees present shall choose one of their number to be chairman of the meeting.
29 A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Charity for the time being vested in the Trustees generally. The quorum for meetings of the Trustees shall be five or one-third of the total Trustees for the time being whichever is the greater.

30 The Board may delegate any of its powers and duties to an individual Trustee or any sub-committee consisting of such of their number and such other persons as they think fit provided always that the number of Trustees on any such sub-committee shall always exceed the number of non-Trustees and provided further that a quorum shall not be deemed to be present at any sub-committee meeting unless the number exceeds the number of non-Trustees.

31 Any sub-committee or individual shall, in the exercise of the powers delegated, conform to any regulations imposed on it or him by the Board. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. All acts and proceedings of such sub-committees shall be reported in due course to the Board.

32 All acts bona fide done by any meeting of the Board or of any sub-committee, or by any person acting as a Trustee, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was not disqualified.

33 The Trustees shall cause proper minutes to be made of all appointments of the Trustees and of the proceedings of all meetings of the Charity and of the Board and of the sub-committees, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

34 A resolution In Writing Signed by a majority of the Trustees for the time being or by a majority of the members for the time being of any sub-committee who are entitled to receive notice of a meeting of the Board or of such subcommittee shall be as valid and effectual as if it
had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.

HONORARY OFFICERS

35 The Board may (but need not) from time to time appoint a Patron or President and one or more Vice-Presidents who shall not be members of the Charity to hold office for such period and on such terms as the Board may from time to time prescribe.

36 The Trustees shall appoint from amongst their number a Treasurer who shall hold office for such period and on such terms as the Board shall from time to time prescribe.

THE CHIEF EXECUTIVE

37 The Chief Executive shall be appointed by the Board for such terms, at such remuneration and upon such conditions as they may think fit and any Chief Executive so appointed may be removed by the Board. The Chief Executive shall not be appointed without the written approval of RNIB, which shall not be unreasonably withheld or delayed.

CONFLICTS OF INTEREST

38 Where the duty of a Trustee under section 175(1) of Companies Act 2006 to avoid a conflict of interest would otherwise be infringed in relation to a particular transaction or arrangement, the duty is not infringed if:

38.1 the matter in relation to which that duty exists has been proposed to the Trustees at a meeting of the Board and has been authorised by them;

38.2 any requirement as to the quorum of such meeting is met without counting the Trustee in question, or any other interested Trustee; and

38.3 the matter was agreed to without any such Trustee voting, or would have been agreed to if the vote of any such Trustee had not been counted.

39 The Trustees shall also observe the rules in the Companies Acts, and such other rules as the Board adopts, as to the management of conflicts of duty or interest and to the extent required by law every
Trustee shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict that he has.

40 The Board shall keep a register of Trustees' interests.

SEAL

41 The Seal shall only be used by the authority of the Board or of a committee of Trustees authorised by the Trustees. The Board may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed as permitted by the Companies Acts.

ACCOUNTS

42 To the extent required by law, the Board must, for each accounting reference period, deliver to the members of the Charity each year such reports, statements or accounts as are from time to time required by law, and must comply with all other legal requirements from time to time as to the circulation of such reports, statements or accounts to the members.

43 The Board must file with the Registrar of Companies, the Charity Commission and the Office of the Scottish Charity Regulator and such other regulators as may be necessary from time to time, all annual returns and other documents that are required to be filed.

44 The Charity must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Charity's income or assets from time to time makes this a legal requirement.

COMMUNICATIONS BY AND TO THE CHARITY

45 Subject to the provisions of the Companies Acts and these Articles:

45.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form or in electronic form;

45.2 any document or information (including any notice) sent to a member under the Articles may be sent to the member's postal address as shown in the Charity's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member.
46 Any document to be served on the Charity, or on any officer of the Charity, under the Articles may only be served:

46.1 in the case of documents in hard copy form, by sending or delivering them to the Charity’s registered office or delivering them personally to the officer in question; or

46.2 in the case of documents in electronic form, by sending them by electronic means, to an address notified to the members for that purpose.

47 Where a document or information is sent or supplied under the Articles:

47.1 If the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted; or

47.2 If the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.

48 Where any document or information has been sent or supplied by the Charity by electronic means and the Charity receives notice that the message is undeliverable the Charity will send a hard copy of the document or information to the member’s postal address as shown in the Charity’s register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.

49 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

50 A person present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

**INDEMNITY OF TRUSTEES**

51 To the extent permitted by law from time to time, but without prejudice to any indemnity to which a Trustee may otherwise be
entitled, the Charity may indemnify every Trustee out of the assets of the Charity against all costs and liabilities incurred by him which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee save that no Trustee may be entitled to be indemnified:

51.1 for any liability incurred by him to the Charity or any associated company of the Charity (as defined by the Companies Acts for these purposes);

51.2 for any fine imposed in criminal proceedings;

51.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;

51.4 for any liability which he has incurred in defending any criminal proceedings in which he is convicted and such conviction has become final;

51.5 for any liability which he has incurred in defending any civil proceedings brought by the Charity or an associated company in which a final judgment has been given against him; and

51.6 for any liability which he has incurred in connection with any application under the Companies Acts in which the court refuses to grant him relief and such refusal has become final.

52 To the extent permitted by law from time to time, the Charity may provide funds to every Trustee to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee, provided that he will be obliged to repay such amounts no later than:

52.1 in the event he is convicted in proceedings, the date when the conviction becomes final;

52.2 in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or

52.3 in the event of the court refusing to grant him relief on any application under the Companies Acts, the date when refusal becomes final.
SEPARATION RIGHTS

53 For the purposes of this article 53 the following definitions shall apply:

"Association" that arrangement between the Charity and RNIB provided in these Articles whereby RNIB is a member of the Charity having rights, amongst other things, to nominate Trustees;

"Separation" that state of affairs between the parties in which the conditions set out in article 53 have been fulfilled;

"Separation Confirmation Notice" a notice served by one party on the other pursuant to this article 53;

"Separation End Date" the 10th anniversary of the date of adoption of these articles;

"Separation Notice" a notice served by one party on the other pursuant to article 53 in the form substantially as provided in article 53.4;

"Separation Rights" the rights of the Trustees (acting together as one party) and RNIB set out in this article 53;

"Working Day" a day when banks in the City of London are open for business.

53.1 At any time before the Separation End Date:

53.1.1 if one or more material issues of dispute exist between the Trustees on the one part and RNIB on the other (each a "party" for the purposes of this article 53), which have not been resolved amicably between representatives of the parties within 14 Working Days of the commencement of negotiations between the parties to reach that amicable resolution, then:

(a) the Trustees (acting as one party) or the trustees of RNIB may meet and pass a resolution by a majority comprising two-thirds of those present and eligible to vote at a meeting at which (in the case of the Charity) at least half of the Trustees are present confirming that,
in their reasonable opinion, the Association is no longer in the interests of blind and partially sighted people and shall specify the reason for such opinion; and

(b) the parties may each exercise those rights set out in this article 53; and

53.1.2 as soon as reasonably practical after the passing of such resolution and in any event within 10 Working Days of the resolution the party seeking to exercise the Separation Right shall notify the other party in the form substantially as set out in article 53.3, specifying that the resolution and notice are made pursuant to this article 53 ("Separation Notice").

53.2 A Separation Notice served on the other party and any board meeting of a party called or proposed to be called at which a resolution is to be put to serve such a notice, shall be kept strictly confidential and shall not be disclosed to any person, including any of its employees or contractors, except in so far as it is reasonably necessary to disclose that information to any employee. The parties shall procure that any person to whom they disclose the existence of the Separation Notice or the proposal or resolution to serve the same shall keep that information strictly confidential and shall not disclose it to any other person. So as to preserve such confidentiality any notice of meeting or any Separation Notice shall be delivered confidentially by the Chair or Chief Executive of the party serving it to the Chair or Chief Executive of the other.

53.3 A Separation Notice shall be addressed to the addressee as provided in article 53.3, at its registered address and shall be substantially in the following form:

"[date]

Dear Sirs

RNIB/Action for Blind People – Separation Notice

1. We confirm that we have validly convened a meeting of our trustee board, all of whom were previously notified that it was to be proposed that a Separation Notice be served on you pursuant to article 53 of the articles of association of the Charity."
2. We confirm that the resolution was in substantially the following form and was validly passed at that board meeting by a majority of not less than two thirds of those trustees present and eligible to vote.

"THAT:

(a) it is the reasonable opinion of the trustees that it is no longer in the interests of blind and partially sighted people generally in the United Kingdom that the legal relationship in existence between Action for Blind People and the Royal National Institute of Blind People as set out in the current Articles of Association of Action for Blind People should continue; and

(b) that a Separation Notice (as defined in the Articles of Association) now be served on [name of other party]."

3. The reasons for which the above resolution was proposed and passed are as follows:

[set out reasons].

Yours faithfully,

...........................................

Chair of the Trustee Board of [name of party]

For and on behalf of [name of party]."

53.4 Upon valid service of a Separation Notice and subject to article 54, the parties shall comply with the following procedure:

53.4.1 The parties shall forthwith procure that the parties’ current Chief Executives (or, if a party does not have a Chief Executive, such individual holding a position within the relevant party which is reasonably equivalent to that of a Chief Executive) meet as soon as reasonably practicable and, in any event, no later than 10 working days following receipt of that notice, to communicate and clarify the issues which led to the serving party resolving to serve the Separation Notice and to negotiate in good faith to seek an agreed resolution of the issues identified.
53.4.2 If the parties do not agree a resolution as referred to above within 20 Working Days of service of the Separation Notice, the chairs of the parties shall meet within 10 Working Days after that date, to seek an agreed resolution of the matters at issue.

53.4.3 If the chairs of the parties do not then agree a resolution of the matters at issue within 40 Working Days of service of the Separation Notice, each party shall nominate three members of its trustee board to constitute a committee. The parties shall procure that the committees so nominated then forthwith meet to seek an agreed resolution to those matters.

53.4.4 If the parties have not agreed a resolution of the matters at issue on the date three months from and excluding the date on which the Separation Notice was served, either party may then at any time thereafter (but subject to article 53.6) serve a subsequent notice stating that the party serving it wishes to proceed to Separation (a “Separation Confirmation Notice”).

53.5 Upon valid service of a Separation Confirmation Notice, each party shall use its best endeavours to procure that Separation then occurs as soon as reasonably practicable thereafter; and in any event, no later than the last day of the ninth month following but not including the month in which the Separation Confirmation Notice was served.

53.6 If a Separation Confirmation Notice is not served before 5pm on the last day of the fourth month following and excluding the month in which a Separation Notice is served, then the Separation Notice shall lapse and be deemed rescinded.

53.7 For the purpose of these Articles, “Separation” shall have occurred when the following conditions have been fulfilled. The conditions for Separation to have occurred are that:

53.7.1 RNIB shall do all such reasonable things that may be required of it as a member of Action to enable Action to validly adopt new Articles of Association in which RNIB is no longer a member of Action; and

53.7.2 RNIB shall resign in writing as a member of Action.

54 If either party serves a Separation Notice on the other party at any time from and including the Commencement Date and to and
including its second anniversary (the "Initial Period"), the procedure set out in article 53 shall be varied as provided in this article 54:

54.1 Upon service of the Separation Notice, the parties shall each calculate the number of days from but not including the date of service of the Separation Notice and to and including the second anniversary of the date of this Agreement ("Available Days") and notify the other of that number. The parties shall then forthwith each communicate to the other the number which they have calculated as constituting the number of Available Days and mutually agree the accuracy of that calculation.

54.2 If a Separation Notice is served during the Initial Period:

54.2.1 the period of 10 Working Days stated in clause 9.4.1 shall be the shorter of:

(a) 10 Working Days; or

(b) the day following the date on which 20% of the days (rounding up to the nearest whole day) preceding (and not including) the Initial Period Confirmation Date have elapsed; and

54.2.2 the period of 20 Working Days stated in clause 9.4.2 shall be the shorter of:

(a) 20 Working Days; or

(b) the day following the date on which 50% of the days (rounding up to the nearest whole day) preceding (and not including) the Initial Period Confirmation Date have elapsed; and

54.2.3 the period of 40 Working Days stated in clause 9.4.3 shall be the shorter of:

(a) 40 Working Days; or

(b) the day following the date on which 75% of the days (rounding up to the nearest whole day) preceding (and not including) the Initial Period Confirmation Date have elapsed; and
54.2.4 neither party shall serve a Separation Confirmation Notice on any date earlier than the later of:

(a) the date following the date on which 25% of the Available Days (rounded up to the nearest whole day) have expired ("the Initial Period Confirmation Date"); or

(b) 5pm on the last day of the third month following and not including the date on which the Separation Notice was served; and

54.2.5 the parties shall procure that Separation does not occur until the later of:

(a) the date following the date on which of 75% of the Available Days (rounded up to the nearest whole day) have expired; or

(b) 5pm on the last day of the ninth month following and not including the date on which the Separation Notice was served.

REGULATIONS

55 The Board may make such regulations by laws or standing orders as it thinks fit. Any regulations made by the Board shall not be inconsistent with the Articles or the Memorandum and no regulation made by the Charity in general meeting shall invalidate any prior act of the Trustees which would have been valid if such regulation had not been made.

DISSOLUTION

56 Clause 9 of the Memorandum of Association relating to the winding up and dissolution of the Charity shall have effect as if the provisions thereof were repeated in these Articles.
STANDING ORDERS

1. These regulations are the regulations of the Association, determined by the Board under Article 55 of the Articles of Association.

MEMBERSHIP

2. Whilst Article 9 of the Articles of Association gives a fixed maximum and minimum number of Trustees, a guideline for operational reasons would be between 12 and 16.

PROCEEDINGS OF THE BOARD

3. No Trustee shall serve as Chairman, Vice Chairman or Honorary Treasurer for more than a total period of five years in each office other than by specific resolution of the Trustees.

4. The Chief Executive; Directors and Secretary of the Charity shall be entitled to attend all meetings of the Board unless on any occasion they or any of them is asked by the chairman of that meeting not to attend. The Board may also from time to time invite representatives of the staff to attend certain specified meetings of the Board. The Chief Executive; Directors; Secretary and staff representatives shall not be entitled to vote at any meeting they attend.