RESOLUTION OF DOGS TRUST TRUSTEE LIMITED

Company Number 08996564

To make amendments to the Dogs Trust Trustee Limited Articles of Association

Issued: 12th September 2019

At a meeting of the Dogs Trust Trustee Limited Council meeting held 12 September 2019, Council Members of Dogs Trust Trustee Limited, as Sole Trustee of Dogs Trust, convened and the following resolution was duly passed:

IT WAS RESOLVED THAT with effect from the conclusion of the meeting, the draft Articles produced to the meeting, be adopted as the new Articles of Association of the Company, in substitution for, and to the exclusion of, the Company’s existing Articles of Association.

IT WAS FURTHER RESOLVED to authorise the Company Secretary to take such action as may be necessary in relation to these changes, including, but not limited to the notification of Companies House.

Signed by: [Signature]

Graeme Robertson, Chairman, on behalf of the Council

Dated: 12 September 2019
THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF

DOGS TRUST TRUSTEE LIMITED
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PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

DOGS TRUST TRUSTEE LIMITED (the "Company")

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act means the Companies Act 2006;

Articles means the Company's articles of association for the time being in force;

bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Business Day 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;

Chairman means the Chairman for the time being of Dogs Trust;

Chairman of the Canine Welfare Grants Committee means the person who for the time being is both a member of and chairman of the Canine Welfare Grants Committee;

Charity trustee has the meaning prescribed by s 177 of the Charities Act 2011;

Companies Acts means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

Company Member and Company Membership refer to membership of the Company;

Completing three consecutive terms of office has the meaning given in Article 24.3
Conflict means a situation in which a Council member has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

connected has the meaning ascribed to it by section 1122 of the Corporation Tax Act 2010;

Co-Opted Council member means a Council member who has been co-opted by the Council;

Council means the Board of Council of the Company;

Council meeting means a meeting of the Council;

Council member means a director of the Company, and includes any person occupying the position of director, by whatever name called;

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

Dogs Trust means the unincorporated association known as Dogs Trust registered as a charity with the Charity Commission of England and Wales with registered number 227523 and in Scotland with registered number SCO37843;

Elected Council member means a member of Dogs Trust elected as a Council member by the members of Dogs Trust;

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

Eligible Council member: means a Council member who would be entitled to vote on the matter at a Council meeting (but excluding, in relation to the authorisation of a Conflict pursuant to Article 35, any Council member whose vote is not to be counted in respect of the particular matter);

Honorary Treasurer means the Honorary Treasurer for the time being of Dogs Trust;

ordinary resolution has the meaning given in section 282 of the Companies Act 2006;

participate, in relation to a Council meeting, has the meaning given in Article 30;

Present means, in relation to a general meeting, present in person, by proxy or by virtue of being able to vote in the meeting pursuant to the provisions of Article 10 or, subject to the provisions of Article 35.1(b), in relation to a Council meeting, present by virtue of being able to participate in the meeting pursuant to the provisions of Article 30.
President means the President for the time being of Dogs Trust;

proxy notice has the meaning given in articles 18 and 19;

Rules has the meaning given in article 42;

special resolution has the meaning given in section 283 of the Companies Act 2006;

Vice Chairman means the Vice Chairman for the time being of Dogs Trust;

Vice President means a Vice President for the time being of Dogs Trust;

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

1.2 Save as otherwise specifically provided in these Articles, words and expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the company.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

(a) any subordinate legislation from time to time made under it; and

(b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 Unless the context otherwise requires, words indicating the singular shall be read as including the plural and vice versa.

2. OBJECTS

The objects for which the Company is established are to hold office and act as the trustee of Dogs Trust in accordance with the constitution of Dogs Trust as amended from time to time (Constitution); to promote or assist in promoting the objects of
Dogs Trust in any manner, either alone or with others; to exercise all powers exercisable by the trustee of Dogs Trust under its Constitution in the administration and management of Dogs Trust; and to undertake, do and perform all things that the Council shall consider necessary, desirable or appropriate in connection with the performance of such office.

3. **POWERS**

In pursuance of the objects set out in article 2, the Company has the power to:

(a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;

(b) borrow and raise money in such manner as the Council shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;

(c) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;

(d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;

(e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;

(f) undertake and perform the office and duties of trustee, custodian, executor, administrator, attorney or nominee of or for any person, corporation, association, scheme, unit trust, pension or other trust fund, government, state, local authority or other body;

(g) support, undertake and administer any charitable or other trust associated with Dogs Trust;

(h) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such
way or by such means as may, in the opinion of the Council, affect or advance the principal object in any way;

(i) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;

(j) enter into contracts to provide services to or on behalf of other bodies;

(k) provide and assist in the provision of money, materials or other help;

(l) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;

(m) incorporate subsidiary companies to carry on any trade; and

(n) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in article 2.

4. NOT FOR DISTRIBUTION

4.1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in article 2.

4.2 No dividends or bonus may be paid or capital otherwise returned to the Company Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:

(a) reasonable and proper remuneration to any officer or servant of the Company not being a Council member for any services rendered to the Company;

(b) any interest on money lent by any Company Member (being a Council member) at a reasonable and proper rate;

(c) reasonable and proper rent for premises demised or let by any Company Member (being a Council member); or

(d) reasonable out-of-pocket expenses properly incurred by any Council member.

5. WINDING UP

On the winding-up or dissolution of the Company, any asset or property that remains available to be distributed or paid to the Company Members shall not be paid or distributed to such Members but shall be transferred to Dogs Trust.
6. **GUARANTEE**

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

(a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,

(b) payment of the costs, charges and expenses of the winding up, and

(c) adjustment of the rights of the contributories among themselves.

7. **TERMS OF REFERENCE**

7.1 The Company shall act as the charity trustee of Dogs Trust in the management of the affairs of Dogs Trust including but not limited to financial matters and the appointment and dismissal of all employees of Dogs Trust and shall at all times have regard to the status of Dogs Trust as a charity.

7.2 Subject to these Articles, the Council is responsible for the management of the Company's business, for which purpose it may exercise all the powers of the Company.

8. **MEMBERSHIP**

8.1 The subscribers to the memorandum of association shall be the first Company Members and Council members under these Articles. Subject as aforesaid, the following provisions shall apply.

8.2 The Company Members shall consist of such persons who are admitted to membership in accordance with these Articles.

8.3 No person shall become a Company Member unless they are a member of Dogs Trust and have completed an application for Company Membership in a form approved by the Council from time to time.

8.4 No person shall become a Company Member unless they are first or simultaneously appointed as a Council member pursuant to Articles 22 and 23.

8.5 A letter shall be sent to each successful applicant confirming their Company Membership and the details of each successful applicant shall be entered into the Register of Company Members by the Company Secretary.

8.6 The Council may decline to accept any application for membership but shall, within a reasonable time, give the unsuccessful applicant notice of their reasons in respect of the same.
9. **NO TRANSFER OF MEMBERSHIP**

Company Membership shall be personal to each Company Member, shall not be transferable and shall cease automatically upon the Company Member's death or bankruptcy or if for any reason they cease to be a Council member.

**ORGANISATION OF GENERAL MEETINGS**

10. **ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

10.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

10.2 A person is able to exercise the right to vote at a general meeting when—

(a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

(b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

10.3 The Council may make whatever arrangements it may consider appropriate (including the provision of facilities for telephone- or video-conferencing) to enable those attending a general meeting to exercise their rights to speak or vote at it.

10.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

10.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that, they are able to communicate with each other.

11. **QUORUM FOR GENERAL MEETINGS**

11.1 The quorum for transaction of business at a general meeting is five Company Members.

11.2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting unless a quorum is Present.

12. **CHABING GENERAL MEETINGS**

12.1 The Chairman shall chair general meetings. If the Chairman is unable to chair a general meeting that meeting will be chaired by the Vice Chairman and if the Vice
Chairman is unable to preside such person as those Company Members Present may appoint shall chair that general meeting.

12.2 A person acting as proxy for another shall not be eligible in that capacity to act as chairman of a general meeting.

13. ATTENDANCE AND SPEAKING BY NON-MEMBERS

13.1 The chairman of the meeting may permit other persons who are not Company Members to attend and speak at a general meeting.

14. ADJOURNMENT

14.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be Present, the chairman of the meeting must adjourn it.

14.2 The chairman of the meeting may adjourn a general meeting at which a quorum is Present if—

(a) the meeting consents to an adjournment, or

(b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

14.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

14.4 When adjourning a general meeting, the chairman of the meeting must:

(a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Council, and

(b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

14.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

(a) to the same persons to whom notice of the Company's general meetings is required to be given, and

(b) containing the same information which such notice is required to contain.

14.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.
DECISION MAKING BY COMPANY MEMBERS

15. VOTES OF COMPANY MEMBERS

Subject to the Act at any general meeting every Company Member who is Present shall on a show of hands have one vote and every Company Member Present shall on a poll have one vote and the chairman of the meeting shall not have a second, or casting, vote.

16. ERRORS AND DISPUTES

16.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

16.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

17. POLL VOTES

17.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) Present and entitled to vote at the meeting.

17.2 A demand for a poll may with withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal.

17.3 A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

18. PROXIES

18.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:

(a) states the name and address of the Company Member appointing the proxy;

(b) identifies the person appointed to be that Company Member’s proxy and the general meeting in relation to which that person is appointed;

(c) is signed by or on behalf of the Company Member appointing the proxy, or is authenticated in such manner as the Council may determine; and

(d) is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate;
and a proxy notice which is not delivered in such manner shall be invalid unless the Council, in its discretion, accepts the notice at any time before the meeting.

18.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

18.3 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.

18.4 Unless a proxy notice indicates otherwise, it must be treated as:

(a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

(b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

19. DELIVERY OF PROXY NOTICES

19.1 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 Company by or on behalf of that person.

19.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

19.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

19.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

20. AMENDMENTS TO RESOLUTIONS AT GENERAL MEETINGS

20.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

(a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed at least 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

(b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
20.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

(a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

(b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

20.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman’s error does not invalidate the vote on that resolution.

21. THE PRESIDENT

The President shall be always be entitled to attend and speak at general meetings whether or not they are a member or a Council member.

22. COMPOSITION OF THE COUNCIL

22.1 The number of Council members shall be at least five and not more than twenty eight.

22.2 The Council members shall be the following:

(a) the Chairman and the Vice Chairman;

(b) up to six Vice Presidents;

(c) the Honorary Treasurer;

(d) the Chairman of the Canine Welfare Grants Committee;

(e) up to twelve Elected Council members;

(f) up to six Co-Opted Council members.

22.3 Employees of Dogs Trust and any person receiving remuneration from Dogs Trust and any person Connected with any such person shall not be eligible to serve on the Council.

23. CO-OPTED COUNCIL MEMBERS

Co-Opted Council members will be members of Dogs Trust nominated by the Council and appointed by a simple majority at any meeting of the Council. No more than six Co-Opted Council members shall hold office at any one time.
24. RETIREMENT OF COUNCIL MEMBERS

24.1 The Chairman and Vice Chairman shall each retire from office at the end of the third annual general meeting of Dogs Trust after their election but shall be eligible for re-election without re-nomination.

24.2 One third of the Elected Council members shall retire at the Annual General Meeting of Dogs Trust each year but subject to Article 24.3 shall be eligible for re-election without re-nomination.

24.3 Elected Council members shall not be eligible for re-election after completing three consecutive terms of office commencing from the date of the 2019 Annual General Meeting of Dogs Trust and for this purpose a reference to completing three consecutive terms of office means the period commencing on the date on which such Elected Council member is first elected (or first re-elected) as an Elected Council member on or after the date of the 2019 Annual General Meeting of Dogs Trust and expiring at the close of the third Annual General Meeting (or Special General Meeting as the case may be) of Dogs Trust at which such Elected Council member shall retire in accordance with this Article 24.

24.4 Those Elected Council members who have served longest since their last election shall be those due to retire.

24.5 Any Co-Opted Council member in office at the date of an annual general meeting of Dogs Trust shall retire at such meeting but shall be eligible to stand for election to fill any vacancy among the Elected Council members on the nomination of the Trustee.

24.6 No more than six weeks before the date on which Dogs Trust is due to send out notices convening its annual general meeting for the relevant year a meeting of the Council shall be held for the following purposes:

(a) in the event of equality of time served as an Elected Council member, the selection of those to retire who shall be decided by lot or as otherwise approved by the Council;

(b) the nomination of Co-Opted members who are due to retire at the relevant annual general meeting of Dogs Trust to stand for election at such meeting to fill any vacancies for Elected Council members which will arise following the retirements due to take effect at the end of such meeting.

24.7 The names of those due to retire and those retiring Co-Opted Council members who have been nominated to stand for re-election to fill any vacancies shall be recorded in the minutes of the relevant Council meeting.

24.8 All retiring Elected Council members seeking re-election and all retiring Co-Opted Council members seeking election as Elected Council members shall be expected to have contributed to the business of the Council.

24.9 Save where notice has been given of a Special General Meeting to take place after the close of the relevant annual general meeting of Dogs Trust, Council members
retiring in accordance with this Article 24 shall be deemed to have retired at the close of such annual general meeting.

24.10 Where notice has been given of a Special General Meeting to take place after the close of the relevant annual general meeting of Dogs Trust, Council members retiring in accordance with this Article 24 shall be deemed to have retired at the close of such Special General Meeting rather than at the end of the annual general meeting.

24.11 Council members elected at an annual general meeting of Dogs Trust shall be deemed to be Council members from the time immediately following the retirement of Council members retiring in accordance with this Article 24.

24.12 Co-opted Council members who have been elected to fill any vacancies shall be treated in the same way as the other Council members elected at an annual general meeting of Dogs Trust and will no longer be Co-Opted Council members.

25. DUTIES OF THE COUNCIL

In addition to the other duties of the Council set out in these Articles, and always provided that any relevant procedures set out in these Articles are followed, the Council shall also be responsible for:

(a) nominating candidates for the offices of Chairman and Vice Chairman of the Council to be appointed by Dogs Trust at its annual general meeting;

(b) appointing the President and up to six Vice Presidents and the Honorary Treasurer and the Chairman of the Canine Welfare Grants Committee;

(c) appointing bankers, auditors (subject to their appointment being confirmed at the AGM), solicitors, stockbrokers and Investment Managers to Dogs Trust;

(d) appointing honorary professional consultants to Dogs Trust;

(e) appointing committees of Council;

(f) save as otherwise provided in these Articles nominating the chairman and members of each committee and issuing terms of reference;

(g) inviting suitable persons to become Honorary members of Dogs Trust;

(h) inviting suitable persons to become patrons of Dogs Trust;

(i) delegating to committees such matters as necessary and receiving appropriate reports and/or recommendations;

(j) receiving an annual appraisal report relating to all of the rescue/re-homing centres; and
(k) receiving periodical reports from the financial Director relating to the financial affairs of Dogs Trust.

26. DELEGATION BY THE COUNCIL

26.1 Committees to which the Council delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Council members.

26.2 The Council shall be empowered to establish such committees as it considers necessary to carry out the Council's business as charity trustee of Dogs Trust. The Council shall nominate from its own number a chairman and an agreed number of members for each committee.

26.3 Save as otherwise provided in these Articles in the case of the Finance and General Purposes Committee and the Canine Welfare Grants Committee both the chairman and the members of each committee shall be nominated by Council for such term as Council may determine. The Council shall provide Terms of Reference for each committee established and shall state the number of members that shall constitute a quorum.

26.4 Subject as referred to below the Company Secretary shall be in attendance at all committee meetings.

26.5 The committee shall be empowered to require the attendance of any member of staff of Dogs Trust for any specific item on the Agenda.

26.6 All acts and proceedings of all committees shall be reported as soon as practicable to the Council.

26.7 In the absence of a quorum, no business shall be transacted and the meeting shall be deferred to a later date to be decided on by the chairman of the committee. The Company Secretary shall inform all members of the committee of the revised date of the meeting.

26.8 The committee shall determine the place, date and time of its meetings.

26.9 The Company Secretary shall be responsible for ensuring that minutes are kept of the proceedings at each committee meeting, which shall be signed by the chairman of the committee.

26.10 The Company Secretary shall not attend any meeting at which their terms and conditions of employment are discussed.

27. FINANCE AND GENERAL PURPOSES COMMITTEE

There shall be a Finance and General Purposes Committee consisting of the Honorary Treasurer as chairman of the committee and not less than five members
nominated by the Council from their own number. Three members shall constitute a quorum.

27A CANINE WELFARE GRANTS COMMITTEE

There shall be a Canine Welfare Grants Committee consisting of the Chairman of Canine Welfare Grants Committee as chairman of the committee and not less than five members nominated by Council from their own number. Three members shall constitute a quorum.

28. DECISION-MAKING BY COUNCIL MEMBERS

28.1 The general rule about decision-making by Council members is that any decision of the Council must be either a majority decision at a meeting or a unanimous decision taken in accordance with Article 28.2 below.

28.2 A unanimous decision of the Council is taken when all Eligible Council members indicate to each other by any reasonable means that they share a common view on a matter.

28.3 Such a decision may take the form of a resolution in writing, where each Eligible Council member has signed one or more copies of it, or to which each Eligible Council member has otherwise indicated agreement in writing.

28.4 A decision may not be taken in accordance with this article if the Eligible Council members would not have formed a quorum at such a meeting.

28.5 If the Company has fewer than five Council members for the time being the only decision open to the Council is the appointment of Co-opted Council members to bring the number of Council Members up to at least five and Article 31 (quorum) shall not apply for this purpose.

29. CALLING A COUNCIL MEETING

29.1 Any Council member may call a Council meeting by giving not less than three Business Days' notice of the meeting (or such shorter notice as the Council members may unanimously agree) to the Council members or by authorising the company secretary to give such notice.

29.2 Notice of a Council meeting shall be given to each Council member in writing and must indicate the proposed date and time of the meeting, where it is to take place and, if it is anticipated that Council members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

29.3 A Council member who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the Council meeting.
30. PARTICIPATION IN COUNCIL MEETINGS

30.1 Subject to the Articles, Council members participate in a Council meeting, or part of a Council meeting, when:

(a) the meeting has been called and takes place in accordance with the Articles, and

(b) they can all communicate with each other.

30.2 In determining whether Council members are participating in a Council meeting, it is irrelevant where any Council member is located or how they communicate with each other.

30.3 If all the Council members participating in a Council meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is located.

31. QUORUM FOR COUNCIL MEETINGS

31.1 The quorum for the transaction of business at a meeting of Council is any five Eligible Council members;

31.2 No decision may be made by a meeting of the Council unless a quorum is Present at the time that the decision is purported to be made.

32. CHAIRMAN

32.1 The Chairman shall chair Council meetings. If the Chairman is unable to chair a Council meeting it will be chaired by the Vice Chairman and if the Vice Chairman is unable to preside such person as those Council members Present may appoint shall chair that meeting.

32.2 If the numbers of votes for and against a proposal at a Council meeting are equal, the chairman of the meeting shall not have a second, or casting, vote.

33. HONORARY TREASURER

The Honorary Treasurer shall be appointed by the Council from among the members of Dogs Trust save as otherwise provided in these Articles and subject to the Constitution for an initial period of three years and then shall thereafter be eligible for re-appointment every three years. The duties of the Honorary Treasurer shall be to act as chairman of the Finance and General Purposes Committee and to advise the Council on the financial affairs of Dogs Trust and such other matters as the Council may decide.

33A CHAIRMAN CANINE WELFARE AND GRANTS COMMITTEE
The Chairman of the Canine Welfare Grants Committee shall be appointed by the Council from among the members of Dogs Trust save as otherwise provided in these Articles and subject to the Constitution for an initial period of three years and shall thereafter be eligible for re-appointment every three years. The duties of the Chairman of the Canine Welfare Grants Committee shall be to act as chairman of the Canine Welfare Grants Committee and to advise the Council on such other matters as the Council may decide.

34. DECLARATION OF INTERESTS

A Council member must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company and which has not previously been declared. A Council member must be absent from any discussions of the Council members in which it is possible that a conflict will arise between their duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

35. CONFLICTS OF INTERESTS AND CONFLICTS OF LOYALTIES

35.1 If a conflict of interests arises for a Council member because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted Council members may authorise such a conflict of interests where the following conditions apply:

(a) the conflicted Council member is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

(b) the conflicted Council member does not vote on any such matter and is not to be counted when considering whether a quorum is present at the meeting; and

(c) the unconflicted Council members consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.

35.2 In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Council member or to a connected person.

36. RECORDS OF DECISIONS

36.1 The Council must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the Council members.

36.2 Where decisions of the Council are taken by electronic means, such decisions shall be recorded by the Council in permanent form, so that they may subsequently be read with the naked eye.
36.3 Records of decisions of the Council shall be made available to members of Dogs Trust for inspection on reasonable notice.

37. NO ALTERNATES

A Council member may not appoint any person as an alternate to exercise their powers and responsibilities in relation to the taking of decisions by Council members.

38. VALIDITY OF ACTS

All bona fide acts done by any Council meeting or of any committee shall be valid, notwithstanding that it is discovered afterwards that there is some defect in the appointment of a Council member or a member of the committee concerned, or in their continuing to act as such member.

39. TERMINATION OF OFFICE OF A COUNCIL MEMBER

39.1 The Council may terminate the appointment of a Council member without their consent by giving them written notice if, in the reasonable opinion of a majority of the Council members-

(a) they are guilty of conduct which has or is likely to have a serious adverse effect on Dogs Trust or the Company or bring Dogs Trust or the Company or the Council or any or all of the Members into disrepute; or

(b) they have acted or threatened to act in a manner which is contrary to the interests of Dogs Trust or of the Company; or

(c) they have deliberately failed to observe the terms of these Articles and/or the Rules made under article 42:

Provided that in the case of (a), (b) or (c) above the notice to the Council member must give the Council member the opportunity to be heard in writing or in person as to why their membership should not be terminated. The Council must consider any representations made by the Council member and inform the Council member concerned of their decision following such consideration. There shall be no right to appeal from a decision of the Council to terminate the membership of a Council member.

39.2 A Council member will automatically cease to hold office in any of the following circumstances:

(a) the Council member if a charity trustee or trustee of a charity is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions); or

(b) the Council member is convicted is convicted on indictment of any criminal offence; or
(c) a bankruptcy order is made against the Council member or they make any arrangement or composition with their creditors; or

(d) a registered medical practitioner who is treating the Council member has given a written opinion to the Council stating that that Council member is physically or mentally incapable of acting as a company director and may remain so for more than three months; or

(e) by reason of the Council member’s mental health, a court has made an order which wholly or partly prevents that Council member from personally exercising any powers or rights which they would otherwise have; or

(f) the Council member ceases for whatever reason to be a Company Member or a member of Dogs Trust; or

(g) the Council member resigns in writing as a Council member and at least one Council member remains in office; or

(h) the Council member ceases to be a Council member by virtue of any provision of the Companies Act 2006 or is prohibited from being a company director by law;

(i) the Council member or any person connected with them is employed by Dogs Trust or the Company in return for remuneration; or

(j) a resolution for a Council member’s removal from the Council is passed by a simple majority at the Annual General Meeting or any other General Meeting of the Company

39.3 Following termination of office for any reason, the Council member concerned shall, if still listed as a Company Member, be removed from the Register of Company Members by the Company Secretary.

40. COMPANY SECRETARY

The Council shall appoint a person who is suitable and willing to act (including but not limited to a person who is or has been an employee of Dogs Trust) as the Company Secretary for such term, at such reasonable remuneration and upon such conditions as they may think fit.

ADMINISTRATIVE ARRANGEMENTS

41. COMMUNICATIONS

41.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
41.2 Subject to the Articles, any notice or document to be sent or supplied to a Council member in connection with the taking of decisions by the Council may otherwise be sent or supplied by any alternative means which that Council member has for the time being requested.

41.3 A Council member may agree with the Company that notices or documents sent to them in a particular way are to be deemed to have been received within a specified time of their being sent, and that the specified time shall be less than 48 hours.

41.4 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

(a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

(b) if properly addressed and delivered by hand, on the date when it was given or left at the appropriate address;

(c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

(d) if sent or supplied by means of a website, when the material is first made available on the website or when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website if later.

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

41.6 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

42. RULES

The Council may establish Rules governing matters relating to the administration of the Company that are required from time to time for the effective operation of the Company. If there is a conflict between the terms of these Articles and any Rules established under this Article, the terms of these Articles shall prevail.

43. INDEMNITY AND INSURANCE

43.1 Subject to article 43.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled, the Company and every Council member shall be indemnified by the Company for all acts done in good faith by the Company as
trustee of Dogs Trust or by a Council member in the course of their duties to the Company. No Council member or Member shall be under any personal liability in respect of any defalcation or breach of trust by any other Company Member or by any member, employee or agent of Dogs Trust except in the case of express complicity or wilful default on his own part.

43.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

43.3 All acts on behalf of the Company carried out in good faith by any Council member or officer of the Company or on behalf of the Company in its capacity as trustee of Dogs Trust shall be valid notwithstanding that it be afterwards discovered that there was some defect in their appointment or continuance in office or the appointment or continuance in office of the Company as trustee of Dogs Trust.

43.4 The Company shall insure the Council Members against the cost 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 which is or is alleged to be a breach of trust or a breach of duty (unless the Council member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty).

43.5 The Council may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

43.6 In this article:

(a) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

(b) a "relevant officer" means any Council member or other officer or former Council member or other officer of the Company, but excluding in each case any person engaged by the Company as auditor to the extent they act in the capacity of auditor).