

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 2006

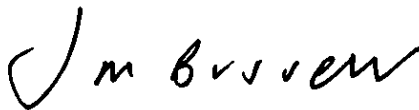
LIBRARIES UNLIMITED SOUTH WEST (the "Company")
COMPANY NUMBER: 09822597

SPECIAL RESOLUTION
Dated 13 January 2016

The Members of the above Company passed the following special resolution as a written resolution which shall be as valid and effective as if it has been passed at a general meeting of the Company duly convened and held

"That

- (i) The Memorandum and Articles of Association of the Company be replaced with the updated Memorandum and Articles of Association attached to this Resolution and that
- (ii) This Resolution and the updated Articles of Association be filed at Companies House "



Signed by Member

JOANNA BUSSSELL

Print Name of Member



COMPANY LIMITED BY GUARANTEE

THE COMPANIES ACT 2006

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

LIBRARIES UNLIMITED SOUTH WEST

Company No 9822597

Incorporated: 13 October 2015

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ARTICLES OF ASSOCIATION
LIBRARIES UNLIMITED SOUTH WEST

1. INTERPRETATION

1.1 In the Articles

“Address”	means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity,
“the Articles”	means the Charity’s Articles of association,
“the Charity”	means the company intended to be regulated by the Articles,
“Chief Executive Ex Officio Trustee”	means the Chief Executive from time to time appointed as a Trustee of the Charity, pursuant to Article 27,
“Clear Days”	in relation to the period of a notice means a period excluding (a) the day when the notice is given or deemed to be given, and (b) the day for which it is given or on which it is to take effect,
“the Commission”	means the Charity Commission for England and Wales,
“Community Membership Group”	means the community membership group which a Friends’ Group shall be entitled to join,
“Community Trustee”	means a Trustee who is a member of one of the Friends’ Groups,
“Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Charity,
“the Trustees”	means the Trustees of the Charity The Trustees are charity trustees, as defined by Section 177 of the Charities Act 2011 and which shall, for the avoidance of doubt, include the Staff Trustees, the Community Trustee, the Independent Trustees and the CEO ex officio Trustee,
“Document”	includes, unless otherwise specified, any document sent or supplied in electronic form,
“Electronic form”	has the meaning given in Section 1168 of the Companies Act 2006,

"Friends' Group"	means a constituted Devon Libraries Friends' Group established to support a particular library or libraries,
"Independent Trustee"	means a Trustee who is not a Staff or Community Trustee,
"the Memorandum"	means the Charity's memorandum of association,
"Officers"	includes the Trustees and the secretary (if any),
"the Seal"	means the common seal of the Charity if it has one,
"Secretary"	means any person appointed to perform the duties of the secretary of the Charity,
"Staff Membership Group"	means the staff membership group which an employee of the Charity shall be entitled to join,
"Staff Trustee"	means a Trustee who is an employee of the Charity,
"the United Kingdom"	means Great Britain and Northern Ireland,
"Trustee Membership Group"	means the trustee membership group which the Trustees shall be entitled to join,

1 2 Words importing one gender shall include all genders, and the singular includes the plural and vice versa

1 3 Unless the context otherwise requires, words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Charity

1 4 Apart from the exception mentioned in the previous paragraph, a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force

2. VISION

Bringing ideas, imagination, information and knowledge to people's lives and communities

3. MISSION

3 1 The PSM's mission sets out how the new organisation will achieve its vision The PSM will aim to

3 1 1 promote and encourage a love of reading,

3 1 2 provide free access to information to help people in their everyday lives,

3 1 3 support people of all ages to learn, imagine, create, succeed and realise their potential,

3 1 4 guide and support library users to explore and connect to the wider world,

3 1 5 offer a welcoming space to meet, socialise, learn, read and enjoy new experiences,

3 1 6 support the health and wellbeing of individuals and local communities

4. STRATEGIC OBJECTIVES

4 1 Establish as a viable and sustainable organisation

4 2 Support local communities to engage with bid ideas, access knowledge and develop new skills

4 3 Improving outcomes – making the biggest difference to people’s lives

4 4 Widen participation across all communities

5. OBJECTS

5 1 The Charity has been established for public benefit to

5 1 1 promote the advancement of education by the establishment and/or maintenance of a library and/or library service, and/or

5 1 2 without prejudice to the generality of the above, establish and/or maintain a library and/or library service in and throughout Devon, including, but not limited to, rural communities and with a particular focus on children and young people, and/or

5 1 3 provide or assist in the provision of community facilities referred to as “Community Hubs” to be available to all sections of the community without distinction, including use for meetings, learning, reading, sharing and/or for other educational and/or recreational or leisure time activities, with the object of improving the conditions of life for all those who use the facilities, and/or

5 1 4 promote the advancement of education of the arts by the establishment and maintenance of a museum and/or art gallery, and/or

5 1 5 develop the capacity and skills of the members of the local community, and particularly children and young people, who are socially or economically disadvantaged in such a way that they are better able to identify, and help meet, their needs and to participate more fully in society, and/or

5 1 6 promote knowledge and awareness of mental and physical health and wellbeing,

5 1 7 pursue such other charitable purposes consistent with the above as the Trustees, in their absolute discretion, shall determine (together the “Objects”)

6. POWERS

6 1 The Charity has power to do anything which is calculated to further its Object(s) or is conducive or incidental to doing so In particular, the Charity has power

6 1 1 to manage and operate libraries and/or provide a library service,

6 1 2 to manage and operate community facilities,

- 6 1 3 to manage and operate a museum and/or art gallery,
- 6 1 4 to provide a range of activities to promote community capacity building,
- 6 1 5 to provide a range of activities to promote and/or support public health and social care initiatives,
- 6 1 6 to raise funds provided that the Charity must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations,
- 6 1 7 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use,
- 6 1 8 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity In exercising this power, the Charity must comply, as appropriate, with Sections 117 and 122 of the Charities Act 2011,
- 6 1 9 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation The Charity must comply, as appropriate, with Sections 124-126 of the Charities Act 2011 if it wishes to mortgage land,
- 6 1 10 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them,
- 6 1 11 to enter into arrangements with local, regional and/or central government in the delivery of the Charity's Objects,
- 6 1 12 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Charity's Objects,
- 6 1 13 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other Charity,
- 6 1 14 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves,
- 6 1 15 to employ and remunerate such staff as are necessary for carrying out the work of the Charity The Charity may employ or remunerate a Trustee only to the extent it is permitted to do so by Article 7 2 2 and Article 8 and provided it complies with the conditions in those Articles,
- 6 1 16 to
 - 6 1 16 1 deposit or invest funds,
 - 6 1 16 2 employ a professional fund manager, and
 - 6 1 16 3 arrange for the investments or other property of the Charity to be held in the name of a nominee,

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000,

- 6 1 17 to provide indemnity insurance for the Trustees, in accordance with, and subject to, the conditions in Section 189 of the Charities Act 2011,
- 6 1 18 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a Charity,
- 6 1 19 to amalgamate and/or merge with any organisation which is charitable at law and which has Objects which are the same or similar to those of the Charity and which prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members, at least to the same extent as such payments or distributions are prohibited in the case of Members of the Charity by these Articles,
- 6 1 20 to do all such other lawful things as shall further the above Objects or any of them

7. APPLICATION OF INCOME AND PROPERTY

- 7 1 The income and property of the Charity shall be applied solely towards the promotion of the Objects
- 7 2 Save that nothing herein shall prevent any payment in good faith by the Charity in the following circumstances
 - 7 2 1 a Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity,
 - 7 2 2 a Staff Trustee or Chief Executive Ex Officio may benefit from reasonable and proper remuneration as an employee of the Charity PROVIDED THAT the Staff Trustees and Chief Executive Ex officio shall not participate in any discussions at which his or her terms and conditions are discussed or those of any other employee (save in general terms) and shall not vote or count towards the quorum on any such matter and PROVIDED FURTHER THAT at no time shall the Staff Trustees together with the Chief Executive Ex Officio be in the majority on the Board,
 - 7 2 3 a Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to, the conditions in Section 189 of the Charities Act 2011,
 - 7 2 4 a Trustee may receive an indemnity from the Charity in the circumstances specified in Article 36,
 - 7 2 5 a Trustee may not receive any other benefit or payment unless it is authorised by Article 8
- 7 3 Subject to Article 8, none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity This does not prevent a member who is not also a Trustee receiving
 - 7 3 1 a benefit from the Charity in the capacity of a beneficiary of the Charity,
 - 7 3 2 reasonable and proper remuneration for any goods or services supplied to the Charity

8. BENEFITS AND PAYMENTS TO CHARITY TRUSTEES AND CONNECTED PERSONS

8 1 General Provisions

No Trustee or Connected Person may

- 8 1 1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public,
- 8 1 2 sell goods, services, or any interest in land to the Charity,
- 8 1 3 be employed by, or receive any remuneration from, the Charity,
- 8 1 4 receive any other financial benefit from the Charity,

unless the payment is permitted by sub-clause 8 2 of this Article or, in the case of an employee of the Charity who is a Trustee, is permitted by Article 7 2 2, or authorised by the court or the Charity Commission

In this Article a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value

8 2 Scope and powers permitting Trustees' or Connected Persons' benefits

- 8 2 1 A Trustee or Connected Person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity, provided that a majority of the Trustees do not benefit in this way
- 8 2 2 A Trustee or Connected Person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to, the condition in Sections 185 and 186 of the Charities Act 2011
- 8 2 3 Subject to sub-clause 8 3 of this Article, a Trustee or Connected Person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person
- 8 2 4 A Trustee or Connected Person may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate)
- 8 2 5 A Trustee or Connected Person may receive rent for premises let by the Trustee or Connected Person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion
- 8 2 6 A Trustee or Connected Person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public

8 3 Payment for supply of goods only - controls

The Charity and its Trustees may only rely upon the authority provided by sub-clause 8 2 3 of this Article if each of the following conditions is satisfied

- 8 3 1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity or its Trustees (as the case may be) and the Trustee or Connected Person supplying the goods ("the Supplier") under which the Supplier is to supply the goods in question to or on behalf of the Charity
 - 8 3 2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question
 - 8 3 3 The other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Trustee or Connected Person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or Connected Person against the disadvantages of doing so
 - 8 3 4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity
 - 8 3 5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting
 - 8 3 6 The reason for their decision is recorded by the Trustees in the minute book
 - 8 3 7 A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 8
- 8 4 In sub-clauses 8 2 and 8 3 of this Article
- 8 4 1 "Charity" includes any company in which the Charity
 - 8 4 1 1 holds more than 50% of the shares, or
 - 8 4 1 2 controls more than 50% of the voting rights attached to the shares, or
 - 8 4 1 3 has the right to appoint one or more Trustees to the board of the company
 - 8 4 2 "Connected Person" includes any person within the definition in Article 44 "Interpretation"

9. DECLARATION OF TRUSTEES' INTERESTS

- 9 1 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared
- 9 2 A Trustee must absent himself or herself from any discussions of the Charity Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including, but not limited to, any personal financial interest)

10. CONFLICTS OF INTERESTS AND CONFLICTS OF LOYALTIES

- 10 1 If a conflict of interest arises for a Trustee 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 Trustees may authorise such a conflict of interests where the following conditions apply
- 10 1 1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person,
 - 10 1 2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting, and
 - 10 1 3 the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interest in the circumstances applying

10 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 Trustee or to a Connected Person

11. MEMBERSHIP

- 11 1 The subscribers to the memorandum are the first members of the Charity
- 11 2 Subject to Article 13, membership shall be open to those individuals and organisations identified in Article 13 who
- 11 2 1 apply to the Charity in the form required by the Trustees, and
 - 11 2 2 are approved by the Trustees
- 11 3 The Trustees
- 11 3 1 may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to refuse the application,
 - 11 3 2 must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision,
 - 11 3 3 must consider any written representations the applicant may make about the decision. The Trustees' decision following any written representations must be notified to the applicant in writing but shall be final
- 11 4 It is the duty of each member of the Charity to exercise his or her powers as a member of the Charity in the way he or she decides in good faith would be most likely to further the purposes of the Charity
- 11 5 Membership is not transferable
- 11 6 The Trustees must keep a register of names and addresses of the members

12. LIABILITY OF MEMBERS

- 12 1 The liability of the members is limited to a sum not exceeding £1, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its

being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for

12 1 1 payment of the Charity's debts and liabilities incurred before he, she or it ceases to be a member,

12 1 2 payment of the costs, charges and expenses of winding up, and

12 1 3 adjustment of the rights of the contributories among themselves

13 CLASSES OF MEMBERSHIP

13 1 The Company shall have the following membership classes

13 1 1 Staff Membership Group,

13 1 2 Community Membership Group,

13 1 3 Trustee Membership Group

13 2 Any member of staff employed by the Charity shall be entitled to apply to become a member of the Charity in the Staff Membership Group

13 3 Any Friends' Group shall be entitled to apply to be a member of the Charity (as an organisation) in the Community Membership Group

13 4 All Trustees shall be members of the Charity

13 5 The Trustees may not directly or indirectly alter the rights or obligations attached to a class of membership

13 6 The rights attached to a class of membership may only be varied if

13 6 1 three-quarters of the members of that class consent in writing to the variation, or

13 6 2 a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation

13 7 The provisions in the Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members

14. TERMINATION OF MEMBERSHIP

14 1 Membership is terminated if

14 1 1 the member dies or, if it is an organisation, ceases to exist,

14 1 2 the member resigns by written notice to the Charity unless, after the resignation, there would be less than two members,

14 1 3 any sum due from the member to the Charity is not paid in full within six months of it falling due,

14 1 4 the member is removed from membership by a resolution of the Trustees that it is in the best interests of the Charity that his or her or its membership is

terminated A resolution to remove a member from membership may only be passed if

14 1 4 1 the member has been given at least twenty-one days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed,

14 1 4 2 the member or, at the option of the member, the member's representative (who need not be a member of the Charity) has been allowed to make representations to the meeting,

14 1 5 if the member is a member of a Friend's Group, the Friends' Group ceases to exist or be a member of the Charity,

14 1 6 if the member is a member of staff employed by the Charity and admitted to the Staff Membership Group, that individual ceases to be employed by the Charity for whatever reason,

14 1 7 if the member is a Trustee and admitted to the Trustee Membership Group, that individual ceases to be a Trustee of the Charity for whatever reason

15. GENERAL MEETINGS

15 1 The Charity must hold its first annual general meeting within eighteen months after the date of its incorporation

15 2 An annual general meeting must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings

15 3 The Trustees may call a general meeting at any time

16. NOTICE OF GENERAL MEETINGS

16 1 The minimum periods of notice required to hold a general meeting of the Charity are

16 1 1 twenty-one clear days for an annual general meeting or a general meeting called for the passing of a special resolution,

16 1 2 fourteen clear days for all other general meetings

16 2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote and the meeting, being a majority who together hold not less than 90 per cent of the total voting rights

16 3 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted If the meeting is to be an annual general meeting, the notice must say so The notice must also contain a statement setting out the right of members to appoint a proxy under Section 324 of the Companies Act 2006 and Article 18

16 4 The notice must be given to all the members and to the Trustees and auditors

16 5 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity

17. PROCEEDINGS AT GENERAL MEETINGS

- 17 1 No business shall be transacted at any general meeting unless a quorum is present
- 17 2 A quorum is ten members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting, provided that for a meeting to be quorate there must be at least one representative from each of the Membership Classes present. At the adjourned meeting, the meeting should be quorate if the requirements of Article 17 2 have been complied with without the requirement for there to be a representative from each of the Membership Classes present
- 17 3 The authorised representative of a member organisation shall be counted in the quorum
- 17 4 If
- 17 4 1 a quorum is not present within half an hour from the time appointed for the meeting, or
- 17 4 2 during a meeting a quorum ceases to be present
- the meeting shall be adjourned to such time and place as the Trustees shall determine
- 17 5 The Trustees must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting, stating the date, time and place of the meeting
- 17 6 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting, the members present in person or by proxy at that time shall constitute the quorum for that meeting
- 17 7 General meetings shall be chaired by the person who has been appointed to chair meetings of the Trustees
- 17 8 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting, a Trustee nominated by the Trustees shall chair the meeting
- 17 9 If there is only one Trustee present and willing to act, he or she shall chair the meeting
- 17 10 If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting
- 17 11 The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned
- 17 12 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution
- 17 13 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place
- 17 14 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting

- 17 15 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded
- 17 15 1 by the person chairing the meeting, or
- 17 15 2 by at least two members present in person or by proxy and having the right to vote at the meeting, or
- 17 15 3 by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting
- 17 16 The declaration by a person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded
- 17 17 The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need not be recorded
- 17 18 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made
- 17 19 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll
- 17 20 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded
- 17 21 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs
- 17 22 The poll must be taken within thirty days after it has been demanded
- 17 23 If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken
- 17 24 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting

18. CONTENT OF PROXY NOTICES

- 18 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
- 18 1 1 states the name and address of the member appointing the proxy,
- 18 1 2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,
- 18 1 3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine, and

- 18 1 4 is delivered to the Charity in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate
- 18 2 The Charity may require proxy notice 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 then 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
 - 18 4 1 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
 - 18 4 2 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 Charity by or on behalf of that person
- 19 2 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of a 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 a 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. WRITTEN RESOLUTIONS

- 20 1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that
 - 20 1 1 a copy of the proposed resolution has been sent to every eligible member,
 - 20 1 2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution, and
 - 20 1 3 it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date
- 20 2 A resolution in writing may comprise several copies to which one or more members have signified their agreement
- 20 3 In the case of a member that is an organisation, its authorised representative may signify its agreement

21 VOTES FOR MEMBERS

- 21 1 Every member, whether an individual or an organisation, shall have one vote on a show of hands or on a poll vote and each vote cast by each Membership Class shall carry the following weighting
- 21 1 1 Staff Membership Group 33%,
- 21 1 2 Community Membership Group 33%,
- 21 1 3 Trustee Membership Group 34%
- 21 2 For the avoidance of doubt, each Friends' Group (however constituted) shall have one vote Further, the Staff Trustees and Community Trustees shall vote in the Trustee Membership Group (only) and not in the Staff Membership Group or Community Membership Group
- 21 3 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final
- 21 4 Any organisation that is a member of the Charity may nominate any person to act as its representative at any meeting of the Charity
- 21 5 The organisation must give written notice to the Charity of the name of its representative The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity The representative may continue to represent the organisation until written notice to the contrary is received by the Charity
- 21 6 Any notice given to the Charity will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked The Charity shall not be required to consider whether the representative has been properly appointed by the organisation

22. HONORARY OFFICERS

- 22 1 The Trustees shall have the power, at its sole discretion, to appoint honorary officers, including, but not limited to, a President or a Patron ("**Honorary Officers**")
- 22 2 Honorary Officers shall not be entitled to attend meetings of the Board but may attend if invited by the Board, and shall be entitled to attend general meetings of the Charity but not to vote at the same or count towards the quorum
- 22 3 The Board shall be entitled to appoint Honorary Officers for life or such other term of appointment as the Board may decide

23. TRUSTEES

- 23 1 A Trustee must be a natural person aged 16 years or older
- 23 2 No one may be appointed a Trustee if he or she would be disqualified from acting under the provision of Article 30
- 23 3 The minimum number of Trustees (unless otherwise determined by ordinary resolution) shall be three and the maximum shall be eleven and shall comprise as follows

- 23 3 1 up to two Staff Trustees,
 - 23 3 2 up to two Community Trustees,
 - 23 3 3 Chief Executive, ex officio,
 - 23 3 4 up to six Independent Trustees
- 23 4 The first Trustees shall be those persons notified to Companies House as the first Trustees of the Charity
- 23 5 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees

24. POWERS OF TRUSTEES

- 24 1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Act, the Articles or any special resolution
- 24 2 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees
- 24 3 Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees

25. APPOINTMENT OF STAFF TRUSTEES

- 25 1 The Staff Trustees shall be appointed for a fixed term of two years
- 25 2 The Staff Trustees shall be appointed by a majority vote of the employees of the Charity

26. APPOINTMENT OF COMMUNITY TRUSTEES

- 26 1 The Community Trustees shall be appointed for a fixed term of two years
- 26 2 The Community Trustees shall be appointed by a majority of the Friends' Groups voting in favour

27. APPOINTMENT OF EX OFFICIO TRUSTEES

- 27 1 The Chief Executive (the "Office Holder") for the time being shall automatically, by virtue of holding that office ("ex officio") be a Charity Trustee
- 27 2 If unwilling to act as a Trustee, the Office Holder may
- 27 2 1 before accepting appointment as a Trustee, give notice in writing to the trustees of his or her unwillingness to act in that capacity, or
 - 27 2 2 after accepting appointment as a Trustee, resign under the provisions of Article 30 (Resignation as a Trustee)
- 27 3 The office of the ex officio Trustee will then remain vacant until the office holder ceases to hold office

28. APPOINTMENT OF INDEPENDENT TRUSTEES

28 1 The Charity may by ordinary resolution appoint a person who is willing to act to be an Independent Trustee

28 2 No person other than an Independent Trustee retiring by rotation may be appointed an Independent Trustee at any general meeting unless

28 2 1 he or she is recommended for re-election by the Trustees, or

28 2 2 not less than fourteen nor more than thirty-five clear days before the date of the meeting, the Charity is given a notice that

28 2 2 1 is signed by a member entitled to vote at the meeting,

28 2 2 2 states the member's intention to propose the appointment of a person as an Independent Trustee,

28 2 2 3 contains the details that, if the person were to be appointed, the Charity would have to file at Companies House, and

28 2 2 4 is signed by the person who is to be proposed to show his or her willingness to be appointed

28 3 All members who are entitled to receive notice of a general meeting must be given not less than seven nor more than twenty-eight clear days' notice of any resolution to be put to the meeting to appoint an Independent Trustee other than an Independent Trustee who is to retire by rotation

28 4 The Trustees may appoint a person who is willing to act to be an Independent Trustee

28 5 An Independent Trustee appointed by a resolution of the other Trustees must retire at the next annual general meeting and must not be taken into account in determining the Trustees who are to retire by rotation

28 6 The appointment of a Trustee, whether by the Charity in general meeting or by the other Trustees, must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees

28 7 When appointing a Trustee both the Trustees and the Members of the Charity shall have regard to the existing range of skills and expertise of the Board, the skills and expertise of that individual and how he or she will contribute to the success of the Company Further, the Trustees shall follow best practice in relation to Trustee recruitment, including any guidance issued by the Charity Commission from time to time For the avoidance of doubt, the Trustees shall follow a transparent and rigorous Trustee recruitment process with a formal induction for all Trustees

29. RETIREMENT OF INDEPENDENT TRUSTEES

29 1 At each subsequent annual general meeting one-third of the Independent Trustees or, if their number is not three or a multiple of three, the number nearest to one-third, must retire from office If there is only one Independent Trustee he or she must retire

29 2 The Independent Trustees to retire by rotation shall be those who have been longest in office since their last appointment If any Independent Trustees became or were

appointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot

29 3 If an Independent Trustee is required to retire at an annual general meeting by a provision of the Articles the retirement shall take effect upon the conclusion of the meeting

30 RESIGNATION, DISQUALIFICATION AND REMOVAL OF TRUSTEES

30 1 A Trustee shall cease to hold office if he or she

30 1 1 ceases to be a Trustee by virtue of any provision in the Companies Acts or is prohibited by law from being a Trustee,

30 1 2 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),

30 1 3 ceases to be a member of the Charity,

30 1 4 in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months,

30 1 5 resigns as a Trustee by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect),

30 1 6 is absent without the permission of the Trustees from all their meetings held within a period of six consecutive months and the Trustees resolve that his or her office be vacated, or

30 1 7 being a Staff Trustee, ceases to be an employee of the Company, for whatever reason,

30 1 8 being a Community Trustee, ceases to be a member of the Friends' Group,

30 1 9 being an ex officio Charity trustee, is unwilling to act as a Trustee and resigns as a Trustee pursuant to this Article 30 or ceases to be the Chief Executive of the Charity for whatever reason

30 2 For the avoidance of doubt, a Trustee who is removed or disqualified or who resigns or otherwise ceases to be a Trustee, for whatever reason, shall automatically cease to be a member of the Company

31. REMUNERATION OF TRUSTEES

The Trustees must not be paid any remuneration unless it is authorised by Article 7 2 2 or Article 8

32. PROCEEDINGS OF TRUSTEES

32 1 The Trustees may regulate their proceedings as they think fit, subject to the provisions of the Articles

32 2 Any Trustee may call a meeting of the Trustees

- 32 3 The secretary (if any) must call a meeting of the Trustees if requested to do so by a Trustee
- 32 4 Questions arising at a meeting shall be decided by a majority of votes
- 32 5 In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote
- 32 6 A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants
- 32 7 No decision may be made by a meeting of the Trustees unless quorum is present at the time the decision is purported to be made "Present" includes being present by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants
- 32 8 The quorum shall be three Trustees, or such larger number as may be decided from time to time by the Trustees, provided that at all times the Independent and Community Trustees shall be in the majority
- 32 9 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote
- 32 10 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting
- 32 11 The Trustees shall appoint a Trustee to chair their meetings and may at any time revoke such appointment
- 32 12 If no-one has been appointed to chair meetings of the Trustees or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting
- 32 13 The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by the Articles or delegated to him or her by the Trustees
- 32 14 A resolution in writing or in electronic form agreed by all of the Trustees entitled to receive notice of a meeting of the Trustees and to vote upon the resolution shall be valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held
- 32 15 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement
- 33 DELEGATION**
- 33 1 The Trustees may delegate any of their powers or functions to a committee of two or more Trustees but the terms of any delegation must be recorded in the minute book
- 33 2 The Trustees may impose conditions when delegating, including the conditions that

- 33 2 1 the relevant powers are to be exercised exclusively by the committee to whom they delegate,
- 33 2 2 no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees
- 33 3 The Trustees may revoke or alter a delegation
- 33 4 All acts and proceedings of any committees must be fully and promptly reported to the Trustees

34. VALIDITY OF TRUSTEES' DECISIONS

34 1 Subject to Article 34 2, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee

- 34 1 1 who was disqualified from holding office,
- 34 1 2 who had previously retired or who had been obliged by the constitution to vacate office,
- 34 1 3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise,

if without

- 34 1 4 the vote of that Trustee, and
- 34 1 5 that Trustee being counted in the quorum,

the decision has been made by a majority of the Trustees at a quorate meeting

34 2 Article 34 1 does not permit a Trustee or a Connected Person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for Article 34 1 the resolution would have been void, or if the Trustee has not complied with Article 7 2 2 or Article 8

35. SEAL

If the Charity has a seal it must only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the secretary (if any) or by a second Trustee

36. MINUTES

36 1 The Trustees must keep minutes of all

- 36 1 1 appointments of officers made by the Trustees,
- 36 1 2 proceedings at meetings of the Charity,
- 36 1 3 meetings of the Trustees and committees of Trustees including
 - 36 1 3 1 the names of the Trustees present at the meeting,

36 1 3 2 the decision made at the meetings, and

36 1 3 3 where appropriate the reasons for the decisions

37. ACCOUNTS

37 1 The Trustees must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and following accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice

37 2 The Trustees must keep accounting records as required by the Companies Act

38 ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES

38 1 The Trustees must comply with the requirements of the Charities Act 2011 with regard to the

38 1 1 transmission of a copy of the statements of account to the Commission,

38 1 2 preparation of an Annual Report and the transmission of a copy of it to the Commission,

38 1 3 preparation of an Annual Return and its transmission to the Commission

38 2 The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities

39. MEANS OF COMMUNICATION TO BE USED

39 1 Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the 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 Charity

39 2 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being

39 3 Any notice to be given to or by any person pursuant to the Articles

39 3 1 must be in writing, or

39 3 2 must be given in electronic form

39 4 The Charity may give any notice to a member either

39 4 1 personally, or

39 4 2 by sending it by post in a prepaid envelope addressed to the member at his or her address, or

39 4 3 by leaving it at the address of the member, or

- 39 4 4 by giving it in electronic form to the member's address,
- 39 4 5 by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website
The notification must state that it concerns a notice of a company meeting and must specify the place, date and time of the meeting
- 39 5 A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity
- 39 6 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called
- 39 7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given
- 39 8 Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with Section 1147 of the Companies Act 2006
- 39 9 In accordance with Section 1147 of the Companies Act 2006 notice shall be deemed to be given
- 39 9 1 48 hours after the envelope containing it was posted, or
- 39 9 2 in the case of an electronic form of communication, 48 hours after it was sent

40. INDEMNITY

- 40 1 The Charity shall indemnify a relevant Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default or breach of duty or breach of trust in relation to the Charity
- 40 2 In this Article a "relevant Trustee" means any Trustee or former Trustee of the Charity

41. RULES

- 41 1 The Trustees may, from time to time, make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity
- 41 2 The bye laws may regulate the following matters but are not restricted to them
- 41 2 1 the admission of members of the Charity (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members,
- 41 2 2 the conduct of members of the Charity in relation to one another, and to the Charity's employees and volunteers,
- 41 2 3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes,

41 2 4 the procedure at general meetings and meetings of the Trustees insofar as such procedure is not regulated by the Companies Acts or by the Articles,

41 2 5 generally, all such matters as are commonly the subject matter of company rules

41 3 The Charity in general meeting has the power to alter, add to or repeal the rules or bye laws

41 4 The Trustees must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Charity

41 5 The rules or bye laws shall be binding on all members of the Charity No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles

42. DISPUTES

If a dispute arises between members of the Charity about the validity or propriety of anything done by the members of the Charity under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation

43. DISSOLUTION

43 1 The members of the Charity may at any time before, and in expectation of, its dissolution, resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways

43 1 1 directly for the Objects, or

43 1 2 by transfer to any Charity or charities for purposes similar to the Objects, or

43 1 3 to any Charity or charities for use for particular purposes that fall within the Objects

43 2 Subject to any such resolution of the members of the Charity, the Trustees of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Charity be applied or transferred

43 2 1 directly for the Objects, or

43 2 2 by transfer to any Charity or charities for purposes similar to the Objects, or

43 2 3 to any Charity or charities for use for particular purposes that fall within the Objects

43 3 In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity (except to a member that is itself a Charity) and if no resolution in accordance with Article 43 1 is passed by the members or the Trustees, the net assets of the Charity shall be applied for charitable purposes as directed by the Court or the Commission

44. INTERPRETATION

- 44 1 In Article 8 and subclause 2 of Article 10 "**Connected Person**" means
- 44 1 1 a child, parent, grandchild, grandparent, brother or sister of the Trustee,
 - 44 1 2 the spouse or civil partner of the Trustee or of any person falling within subclause 44 1 1 above,
 - 44 1 3 a person carrying on business in partnership with the Trustee or with any person falling within subclause 44 1 1 or 44 1 2 above,
 - 44 1 4 an institution which is controlled
 - 44 1 4 1 by the Trustee or any Connected Person falling within subclauses 44 1 1, 44 1 2 or 44 1 3 above, or
 - 44 1 4 2 by two or more persons falling within subclause 44 1 4 1, when taken together,
 - 44 1 5 a body corporate which
 - 44 1 5 1 the Trustee or any Connected Person falling within subclauses 44 1 1 to 44 1 3 has a substantial interest, or
 - 44 1 5 2 two or more persons falling within subclause 44 1 5 1 who, when taken together, have a substantial interest,
 - 44 1 5 3 sections 350-352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article