

PRIVATE COMPANY LIMITED BY GUARANTEE WITHOUT SHARE CAPITAL

WRITTEN RESOLUTION

of

GROUNDSWELL NETWORK SUPPORT UK

(Company number: 04151312)

(the "Charity")

29 September 2017 (the "Circulation Date")

The Trustees of the Charity propose that the resolution below is passed as a special resolution.

RESOLUTION

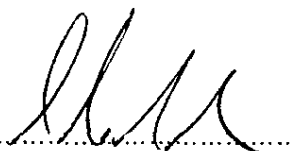
THAT, the draft articles of association of the Company attached to this resolution are adopted by the Charity in substitution for, and to the exclusion of, the Charity's existing articles of association.

AGREEMENT

The undersigned, being persons entitled to vote on the resolution on the Circulation Date, hereby irrevocably agree to the resolution.

Signed by a director acting for and on behalf of **THAMES REACH CHARITY**

Date

 (Stephen Howard)
16/10/17

WEDNESDAY



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25/10/2017

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COMPANIES HOUSE

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a share capital

Articles of Association
of
Groundswell Network Support UK

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

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The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of Groundswell Network Support UK

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the Charity are:

- (a) To relieve poverty particularly of homeless people, and
- (b) To develop the capacity and skills of the members of the socially and economically disadvantaged community of homeless people in such a way that they are better able to identify, and help meet, their needs and to participate more fully in society.

3. Powers

To further its objects the Charity may:

- 3.1 provide and assist in the provision of money, materials or other help;
- 3.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 3.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.5 provide or procure the provision of counselling and guidance;
- 3.6 provide or procure the provision of advice;
- 3.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;

- 3.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.10 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 1993);
- 3.11 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 1993 if it wishes to mortgage land);
- 3.12 set aside funds for special purposes or as reserves against future expenditure;
- 3.13 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.14 *arrange for investments or other property of the Charity to be held in the name of a nominee or nominees in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustees Act 2000;*
- 3.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.16 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;
- 3.17 accept (or disclaim) gifts of money and any other property;
- 3.18 raise funds by way of subscription, donation or otherwise;
- 3.19 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.20 incorporate and acquire subsidiary companies to carry on any trade;
- 3.21 subject to Article 4 (limitation on private benefits):
- 3.22 engage and pay employees, consultants and professional or other advisers;
- 3.23 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.24 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;

- 3.25 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 3.26 undertake and execute charitable trusts;
- 3.27 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.28 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.29 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.30 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.31 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty; and
- 3.32 do all such other lawful things as may further the Charity's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The property and funds of the Charity must be used only for promoting the objects of the Charity and do not belong to the members of the Charity but
 - 4.1.1 Members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
 - 4.1.2 Members and Trustees may be paid interest at a reasonable rate on money lent to the Charity
 - 4.1.3 Members and Trustees may be paid a reasonable rent or hiring fee for property let or hired to the Charity
 - 4.1.4 individual Members who are not Trustees may receive charitable benefits in their capacity as beneficiaries of the charity and Members that are charitable organisations may receive donations in furtherance of the Charity's objects.
- 4.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 4.2.1 As mentioned in clauses 3.31, 4.1.2, 4.1.3, 4.3 or 6;

- 4.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) necessarily incurred in running the Charity;
 - 4.2.3 payment to any company in which a Trustee has no more than a 1 per cent shareholding;
 - 4.2.4 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance);
 - 4.2.5 a Trustee may receive a benefit from the Charity in his or her capacity as a beneficiary of the Charity.
- 4.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:
- 4.3.1 the goods or services are actually required by the Charity;
 - 4.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 4.4; and
 - 4.3.3 no more than one half of the Trustees are subject to such a contract in any financial year.
- 4.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must comply with Article 22 (Conflicts of Interest).

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of the Members

- 5.1 The liability of each Member is limited to £1, being the amount that each such Member undertakes to contribute to the assets of the Charity in the event of it being wound up while he or she is a Member or within one year after he or she ceases to be Member, for:
- 5.1.1 payment of the Charity's debts and liabilities contracted before ceasing to be a Member; and
 - 5.1.2 payment of the costs, charges and expenses of winding up.

6. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7. Trustees' general authority

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

8. Members' reserve power

8.1 The Members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action.

8.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

9. Chair

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

10. Trustees may delegate

10.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

10.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.

10.3 Any delegation by the Trustees may be:

10.3.1 by such means;

10.3.2 to such an extent;

10.3.3 in relation to such matters or territories; and

10.3.4 on such terms and conditions;

as they think fit.

10.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

10.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

10.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

11. Committees

11.1 In the case of delegation to committees:

- 11.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
- 11.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
- 11.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
- 11.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
- 11.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

11.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

12. Delegation of day to day management powers

In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:

- 12.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
- 12.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 12.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

13. Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

- 13.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;

- 13.2 timely reports of all transactions are provided to the Trustees;
- 13.3 the performance of the investments is reviewed regularly with the Trustees;
- 13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 13.5 the investment policy and the delegation arrangements are reviewed regularly;
- 13.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance; and
- 13.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

14. Power to change name of Charity

The Trustees may change the name of the Charity at any time by majority decision of at least three-quarters of the Trustees present and voting at a meeting

DECISION-MAKING BY TRUSTEES

15. Trustees to take decisions collectively

Any decision of the Trustees must be either:

- 15.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 20); or
- 15.2 a decision taken in accordance with Article 21.

16. Calling a Trustees' meeting

- 16.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 16.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 16.2.1 all the Trustees agree; or
 - 16.2.2 urgent circumstances require shorter notice.
- 16.3 Notice of Trustees' meetings must be given to each Trustee.
- 16.4 Every notice calling a Trustees' meeting must specify:
 - 16.4.1 the place, day and time of the meeting;
 - 16.4.2 the general nature of the business to be considered at such meeting; and
 - 16.4.3 if it is anticipated that Trustees 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.

- 16.5 Notice of Trustees' meetings need not be in Writing.
- 16.6 Article 31 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

17. Participation in Trustees' meetings

- 17.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
 - 17.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 17.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 17.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 17.3 If all the Trustees participating in a 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.

18. Quorum for Trustees' meetings

- 18.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 18.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be fewer than three and, unless otherwise fixed, it is three.
- 18.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.

19. Chairing of Trustees' meetings

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

20. Casting vote

- 20.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.
- 20.2 If, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes then for that part of the meeting an alternative chair that can participate shall be nominated by the non-conflicted Trustees to chair that part of the meeting and may exercise the casting role referred to in Article 20.1.

21. Decisions without a meeting

21.1 The Trustees may, in the circumstances outlined in this Article, make a majority decision without holding a Trustees' meeting if:

21.1.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;

21.1.2 that Trustee has taken all reasonable steps to make the other Trustees aware of the matter and the decision;

21.1.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and

21.1.4 a majority of the Trustees vote in favour of a particular decision on that matter;

a decision of the Trustees may be taken by majority and shall be as valid and effectual as if it had been taken at a Trustees' meeting duly convened and held.

21.2 Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this Article:

21.2.1 may be in different places, and may participate at different times; and

21.2.2 may communicate with each other by any means.

21.3 No decision shall be taken by the Trustees in accordance with this Article unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with this Article shall be the same as the quorum for Trustees' meetings as set out in Article 18.

21.4 The Chair, or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with this Article. The process shall include:

21.4.1 circulation of the proposed decision with an indication of the date by which Trustees' votes must be received in order to be counted in the process. The chair of the process can determine what this date should be but, except in unusual circumstances, it should be at least 14 days after the circulation date;

21.4.2 the nomination of a person to whom all Trustee's votes must be communicated;

21.4.3 on or after the date by which Trustees' votes must be received, the communication by that nominated person to all the Trustees of the votes cast *in favour and against and whether the resolution has been passed*;

21.4.4 the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and

21.4.5 the nominated person must prepare a minute of the decision.

21.5 In the case of an equality of votes in any decision-making process in accordance with this Article, the chair shall be entitled to a casting vote in addition to any other vote he or she may have. But this does not apply if, in accordance with the Articles, the chair or specified Trustee is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

22. Conflicts of interest

Declaration of interests

22.1 Unless Article 22.2 applies, a Trustee must declare the nature and extent of:

22.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and

22.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.

22.2 There is no need to declare any interest or duty of which the other Trustees are already aware.

Participation in decision-making

22.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

22.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

22.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

- (a) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.31;
- (b) payment under the indemnity set out at Article 6; and
- (c) reimbursement of expenses in accordance with Article 4.2.2; or

22.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 22.5.

22.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 22.5, he or she must:

22.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

22.5.2 not be counted in the quorum for that part of the process ; and

22.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Charity

22.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

22.6.1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

22.6.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

23. Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

24. Trustees' discretion to make further rules

Subject to the Articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.

APPOINTMENT AND RETIREMENT OF TRUSTEES

25. Number of Trustees

There shall be a minimum of four Trustees and a maximum of twelve Trustees.

26. Appointment of Trustees and retirement of Trustees by rotation

Appointment of Trustees

26.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee by a decision of the Trustees. It is intended that two Trustees appointed by the Trustees

may be nominated by a Volunteer Forum should it be established by the Charity in accordance with Article 28.

Retirement

26.2 Each Trustee shall retire from office as follows:

26.2.1 Where they were appointed or reappointed at an Annual Retirement Meeting then they shall retire at the third Annual Retirement Meeting following the commencement of his or her term of office; or

26.2.2 Where they were not appointed at an Annual Retirement Meeting they shall retire at the fourth Annual Retirement Meeting following the commencement of his or her term of office.

26.3 The Annual Retirement Meeting shall be the meeting of the Trustees at which the annual accounts of the Charity are adopted.

26.4 A retiring Trustee may be reappointed.

General

26.5 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

27. Disqualification and removal of Trustees

A Trustee shall cease to hold office if:

27.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

27.2 he or she is disqualified under the Charities Act 1993 from acting as a trustee of a charity;

27.3 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy;

27.4 a composition is made with his or her creditors generally in satisfaction of his or her debts;

27.5 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;

27.6 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);

27.7 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;

- 27.8 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or
- 27.9 he or she dies.

FORUM

28. Forum

The Trustees may create a Volunteer Forum and appoint and remove any individual to be a member of the Forum on such terms as they shall think fit. The Volunteer Forum may offer non binding advice to the Trustees in accordance with any terms of reference agreed by the Trustees as amended by the Trustees from time to time.

MEMBERS

29. Becoming and ceasing to be a member

- 29.1 The members of the Charity shall be Thames Reach (for such period as it has agreed to serve as a Member) and the Trustees. The Members shall have the power to admit new members.
- 29.2 Membership is terminated if a Member ceases to be a Trustee or (in the case of Thames Reach) upon its resignation as a Member.

30. Member meetings and written resolutions

- 30.1 The Trustees may call a general meeting at any time.
- 30.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 30.3 The Members may pass resolutions in writing as written resolutions or otherwise in accordance with the Companies Acts.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

31. Communications by the Charity

Methods of communication

- 31.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts 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 the Charity, including without limitation:

- 31.1.1 in Hard Copy Form;
 - 31.1.2 in Electronic Form; or
 - 31.1.3 by making it available on a website.
- 31.2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).
- 31.3 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 which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

- 31.4 A Member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 31.5 Where any Document or information is sent or supplied by the Charity to the Members:
- 31.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
 - 31.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
 - 31.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
 - (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 31.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a Member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

- 31.7 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:
- 31.7.1 if the Document or information has been sent to a Member and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the Member's postal address as

shown in the Charity's register of members, but may in its discretion choose to do so;

31.7.2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the Member's postal address as shown in the Charity's register of members (if any), or in the case of a recipient who is not a Member, to the last known postal address for that person (if any); and

31.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

31.8 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address.

31.9 Notices of general meetings need not be sent to a Member who does not register an Address with the Charity, or who registers only a postal address outside the United Kingdom, or to a Member for whom the Charity does not have a current Address.

32. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

33. Records and accounts

The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

33.1 annual reports;

33.2 annual returns; and

33.3 annual statements of account.

34. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

WINDING UP

35. Winding up

- 35.1 If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the Members of the Charity (except to a Member that is itself an institution chosen to benefit under this Article 35) but must be applied or transferred in accordance with this Article 35.
- 35.2 At any time before, and in expectation of, the winding up or dissolution of the Charity, the Members of the Charity may resolve that any remaining property shall on or before the dissolution or winding up of the Charity be applied or transferred in any of the following ways:
- 35.2.1 directly for the objects of the Charity; or
- 35.2.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:
- (a) for purposes similar to the objects of the Charity; or
 - (b) for use for particular purposes that fall within the objects of the Charity.
- 35.3 Subject to any resolution of the Members under Article 35.2, at any time before, and in expectation of, the winding up or dissolution of the Charity, the Trustees may resolve that any remaining property shall on or before the dissolution or winding up of the Charity be applied or transferred in any of the following ways:
- 35.3.1 directly for the objects of the Charity; or
- 35.3.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:
- (a) for purposes similar to the objects of the Charity; or
 - (b) for use for particular purposes that fall within the objects of the Charity.
- 35.4 If no resolution is passed in accordance with Articles 35.2 or 35.3 the remaining property shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

SCHEDULE
INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1.1 “Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2 “Annual Retirement Meeting”	has the meaning given in Article 26.4;
1.3 “Articles”	the Charity’s articles of association;
1.4 “Chair”	has the meaning given in Article 9;
1.5 “Charity”	Groundswell Network Support UK;
1.6 “Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.7 “Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.8 “Connected ”	in relation to a Trustee means any person falling within any of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or (d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

- 1.9 “Document” includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.10 “Electronic Form” and “Electronic Means” have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.11 “Financial Expert” an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.12 “Thames Reach” means Thames Reach Charity, a company limited by guarantee with company number 10098652;
- 1.13 “Hard Copy” and “Hard Copy Form” have the meanings respectively given to them in the Companies Act 2006;
- 1.14 “Members” means any person admitted in accordance with Article 29.1 (each a “**Member**”);
- 1.15 “Public Holiday” means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
- 1.16 “Secretary” the secretary of the Charity (if any);
- 1.17 “Trustee” a director of the Charity, and includes any person occupying the position of director, by whatever name called;
- 1.18 “Volunteer Forum” has the meaning given in Article 28; and
- 1.19 “Writing” 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.
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity.