

Company No: 5764810

Charity No: 1131623

THE COMPANIES ACT 1985 TO 2006

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**WRITTEN RESOLUTION
OF
THE ROYAL SOCIETY FOR BLIND CHILDREN
("the Company")
Circulation Date: 3rd March 2016**

I, the undersigned, pass the following resolution as a Written Resolution to have effect as if passed by the Company in general meeting pursuant to Section 288 of the Companies Act 2006 and in accordance with the Company's Articles of Association dated 2nd December 2015.

Special Resolution

That, the revised Articles of Association set out in the document attached to this resolution be and are hereby adopted as the new Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.



3/3/16

On behalf of the Royal London Society
for Blind People (RLSB), Sole Member

Date

Statement

Set out above is the form of written resolution which it is proposed should be passed by the members of the Company in accordance with Part 13 of the Companies Act 2006.

The resolution is proposed to be passed as a Special Resolution.

WEDNESDAY



LD2 09/03/2016 #3
COMPANIES HOUSE

Companies Acts 1985 to 2006
Company Limited by Guarantee
ARTICLES OF ASSOCIATION
of The Royal Society for Blind Children
(the "Society")

(Adopted by Special Resolution passed on 2 December 2015,
amended by Special Resolution passed on 3 March 2016)

1. OBJECTS

The Objects for which the Society is established are to promote the health, equality and independence of blind and partially sighted people (and especially but not exclusively, children and young people) by:

- 1.1 advancing the education and training of children, young people and other people who are blind or partially sighted;
- 1.2 providing such assistance as children, young people and other people who are blind or partially sighted may require to lead independent lives to obtain employment or otherwise to meet their needs;
- 1.3 providing family support services, advice and information for families of children who are blind or partially sighted for the benefit of such children;
- 1.4 providing such services, facilities and activities for the benefit of blind and partially sighted children, young people and other people as the Society shall from time to time deem fit

2. POWERS

The charity has power to do anything which is calculated to further the Object(s) or is conducive or incidental to doing so. In particular (without limitation) the Society has power:

- 2.1 to provide education, advice and assistance to children or other people who are blind or partially sighted, their families, relatives, dependents or other people responsible for the care and welfare of such blind or partially sighted children or other people;

- 2.2 to provide, manage, control and govern schools, colleges, workshops and premises and in such a manner as may be thought fit;
- 2.3 to establish residential homes for children or other people who are blind or partially sighted,
- 2.4 to form branches of the Society and to appoint representatives and local committees (with such powers and subject to such conditions and restrictions as the Board may, from time to time, deem advisable) to represent the Society;
- 2.5 to act solely or jointly with any other person, company, corporation or body in undertaking and carrying on the office or offices and duties of trustee, custodian trustee, executor or administrator, and to undertake and execute any trust or discretion, and to act as a trust corporation;
- 2.6 to promote or carry out research;
- 2.7 to undertake such campaigning activities as shall be consistent with the Society's charitable status;
- 2.8 to provide advice;
- 2.9 to publish or distribute information;
- 2.10 to co-operate with other bodies including forming alliances, partnerships and joint ventures;
- 2.11 to support, merge, administer, amalgamate with or set up other charities;
- 2.12 to raise funds (but not by means of taxable trading);
- 2.13 to accept donations, whether subject to any special trusts or not;
- 2.14 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
- 2.15 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;

- 2.16 to sell, let or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.17 to make grants or loans of money and to give guarantees;
- 2.18 to set aside funds for special purposes or as reserves against future expenditure;
- 2.19 to deposit or invest its funds in any manner including, but without limitation, the use of derivatives (but to invest only after obtaining such advice from a financial expert as the Board consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.20 to delegate the management of investments to financial experts, but only on terms that:
 - 2.20.1 the investment policy is notified to the financial expert by the Board;
 - 2.20.2 transactions are reported regularly to the Board;
 - 2.20.3 the performance of the investments is reviewed regularly with the Board,
 - 2.20.4 the Board is entitled to cancel the delegation arrangement on reasonable notice;
 - 2.20.5 the investment policy and the delegation arrangement are reviewed on a regular basis;
 - 2.20.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance; and
 - 2.20.7 the financial expert must not do anything outside the powers of the Board;
- 2.21 to arrange for investments or other property of the Society to be held in the name of a nominee company acting under the control of the Board or of any financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.22 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian and to pay any reasonable fee required,

- 2.23 to insure the property and activities of the Society against any foreseeable risk and take out other insurance policies to protect the Society when required (including insurance for any staff member, volunteer, agent or charitable beneficiary) ;
- 2.24 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act and to provide indemnity insurance for any other officer or employee of the Society or any director, officer or employee of any subsidiary of the Society or any trustee of any pension fund of the Society or of any subsidiary of the Society, in each case to the extent permitted by law
- 2.25 subject to Article 7, to employ paid or unpaid agents, staff or advisers and to establish, undertake, maintain, superintend, administer, subscribe and contribute to any pension or superannuation funds, retirement benefit schemes and life assurance schemes for the benefit of paid officials and servants of the Society and their widows, children and other dependents;
- 2.26 to pay such gratuities as the Society considers appropriate to paid or unpaid agents, staff, advisers and volunteers;
- 2.27 to enter into contracts to provide services to or on behalf of other bodies;
- 2.28 to establish subsidiaries or acquire shares in bodies corporate intended to assist in the promotion of the Objects (including, without limitation, assistance by means of financial contribution) or the exercise of the powers of the Society or act as agents for the Society;
- 2.29 to engage the services of volunteers in all aspects of the Society's activities in order to allow the Society to fulfil the Objects; and
- 2.30 to do anything else within the law which the Board consider necessary or desirable and which promotes or helps to promote the Objects.

3. THE BOARD

- 3.1 The members of the Board, as charity trustees, have control of the Society and its property and funds.

- 3.2 Subject to the following provisions of these Articles, the Society may by ordinary resolution appoint a person who is willing to act to be a Trustee.
- 3.3 Subject to Article 3.6.2, the Board shall comprise a minimum of at least four and a maximum of not more than fifteen individuals.
- 3.4 No person shall be appointed or reappointed a Trustee at any general meeting unless:
- 3.4.1 he or she is recommended by the Board, or
 - 3.4.2 at least sixty clear days before the date appointed for the meeting, notice executed by two of the Members of the Society qualified to vote at the meeting has been given to the Society of the intention to propose that person for appointment or reappointment stating the particulars which would, if he or she were so appointed or reappointed, be required to be included in the Society's register of directors maintained pursuant to the Companies Act, together with notice executed by that person of his willingness to be appointed or reappointed.
- 3.5 Notice shall be given to all who are entitled to receive notice of a general meeting at which the appointment of Trustee is to be considered giving details of any person (other than a Trustee retiring at the meeting) who is recommended by the Board for appointment or reappointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Society of the intention to propose him at the meeting for appointment or reappointment as a Trustee.
- 3.6 The Board may appoint a person who is willing to act to be a Trustee, either;
- 3.6.1 to fill a vacancy, in which case a Trustee so appointed shall be counted in the quorum and be entitled to vote at Board meetings and, further, shall hold office until the next AGM following the appointment; or

- 3.6.2 as an additional co-opted Trustee to address specific skill shortages (as determined by Board), subject to a maximum of up to three appointed co-opted Trustees in addition to the number fixed by or in accordance with the Articles as the maximum number of Trustees subject to the following.
- 3.6.3 A co-opted Trustee appointed pursuant to Article 3.6.2 shall hold office for a term specified at the time of appointment by the Board which shall end no later than the earlier of the third anniversary of the appointment or the conclusion of the third AGM following the appointment
- 3.6.4 The Board shall have the power to remove any Trustee appointed pursuant to Article 3.6.1 or 3.6.2 at any time during such Trustee's term of office
- 3.7 A Trustee's term of office automatically terminates if he or she:
 - 3.7.1. is disqualified under the Charities Act from acting as a charity trustee;
 - 3.7.2. in the written opinion, given to the Society, of a registered medical practitioner who is treating that person or who has examined that person with a view to establishing his or her mental or physical state, has become incapable of acting as a director and may remain so for more than three months ,
 - 3.7.3 is absent without notice from four consecutive meetings of the Board and is asked by a majority of the other Trustees to resign;
 - 3.7.4. resigns by written notice to the Board (but only if at least six Trustees will remain in office);
 - 3.7.5 is removed by resolution of the Members pursuant to the provisions of the Companies Act; or
 - 3.7.6 is (without prejudice to the provisions of Article 3.6.4) removed by a resolution passed by four-fifths of the Trustees, provided that such a

Trustee has been given the opportunity to make representations at a meeting of the Trustees in advance of a resolution being put to the Board;

- 3.8 A technical defect in the appointment of a Trustee of which the Board is unaware at the time does not invalidate decisions taken at a Board meeting.
- 3.9 At each AGM one-third of the Trustees (other than those appointed pursuant to Article 3.6) 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 Trustee he or she must retire.
- 3.10 The Trustees to retire pursuant to Article 3.9 shall be those who have been longest in office since their last appointment. If any Trustees became or were appointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 3.11 If a Trustee is required to retire at an AGM by a provision of the Articles the retirement shall take effect upon the conclusion of the meeting.
- 3.12 A Trustee who has served for three consecutive terms may not be reappointed for a fourth consecutive term but may be reappointed after an interval of at least one year.

4 BOARD OF TRUSTEES PROCEEDINGS

- 4.1 The Board must hold at least three meetings each year.
- 4.2 A quorum at a meeting of the Board is three Trustees or fifty per cent of the Board members (if greater). If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or may act only for the purpose of filling vacancies or of calling a general meeting.
- 4.3 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Board in which all participants may communicate simultaneously with all the other participants provided that at least one meeting is held in person each year.
- 4.4 The Chairman or (if the Chairman is unable or unwilling to do so or if there is no Chairman) some other Trustee chosen by

the Trustees present shall preside at each Board meeting as chairman.

- 4.5. Unless otherwise provided in these Articles, any issue may be determined by a simple majority of the votes cast at a Board meeting, but a written resolution signed by at least two-thirds of the Trustees (other than any Conflicted Trustee) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document including email and facsimile documentation and will be treated as passed on the date of the last signature or receipt of email or facsimile
- 4.6. Except for the chairman of the meeting, who, in the case of an equality of votes, shall have a second or casting vote, every Trustee present has one vote on each issue
- 4.7. A procedural defect of which the Board is unaware at the time does not invalidate decisions taken at a meeting.

5. BOARD OF TRUSTEES' POWERS

The Board shall manage the business of the Society and may exercise all the powers of the Society unless they are subject to any restrictions imposed by the Companies Act, The Charities Act, these Articles or any special resolution and (without prejudice to the foregoing) the Board in addition has the following specific powers in the administration of the Society:

- 5.1. to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act;
- 5.2. to appoint (and remove) a Chairman and Deputy Chairman, and other honorary officers from among their number, subject to the provisions of Article 6;
- 5.3. to appoint (and remove) Patrons, ambassadors and Vice-Presidents;
- 5.4. to co-opt individuals who are not Trustees to a Committee of the Board, and the provisions of Articles 3.6.3, 3.6.4 and 3.7 shall (mutatis mutandis) apply to such co-opted Committee Members as they apply to co-opted Trustees;
- 5.5. to delegate any of their functions to Committees of the Board consisting of two or more individuals appointed by them,

provided that at least two members of every committee must be Trustees and all proceedings of committees must be reported promptly to the Board;

- 5.6 to delegate the day to day management of the Society to a Chief Executive Officer, or equivalent;
- 5.7 to make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings;
- 5.8 to make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees;
- 5.9 to make regulations consistent with the Articles and the Companies Act to govern the administration of the Society;
- 5.10 to establish procedures to assist the resolution of disputes or differences within the Society;
- 5.11 to make decisions as decisions of the Society which, subject to anything to the contrary in these Articles, the provisions of the Companies Act or an extraordinary resolution passed by the Members, shall be valid and binding on the Society and no decision of the Board that was valid at the time it was made shall be invalidated by a subsequent resolution passed by the Members.

6. HONORARY OFFICERS

- 6.1 Any Trustee may be elected by the Board as an honorary officer, such honorary officers including the Chairman, and Deputy Chairman subject always to the following provisions of this Article.
- 6.2 A Trustee appointed as Chairman shall serve a term as Chairman for a period of up to three years (such term of office to expire at the end of the first Board meeting following the third anniversary of the appointment), and shall be eligible for re-election for up to two further terms of three years as Chairman, provided always that if the Chairman's term of office as a Trustee shall cease, and he or she is not re-appointed as a Trustee, then his or her position as Chairman or shall similarly cease

- 6 3 A Trustee appointed as Deputy Chairman shall serve a term as Deputy Chairman for a period of up to two years (such term of office to expire at the end of the first Board meeting following the second anniversary of the appointment), and shall be eligible for re-election for two further terms of two years as Deputy Chairman, provided always that if the Deputy Chairman's term of office as a Trustee shall cease, and he or she is not re-appointed as a Trustee, then his or her position as Deputy Chairman shall similarly cease.
- 6 4 Any Honorary Officer may be removed by resolution of the Board.

7. BENEFITS TO MEMBERS AND TRUSTEES AND CONFLICTS

- 7.1 The property and funds of the Society must be used only for promoting the Objects and do not belong to the Members but, subject to the remainder of Article 7:

7.1.1 Members and associated persons (who are not Trustees) may enter into contracts with the Society and receive reasonable payment for goods or services supplied;

and, in relation to the following, subject always to Article 7.4

7.1.2 Members, Trustees, associated persons of Members and connected persons of Trustees may be paid interest at a reasonable rate on money lent to the Society;

7.1.3 Members, Trustees, associated persons of Members and connected persons of Trustees may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Society;

7.1.4 Members, Trustees associated persons of Members and connected persons of Trustees who are also beneficiaries of the Objects may receive charitable benefits in that capacity; provided that any Trustee must disclose his or her interest (or, as applicable, that of his or her connected person) to the Secretary and obtain the consent of the Board in advance of receiving any benefits referred to in Articles 7.1.2 or 7.1.3;

- 7.2. A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Society except:
- 7.2.1 as mentioned in Articles 2.24 (indemnity insurance), 7.1.2 (interest), 7.1.3 (rent) and 7.1.4 (charitable benefits) or 7.3 (contractual payments);
 - 7.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel, travel and communication costs) actually incurred in managing, monitoring and directing the Society;
 - 7.2.3 an indemnity in respect of any liabilities properly incurred in managing, monitoring and directing the Society (including the costs of a successful defence to criminal proceedings);
 - 7.2.4 payment to any company in which a Trustee has no interest other than a one per cent shareholding; and
 - 7.2.5 in exceptional cases, other payments, emoluments or benefits (but subject to Articles 7.3 to 7.5 and only with the written approval of the Commission in advance).
- 7.3. Save as provided in Article 7.2.5, a Trustee or connected person may not be an employee of the Society, nor enter into a contract with the Society to supply goods or services in return for a payment or other material benefit. In exceptional cases as envisaged by clause 7.2.5, contractual payments must only be made with the written approval in advance of a majority of Trustees not affected, and further provided that:
- 7.3.1 the goods or services are actually required by the Society, and the Board decide that it is in the best interests of the Society to enter into the contract;
 - 7.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services (reasonable for the purposes of this Article means such benefit for goods or services as would normally be negotiated between parties at arms' length) and is set at a meeting of

the Board in accordance with the procedure in Article 7.4; and

- 7.3.3 no more than one half of the Board of Trustees are interested in such a contract in any financial year,
- 7.4. Subject to Article 7.5, any Trustee who becomes a Conflicted Trustee in relation to a matter to be discussed at a meeting of the Board or a committee, must:
- 7.4.1 declare an interest at the meeting or at the meeting before discussion begins on the matter;
 - 7.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 7.4.3 not be counted in the quorum for that part of the meeting; and
 - 7.4.4 withdraw during the vote and have no vote on the matter.
- 7.5. When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Society to do so, may by resolution passed in the absence of the Conflicted Trustee, authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- 7.5.1 continue to participate in discussions leading to making of a decision and/or to vote, or
 - 7.5.2 disclose to a third party information confidential to the Society, or
 - 7.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or an associated person of any payment or material benefit from the Society, or
 - 7.5.4 refrain from taking any step required to remove the conflict.

7 6 This Article may not be amended without the written consent of the Commission in advance.

8. RECORDS AND ACCOUNTS

8 1 The Board must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission and, where applicable, the Office of the Scottish Regulator and the Charity Commission for Northern Ireland of:

8 1.1 annual returns;

8.1.2. annual reports; and

8.1.3.annual statements of account.

8 2 The Board must keep proper records of;

8.2.1.all proceedings at general meetings;

8.2.2 all resolutions of the Board of Trustees;

8.2.3. all proceedings at meetings of the Board of Trustees;

8.2.4. all reports of committees; and

8.2.5 all professional advice obtained.

8.3 Accounting records relating to the Society must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Board so decides,

8 4 A copy of the Society's Articles and the latest available statement of account must be supplied on request to any Trustee or Member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Society's reasonable costs

9. MEMBERSHIP

9.1 The Society may have any number of Members.

9.2 Membership of the Society is open to those (including those who have served or are currently serving as Trustees) who, in

the opinion of the Board, are individuals interested in promoting the Objects and who:

- 9.2.1 apply to the Society in the form required by the Board;
 - 9.2.2 are not employees of the Society; and
 - 9.2.3 are approved by the Board, or as delegated by the Board
- 9.3 The form and the procedure for applying for Membership is to be prescribed by the Board and may be delegated if deemed appropriate by the Board.
- 9.4. There shall be the following classes of Membership in respect of each of which the Board shall prescribe its respective privileges and duties and set the amounts of any subscriptions;
- 9.4.1 Life Members (each of whom shall be entitled, subject to the provisions of Article 9.6, to be a Member for life) who shall comprise the following.
 - a) Any person who is or has been a Trustee and who is invited by the Board to become a Life Member;
 - b) Donors or subscribers of such amount or amounts as the Board may from time to time determine;
 - c) Such people as Board may from time to time invite to be Honorary Life Members in consideration of special services or by virtue of their interest in blind welfare work or as representative of other institutions, societies and agencies for blind people;
 - 9.4.2 Such further classes of Membership as the Board may establish or recognise as well as one or more classes of supporters who are not Members (but who may nevertheless be termed as members).
- 9.6 Membership is terminated if the Member concerned
- 9.6.1 gives written notice of resignation to the Society;
 - 9.6.2 dies;

9.6.3 is more than six months in arrears in paying the relevant subscription, if any (but in such a case the Member may be reinstated on payment of the amount due); or

9 6.4 is removed from Membership by resolution of the Board on the ground that the Member's continued Membership is not in the best interests of the Society. The Board may only pass such a resolution after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 clear days after receiving notice.

9.7 Membership of the Society is not transferable.

GENERAL MEETINGS

10.1 Members are entitled to attend general meetings either personally or by proxy.

10.2 General meetings may be called by the Board who shall, on the requisition of such number of Members as prescribed in, and pursuant to, the provisions of the Companies Act, forthwith proceed to convene an EGM for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any Member of the Society may call a general meeting.

10.3 At an AGM the Members shall.

10.3 1 receive the accounts of the Society for the previous financial year;

10.3.2 receive the Board's report on the Society's activities since the previous such Board report;

10.3.3 elect Trustees; and

10.3 4 appoint auditors for the Society

10.3.5 consider any special business as proposed by the Board of Trustees.

10 4 Any general meeting which is not an AGM is an EGM.

- 10.5 Any general meeting shall be called by giving at least fourteen clear days' notice.
- 10.6 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted and, in the case of an AGM, shall specify the meeting as such.
- 10.7 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 10.8 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person or by proxy is at least twenty in number or ten per cent of the total Membership at any time if less). In the event that the chairman of the meeting or another Member holds one or more proxies, each of the proxies shall be treated as being separate Members for the purposes of calculating the quorum for the meeting.
- 10.9 If within half an hour after the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall stand adjourned until the same day in the next week at the same time and place or such other day, time and place as the Board may determine, and, if at the adjourned meeting a quorum is not present or ceases to be present, then the Member or Members present shall be a quorum.
- 10.10 The Chairman or (if the Chairman is unable or unwilling to do so) some other Member elected by those present presides at a general meeting as chairman.
- 10.11 The chairman of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned

meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give such notice.

10.12 Except where otherwise provided by the Articles or the Companies Act every issue shall be decided by a majority of the votes cast

10.13. Except for the chairman of the meeting, who, in the case of an equality of votes, shall have a second or casting vote, every Member present in person or by proxy shall have one vote on each resolution.

10 14 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded Subject to the provisions of the Act, a poll may be demanded:

10.14.1 by the chairman of the meeting; or

10 14 2 by at least four Members having the right to vote at the meeting;

10.14.3 by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting, and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

10.15 Unless a poll is duly demanded a declaration by the Chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

10 16 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

10.17 A poll shall be taken as the chairman of the meeting directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of

the poll. The chairman of the meeting has no authority however in exercising this power to extend the poll to Members of the Society who are not present at the meeting in question. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

10.18 A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman of the meeting directs, not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

10 19 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken

11. VOTES OF MEMBERS

11.1 On a show of hands or on a poll every Member present in person or by proxy shall have one vote.

11.2. Only a Member who shall have paid every subscription and other sum (if any), which shall be due and payable to the Society in respect of his Membership, shall (to the extent that he or she is otherwise entitled to do so) be entitled to be present or to vote on any question either personally or by proxy.

11.3 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Board of the authority of

the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than two business days before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

11.4 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

11.5 The appointment of a proxy shall be in writing, executed by or on behalf of the appointor and shall be in a form approved by the Board. Where it is desired to afford Members an opportunity of instructing the proxy how he or she shall act the instrument appointing a proxy shall be in a form, which may be electronic, approved by the Board,

11.6 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board may.

11.6.1 be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting, or in any instrument of proxy sent out by the society, in relation to the meeting, not less than two business days before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

11.6.2 in the case of a poll taken more than two business days after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than one business day before the time appointed for the taking of the poll; or

11.6.3 where the poll is not taken forthwith but is taken not more than two business days after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman or to the Secretary or to any Trustee and an instrument of proxy which is not

deposited or delivered in a manner so permitted shall be invalid; or

- 11.6.4 in the case of an appointment of a proxy contained in an electronic communication, where an electronic address has been specified for the purpose of receiving electronic communications:
- a) in the notice convening the meeting; or
 - b) in a form of appointment of proxy sent out by the society in relation to the meeting; or
 - c) in any invitation contained in an electronic communication to appoint a proxy issued by the Society in relation to the meeting

be received at such electronic address at two business days before the time fixed for holding the meeting or adjourned meeting or the taking of a poll at which the person named in the appointment proposes to vote.

11.7. A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll, unless notice of the determination was received by the Society at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

11.8 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:

11.8.1 a copy of the proposed resolution has been sent to every eligible member;

11.8.2 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

11.8.3 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.

11.9 A resolution in writing may comprise several copies to which one or more members have signified their agreement.

11.10 In the case of a member that is an organisation, its authorised representative may signify its agreement.

12. LIMITED LIABILITY

The liability of Members is limited.

13. GUARANTEE

Every Member promises, if the Society is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Society while he or she was a Member

14. NOTICES AND COMMUNICATIONS

14.1 Notices and other documents to be served on Members or the Board under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to Members generally) may be published in any suitable journal or national newspaper or any journal distributed by the Society or on the Society's website.

14.2 The only address at which a Member is entitled to receive notices sent by post is an address or electronic address shown in the register of Members.

14.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

14.3.1 on the business day on which it was sent by electronic means or delivered by hand to the relevant address (or the next business day if the date of sending or delivery was not a business day);

- 14.3.2 two business days after being sent by first class post to that address;
 - 14.3.3 three business days after being sent by second class or overseas post to that address;
 - 14.3.4 on the date of publication of a newspaper containing the notice;
 - 14.3.5 on being handed to the Member personally; or, if earlier,
 - 14.3.6 as soon as the Member acknowledges actual receipt.
- 14.4 A technical defect in the giving of notice of which the Board is unaware at the time does not invalidate decisions taken at a meeting.

15. DISSOLUTION

- 15.1 If the Society is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
- 15.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,
 - 15.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; and
 - 15.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance;
- 15.2 A final report and statement of account must be sent to the Commission.
- 15.3. This Article may be amended by special resolution but only with the prior written consent of the Commission.

16. INDEMNITY

Subject to the provisions of the Companies Act and of the Articles, every Trustee or other officer of the Society shall be entitled to be indemnified out of the assets of the Society against any liabilities, losses, costs and expenses incurred or sustained by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any

application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Society.

17. INTERPRETATION

17.1 In the Articles, unless the context indicates another meaning:

"AGM"

means an annual general meeting of the Society;

"Articles"

means the Society's articles of association,

"associated person"

means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Member or any company or business in or for which such a person is employed or is acting as agent or has any interest in excess of five per cent of the issued share capital or share of profits,

"Board"

means the Trustees,

"business day"

means any working day excluding weekends and English national holidays ending at 1700 hours;

"Society "

means the company governed by the Articles;

"Chairman"

means the chairman of the Board of Trustees appointed as detailed at Article 6;

"Charities Act"

means the Charities Act 2011;

"charitable purposes"

means a purpose that is regarded as charitable in the law of England and Wales, in the law of Scotland and in the law of

Northern Ireland, and the term "charitable" is to be interpreted in accordance with the law of England and Wales, the law of Scotland and the law of Northern Ireland;

"clear day"

means 24 hours from midnight following the relevant event;

"Commission"

means the Charity Commissioners for England and Wales,

"Companies Act"

means the Companies Acts 1985 to 2006 (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Society;

"Conflicted Trustee"

means a Trustee member in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or an associated person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Society, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Society;

"connected person"

means, in relation to a Trustee.

(a) **a child, parent, grandchild, grandparent, brother or sister of the Trustee;**

(b) **the spouse or civil partner of the Trustee or of any person falling within sub-clause (a) above;**

(c) **a person carrying on business in partnership with the Trustee or with any person falling within sub-clause (a) or (b) above;**

(d) **an institution which is controlled –**

(i) ***by the Trustee or any connected person falling within sub-clause (a), (b), or (c) above; or***

(ii) ***by two or more persons falling within sub-clause (d)(i), when taken together***

- (e) **a body corporate in which –**
- (i) ***the* Trustee *or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or***
- (ii) ***two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest.***

Sections 350 – 352 of the Charities Act apply for the purposes of interpreting the terms used in this article

"custodian"

means a person or body who undertakes safe custody of assets or of documents or records relating to them;

"EGM"

means an extraordinary general meeting of the Society;

"electronic means"

refers to communications addressed to specified individuals by telephone, facsimile or email or, in relation to meetings, by telephone conference call or video conference;

"financial expert"

means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

"financial year"

means the Society's financial year;

"firm"

includes a limited liability partnership;

"electronic communication" refers to communications addressed to specified individuals in writing by facsimile or email;

"financial expert"

means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

"financial year"

means the Society's financial year;

"firm"

includes a limited liability partnership;

"Life Members"

means those Members referred to at Article 9.4.1;

"material benefit"

means a benefit which may not be financial but has a monetary value,

"Member"

refers to a Member of the Society and means any duly approved Member of the Society, which shall include Life Members and such others class of membership as the Board of Trustees may from time to time determine in accordance with Article 9;

"Memorandum"

means the Society's Memorandum of Association;

"month"

means calendar month;

"nominee company"

means a corporate body registered or having an established place of business in England and Wales;

"Objects"

means the Objects of the Society as defined in Article 1;

"one per cent shareholding"

means an interest in shares in a company which represent no more than one per cent of the issued shares of the relevant class;

"Secretary"

means the company secretary of the Society;

"taxable trading"

means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax,

"Trustee"

means a director of the Society as defined in the Companies Act who is also a charity trustee as defined in the Charities Act;

"written" or In writing"

refers to a legible document whether on paper or in the form of an electronic communication; and

"year"

means calendar year.

17.2. Expressions defined in the Companies Act have the same meaning.

17.3. References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it

Companies Acts 1985 to 2006
Company Limited by Guarantee
MEMORANDUM OF ASSOCIATION
of
ROYAL SOCIETY FOR BLIND CHILDREN

(As altered by Special Resolution passed on 2 December 2015)

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Society, in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS



Dr Thomas Pey

On behalf of the Royal London Society for Blind People (Sole Member)
Victoria Charity Centre
11 Belgrave Road
London SW1V 1RB

DATED the 3rd March 2016

WITNESS to the above Signature:-



Alison Futtit, Company Secretary

Royal London Society for Blind People (Sole Member)
Victoria Charity Centre
11 Belgrave Road
London SW1V 1RB

DATED the 3rd March 2016