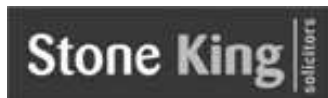


THE COMPANIES ACTS 1985 - 2006

**ARTICLES OF ASSOCIATION
OF
FILM ARCHIVES UK**

September 2011



COMPANIES ACTS 1985 - 2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

FILM ARCHIVES UK

1 NAME

The name of the company is **Film Archives UK** (the "Charity").

2 REGISTERED OFFICE

The registered office of the Charity is to be in England and Wales.

3 OBJECTS

3.1 The objects of the Charity are:

3.1.1 the advancement of the arts, for the public benefit, through the establishment and preservation of film archives in any medium throughout the world and specifically in the United Kingdom; and

3.1.2 the advancement of education in the arts by providing public access to preserved film, recordings, moving image and related media and furthering their use through research, learning and teaching,

(the "Objects").

3.2 This provision may be amended by special resolution but only with the prior written consent of the Commission.

4 POWERS

The Charity has the following powers which may be exercised only in promoting the Objects:

4.1 to foster a network, formal or informal, between existing and future British moving image archives;

4.2 to accredit, establish and maintain courses in film archiving and related subjects at an institution of higher or further education;

4.3 to establish and maintain codes of best practice in film and moving image archiving;

4.4 to promote or carry out research, surveys, studies or other work, making the useful results available;

4.5 to provide advice on archiving policy in relation to film, moving image and related media;

4.6 to provide, publish or distribute information;

- 4.7 to advertise in such manner as may be thought expedient;
- 4.8 to co-operate with other bodies;
- 4.9 to support, administer or set up other charities;
- 4.10 to establish charitable trusts for any particular purposes of the Charity, to act as trustees of such special charitable trust whether established by the Charity or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its Objects;
- 4.11 to raise funds (but not by means of Taxable Trading);
- 4.12 to receive and administer bequests and donations;
- 4.13 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
- 4.14 to acquire or hire property of any kind;
- 4.15 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.16 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.17 to set aside funds for special purposes or as reserves against future expenditure;
- 4.18 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it;
- 4.19 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.19.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 4.19.2 timely reports of all transactions are provided to the Trustees;
 - 4.19.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.19.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.19.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.19.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;

- 4.19.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.20 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.21 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.22 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.23 to provide indemnity insurance for the Trustees or any other officer of the Charity in relation to any such liability as is mentioned in Article 4.29, but subject to the restrictions specified in Articles 4.30 and 4.31;
- 4.24 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.25 to enter into contracts to provide services to or on behalf of other bodies;
- 4.26 to establish or acquire subsidiary companies;
- 4.27 to pay the costs of forming the Charity; and
- 4.28 to do anything else within the law which promotes or helps to promote the Objects.
- 4.29 The liabilities referred to in Article 4.23 are:
- 4.29.1 any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;
- 4.29.2 the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).
- 4.30 The following liabilities are excluded from Article 4.29.1:
- 4.30.1 fines;
- 4.30.2 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
- 4.30.3 liabilities to the Charity that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not;
- 4.31 There is excluded from Article 4.29.2:

any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

5 BENEFITS AND CONFLICTS FOR MEMBERS AND TRUSTEES

5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:

5.1.1 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; and

subject to compliance with Article 5.4:

5.1.2 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;

5.1.3 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and

5.1.4 Members, Trustees and Connected Persons who are beneficiaries may receive charitable benefits in that capacity.

5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:

5.2.1 as mentioned in Articles 4.23, 4.29 to 4.31, 5.1.2, 5.1.3, 5.1.4, or 5.3;

5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;

5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

5.2.4 payment to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or

5.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and subject, where required by the Act, to the approval or affirmation of the Members).

5.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 5.2.5, but any Trustee or Connected Person may enter into a written contract with the Charity (stating the maximum to be paid), to supply goods or services in return for a payment or other material benefit but only if:

5.3.1 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;

- 5.3.2 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 Article 5.4; and
- 5.3.3 no more than a minority of the Trustees are subject to such a contract in any financial year.
- 5.4 Subject to Article 5.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
 - 5.4.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - 5.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 5.4.3 not be counted in the quorum for that part of the meeting; and
 - 5.4.4 be absent during the vote and have no vote on the matter.
- 5.5 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 Charity 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:
 - 5.5.1 to continue to participate in discussions leading to the making of a decision and or to vote, or
 - 5.5.2 to disclose information confidential to the Charity to a third party, or
 - 5.5.3 to take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity, or to refrain from taking any step required to remove the conflict.
- 5.6 A Conflicted Trustee who obtains (other than through his position as an Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 5.4 and then withholds such confidential information from the Charity.
- 5.7 For any transaction or arrangement authorised under Articles 4.23 to 4.26, 5.1.2 to 5.1.4, 5.2 and 5.3, the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 5.4 have been followed.
- 5.8 This Article may not be amended without the prior written consent of the Commission.

6 MEMBERSHIP

- 6.1 The Charity must maintain a register of Members.
- 6.2 The first Members of the Charity shall be the subscribers to the Memorandum of Association.

- 6.3 Subsequent Members of the Charity shall be any film archive that is situated in the United Kingdom (or in the case of an unincorporated association a duly appointed representative) which:
- 6.3.1 is interested in promoting the Objects and in particular the preservation of moving image and sound for the purposes of advancing the arts and education;
 - 6.3.2 is proposed by the Council to be a Member and approved by the Trustees to be a Member; and
 - 6.3.3 agrees to pay any relevant subscription fee as determined by the Trustees.
- 6.4 Every Member must consent in writing to become a Member, and the form and procedure for applying for Membership is to be prescribed by the Trustees.
- 6.5 Membership is terminated if the Member concerned:
- 6.5.1 gives written notice of resignation to the Charity;
 - 6.5.2 dies or ceases to exist (as the case may be);
 - 6.5.3 is 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
 - 6.5.4 is removed from Membership by resolution of the Trustees on the grounds that in their reasonable opinion the Member's continued Membership is harmful or detrimental to the Charity (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within fourteen Clear Days after receiving notice).
- 6.6 Membership of the Charity is not transferable.
- 6.7 The Trustees may establish different classes of Membership and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed "members") and set out their respective rights and obligations.
- 6.8 A Member of the Charity (which is not an unincorporated association) shall nominate any one person to act as its duly authorised representative at any meeting of the Charity, provided that:
- 6.8.1 the Member must give written notice to the Charity of the name of its representative. The nominee shall not be entitled to represent the Member at any meeting unless the notice has been received by the Charity. The nominee may continue to represent the Member until written notice to the contrary is received by the Charity;
 - 6.8.2 any notice given to the Charity will be conclusive evidence that the nominee is entitled to represent the Member or that his or her authority has been revoked. The Charity shall not be required to consider whether the nominee has been properly appointed by the Member;

6.8.3 the duly authorised representative of an unincorporated organisation shall be entered in the register of Members as the Member, with the name of the unincorporated organisation which they represent noted next to them.

6.9 Each Member of the Charity may appoint one person to represent it on the Council provided that the Member gives notice of such person to the Charity in accordance with Article 6.10 (each such person being a "**Council member**").

6.10 Any removal or appointment of a Council member pursuant to Article 6.9 shall be in writing, signed by or on behalf of the relevant Member and sent to the Charity at its registered office, marked for the attention of the Trustees or delivered to a duly constituted meeting of the Trustees. Any such appointment or removal of a Council member shall take effect as at the time specified in such notice.

7 **LIMITED LIABILITY**

The liability of Members is limited.

8 **GUARANTEE**

Every Member promises if the Charity is dissolved while he she or it remains a Member or within twelve months afterwards to contribute up to one pound (£1) towards the costs of dissolution and the liabilities incurred by the Charity while he she or it was a Member.

9 **GENERAL MEETINGS OF MEMBERS**

9.1 **General Meetings**

9.1.1 Members are entitled to attend general meetings. A general meeting may be called at any time by the Trustees and must be called on a request from the requisite number of Members in accordance with the Act.

9.1.2 A Trustee or Secretary shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any general meeting.

9.2 **Notice**

9.2.1 Subject to Article 9.2.2, general meetings are called on at least fourteen Clear Days' notice (unless the Act requires a longer notice period) specifying: the time, date and place of the meeting; the general nature of the business to be transacted; and notifying Members of their right to appoint a proxy.

9.2.2 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.

9.2.3 Notice of general meetings should be given to every Member and Trustee, and to the Charity's auditors.

9.2.4 The proceedings at a general 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.

9.3 **Quorum**

9.3.1 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 or by the duly authorised representative of an organisation, is at least five.

9.3.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.

9.4 **Chairperson of the Meeting**

9.4.1 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee elected by the Trustees presides at a general meeting.

9.4.2 If no Trustee is willing to act as chairperson, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairperson.

9.5 **Adjournment**

The chairperson 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 any such notice.

9.6 **Voting General**

9.6.1 On a show of hands or a poll every Member who is present (in person or by proxy or by a duly authorised representative, as the case may be) shall have one vote.

9.6.2 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 chairperson whose decision shall be final and conclusive.

9.7 **Proxy Voting**

9.7.1 On a poll or a show of hands, votes may be given either personally or by the duly authorised representative of an organisation or by proxy.

9.7.2 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Trustees which:

(A) states the name and address of the Member, or the duly authorised representative of an organisation, appointing the proxy;

(B) identifies the person appointed to be that Member's, or the duly authorised representative of an organisation's, proxy and the general meeting in relation to which that person is appointed;

(C) is executed by or on behalf of the Member, or the duly authorised representative of an organisation, appointing the proxy; and

- (D) is delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.

9.7.3 The appointment of 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 Trustees may:

- (A) in the case of an instrument in Hard Copy Form be deposited at the Charity's registered 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 Charity in relation to the meeting not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (B) in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:
 - (i) in the notice convening the meeting, or
 - (ii) in any instrument of proxy sent out by the Charity in relation to the meeting, or
 - (iii) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Charity in relation to the meeting,

be received at such address not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;
- (C) in the case of a poll taken more than forty eight hours (excluding public holidays and weekends) after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than twenty four hours (excluding public holidays and weekends) before the time appointed for the taking of the poll; or
- (D) where the poll is not taken immediately but is taken not more than forty eight hours (excluding public holidays and weekends) after it was demanded, be delivered at the meeting at which the poll was demanded to the chairperson or to any Trustee;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

9.7.4 A vote given or poll demanded by the duly authorised representative of an organisation or 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 Charity at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received 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.

9.7.5 An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

9.8 **Written Resolutions**

Subject to the provisions of the Act:

9.8.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members;

9.8.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution;

9.8.3 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution;

9.8.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution;

9.8.5 A Member indicates his or her agreement to a written resolution when the Charity receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it by the Member's, or its duly authorised representative's, signature. A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution,

and a written resolution signed by the duly authorised representative of a Member, shall be as valid as a written resolution signed by the Member.

9.9 **AGMs**

9.9.1 Except at first, the Charity must hold an AGM in every year which all Members are entitled to attend. The first AGM must be held within eighteen months after the Charity's incorporation.

9.9.2 At an AGM the Members:

- (A) receive the accounts of the Charity for the previous financial year;
- (B) receive the Trustees' report on the Charity's activities since the previous AGM;
- (C) accept the retirement of those Trustees who wish to retire or who are retiring by rotation;

- (D) elect persons to be Trustees to fill vacancies arising;
- (E) appoint reporting accountants or auditors for the Charity; and
- (F) discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

9.10 **EGMs**

9.10.1 Any general meeting which is not an AGM is an EGM.

10 **THE TRUSTEES**

- 10.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 10.2 The first Trustees shall be those notified to Companies House as the first directors of the Charity.
- 10.3 The Trustees shall be appointed by a majority of the Council members. The Council members shall be entitled to remove a Trustee from office. Any removal or appointment of a Trustee by the Council members shall be in writing and sent to the Charity at its registered office, marked for the attention of the Trustees or delivered to a duly constituted meeting of the Trustees. Any such appointment or removal of a Trustee shall take effect as at the time specified in such notice.
- 10.4 Subject to Article 10.5, the Trustees may at any time and by majority decision co-opt up to three additional persons to act as Trustees.
- 10.5 The Trustees when complete shall consist of at least three and not more than eight.
- 10.6 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees.
- 10.7 Every Trustee when appointed shall serve for a term of three years at the expiration of which they shall retire.
- 10.8 A retiring Trustee shall be eligible for re-election for a further period but thereafter a Trustee shall not be eligible for re-appointment until one year after his or her retirement. In this Article a 'year' means the period between one AGM and the next.
- 10.9 A Trustee's term of office automatically terminates if he or she:
 - 10.9.1 is disqualified under the Charities Act from acting as a Charity Trustee;
 - 10.9.2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 10.9.3 is absent without permission of the Trustees from three consecutive meetings and is asked by a majority of the Trustees to resign;
 - 10.9.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);

10.9.5 is removed by resolution passed by the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views; or

10.9.6 in the case of a Trustee appointed by the Council under Article 10.3, the Council gives notice to the Charity that the Trustee is to be removed from office.

10.10 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

11 PROCEEDINGS OF TRUSTEES

11.1 The Trustees must hold at least three meetings each year.

11.2 A quorum at a meeting of the Trustees is three Trustees or fifty percent of the total number of Trustees, whichever is the greater.

11.3 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.

11.4 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

11.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

11.6 Except for the chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.

11.7 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; and a Trustee must comply with the requirements of Article 5.

11.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

12 COUNCIL

The Council members have the following powers in the administration of the Charity:

12.1 to appoint and remove Trustees pursuant to Article 10.3;

12.2 to appoint (and remove) from amongst the Trustees, a Chairperson, deputy-chair, Treasurer and other honorary officers of the Trustees; and

12.3 to change the name of the Charity.

13 **TRUSTEES**

- 13.1 The Trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity provided that such rules shall not enable the Trustees to do anything that the Trustees do not themselves have the power to do.
- 13.2 The Trustees shall have the following powers in the administration of the Charity:
- 13.2.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary to the Charity;
 - 13.2.2 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees) and in particular to establish an Executive Committee in accordance with Article 13;
 - 13.2.3 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
 - 13.2.4 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
 - 13.2.5 to make regulations consistent with these Articles and the Act to govern the administration of the Charity and the use of its seal (if any);
 - 13.2.6 to establish procedures to assist the resolution of disputes within the Charity; and
 - 13.2.7 to exercise any powers of the Charity which are not reserved to the Members or to the Council members.

14 **OBSERVERS**

- 14.1 At the request of the Trustees any officer or representative of a Member or other individual with expertise of benefit to the Charity may attend any Member, Council or Trustee meeting as an Observer.
- 14.2 An Observer who attends any Member, Council or Trustee meeting may provide their opinion to the meeting when so requested and answer such questions as the meeting puts to them.
- 14.3 An Observer who attends any Member, Council or Trustee meeting shall not count in the quorum for that meeting, shall not participate in any discussion (unless specifically asked to do so by the meeting) and shall not have any right to vote on any matter put before the meeting.
- 14.4 An Observer, for the avoidance of doubt, shall not have the rights of a duly authorised representative under Article 6.8.

15 **RECORDS & ACCOUNTS**

- 15.1 The Trustees must comply with the requirements of the 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 of:
- 15.1.1 annual reports;
 - 15.1.2 annual returns; and
 - 15.1.3 annual statements of account.
- 15.2 The Trustees must keep records of:
- 15.2.1 all proceedings at general meetings;
 - 15.2.2 all proceedings at meetings of the Trustees;
 - 15.2.3 all reports of committees; and
 - 15.2.4 all professional advice obtained.
- 15.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.
- 15.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

16 **MEANS OF COMMUNICATION TO BE USED**

(In this Article "**Document**" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

- 16.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.
- 16.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.
- 16.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.
- 16.4 The Charity may deliver a Document to a Member:
- 16.4.1 by delivering it by hand to the postal address recorded for the Member on the register;

16.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;

16.4.3 by fax (except a guarantee certificate) to a fax number notified by the Member in writing;

16.4.4 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing;

16.4.5 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing; or

16.4.6 by advertisement in at least two national newspapers.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

16.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

16.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:

16.6.1 forty eight hours after it was posted, if first class post was used; or

16.6.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:

16.6.3 properly addressed; and

16.6.4 put into the post system or given to delivery agents with postage or delivery paid.

16.7 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered at the time it was sent.

16.8 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered at the time it was sent.

16.9 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

16.10 If a Document is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

16.11 A technical defect in the giving of notice of which the Trustee is unaware at the time does not invalidate decisions taken at a meeting.

16.12 A Member present in person, by duly authorised representative of an organisation or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.

16.13 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.

17 **EXCLUSION OF MODEL ARTICLES**

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 1 to the Companies (Model Articles) Regulations 2008) are hereby expressly excluded.

18 **INDEMNITY**

Subject to the provisions of the Act every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in that capacity in defending any proceedings whether civil or criminal in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence default breach of duty or breach of trust in relation to the affairs of the Charity.

19 **DISSOLUTION**

19.1 If the Charity 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 as the Trustees may decide:

19.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

19.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or

19.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

19.2 A final report and statement of account must be sent to the Commission.

19.3 Nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 Charities and Trustee Investment (Scotland) Act 2005.

19.4 This Article may not be amended without the prior written consent of the Commission.

20 **INTERPRETATION**

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

20.2 Throughout these Articles of Association, "charitable" means charitable in accordance with the law of England and Wales, provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005. For the avoidance of doubt, the

system of law governing the Articles of Association of the Charity is the law of England and Wales.

20.3 In these Articles:

“**Act**” means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity;

“**Address**” includes a number or address used for the purposes of sending or receiving documents by Electronic Means;

“**AGM**” means an annual general meeting of the Charity;

“**these Articles**” means these articles of association;

“**Chairperson**” means the person elected under Article 12.1 to chair Trustees’ meetings and other meetings as laid out in these Articles;

“**Charities Act**” means the Charities Acts 1992 to 2006, including any statutory modifications or re-enactment thereof for the time being in force, and any provisions of the Charities Act 2006 for the time being in force;

“**Charity**” means the company governed by these Articles;

“**Charity Trustee**” has the meaning prescribed by section 97(1) of the Charities Act 1993;

“**Circulation Date**” *has the meaning prescribed by section 290 of the Companies Act 2006;*

“**Clear Day**” means 24 hours from midnight following the relevant event;

“**the Commission**” means the Charity Commission for England and Wales or any body which replaces it;

“**Conflicted Trustee**” means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

“**Connected Person**” means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than one per cent of the voting rights;

“**Council**” means the council of Council members, which has those powers described in these Articles;

“**Council member**” has the meaning given to it in Article 6.9;

“**EGM**” means an extraordinary general meeting of the Charity;

“**Electronic Form**” and “**Electronic Means**” have the meanings respectively prescribed to them in the Companies Act 2006;

“**Eligible Member**” has the meaning prescribed by the Companies Act 2006;

“**executed**” includes any mode of execution;

“**film**” has the meaning given to it in Part 1 of the Copyright, Designs and Patents Act 1988;

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

“**firm**” includes Limited Liability Partnership;

“**Hard Copy Form**” has the meaning prescribed by the Companies Act 2006;

“**Member**” and “**Membership**” refer to company membership of the Charity;

“**Memorandum**” means the Charity’s memorandum of association;

“**month**” means calendar month;

“**Objects**” means the Objects of the Charity as defined in Article 3;

“**Observer**” means an individual invited to observe a meeting of the Charity in accordance with Article 14;

“**Secretary**” means the Secretary of the Charity;

“**Taxable Trading**” means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax;

“**Trustee**” means a director of the Charity and “**Trustees**” means the directors;

“**written**” or “**in writing**” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by, Hard Copy, Electronic Means or otherwise; and

“**year**” means calendar year.

20.4 Expressions not otherwise defined which are defined in the Act have the same meaning.

20.5 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.

