

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF ONE25 LIMITED

**Incorporated under the Companies Act 2006
on 2024**

Company No 03362644

The Companies Act 2006
A COMPANY LIMITED BY GUARANTEE
Articles of Association
of
One25 Limited

1. INTERPRETATION

1.1 In these Articles, the words in the first column of the table below, shall bear the meanings set opposite to them in the second column, if not inconsistent with the subject or context:

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| the Act | the Companies Act 2006 and every statutory modification, replacement or re-enactment of it for the time being in force. |
| the or these Articles | the Articles of Association of the Charity, as amended from time to time. |
| Board | the Board of Trustees. |
| Chair | the chair of Trustees appointed in accordance with these Articles. |
| Charity | the company regulated by these Articles. |
| Charity Commission | the Charity Commission for England and Wales. |
| Clear Day | in relation to a period of notice means that period excluding the day when the notice is given or is deemed to be given and the day for which it is given or on which it is to take effect. |
| Connected Person | includes: <ul style="list-style-type: none">(a) any child, parent, grandchild, grandparent, brother or sister of a Trustee (and includes any step-child or illegitimate child);(b) the spouse, civil partner of a Trustee or any person falling within (a) (and includes any person with whom a Trustee lives as partner in an enduring relationship);(c) a person carrying on business in partnership with a Trustee or with any person falling within (a) or (b);(d) an institution which is controlled: (i) by a Trustee or by any person falling within (a), (b) or (c), or (ii) by two or more persons falling within (d)(i), when taken together; and(e) a body corporate in which (i) a Trustee or any connected person falling within any of paragraphs (a) to (c) has a substantial interest, or (ii) two or more persons falling within (e)(i) when taken together, have a substantial interest; |

and 'controlled' and 'substantial interest' have the meaning provided in ss351 to 352 Charities Act 2011.

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| a director | means a director of the Charity, and includes any person occupying the position of director, by whatever name called. In these Articles, a director may also be known as a Trustee. |
| Electronic Form | something sent by electronic means (as defined by the Act), such as an email or fax, or by any other means while still being in electronic form. |
| Eligible Trustees | all Trustees who would be entitled to vote on a resolution at a Board meeting. |
| Financial Expert | an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000. |
| General Meeting | a general meeting of the Members of the Charity. |
| Member | a member of the Charity for the purposes of the Act and Members means all the members. |
| the Objects | the objects of the Charity set out in Article 4. |
| the Office | the registered office of the Charity. |
| the Register | the register of members of the Charity kept pursuant to the Act. |
| the Seal | the common seal of the Charity, if it has one. |
| the Secretary | any person appointed to perform the duties of secretary of the Charity. |
| the Treasurer | any person appointed to perform the duties of treasurer of the Charity in accordance with these Articles. |
| a Trustee | a director of the Charity and Trustees means all the directors. |
| Vice Chair | the vice chair of Trustees appointed in accordance with these Articles. |
| in writing or written | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise. |

1.2 Unless specifically stated otherwise:

- 1.2.1 Words or expressions bear the same meaning as in the Act as in force on the date when these Articles become binding on the Charity;
- 1.2.2 Words denoting the singular include the plural and vice versa;
- 1.2.3 Words denoting any one gender include all genders;
- 1.2.4 Each reference to **person** includes a reference to a body corporate, unincorporated association, government, local authority, state, partnership, scheme, fund and trust (in each case, whether or not having separate legal personality); and

1.2.5 General words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

1.3 The Companies (Model Articles) Regulations 2008 shall not apply to the Charity.

2. NAME & OFFICE

2.1 The name of the Charity is One25 Limited (or such other name as the Trustees shall from time to time decide).

2.2 The Office of the Charity will be situated in England.

3. GUARANTEE

Every Member undertakes that if the Charity is wound up while they are a Member, or within one year after they cease to be a Member, that Member will contribute to the assets of the Charity such amount as may be required for the payment of the debts and liabilities of the Charity contracted before they cease to be a Member, payment of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves not exceeding £10.

4. OBJECTS

4.1 The Charity's objects ("**Objects**") are specifically restricted to the following:

4.1.1 to promote social inclusion for the public benefit by preventing people, particularly women in the Bristol area who are, may become or have been engaged in the sex industry, from becoming socially excluded, relieving the needs of such people who are socially excluded and assisting them to integrate into society.

4.1.2 For the purpose of this clause 'socially excluded' means being excluded from society, or parts of society as a result of one of more of the following factors:

- (a) unemployment;
- (b) financial hardship;
- (c) substance abuse or dependency including alcohol and drugs;
- (d) discrimination on the grounds of sex, race, disability, ethnic origin, religion, belief, creed, sexual orientation or gender re-assignment;
- (e) poor educational or skill attainment;
- (f) relationship and family breakdown;
- (g) poor housing (that is housing that does not meet basic habitable standards; and
- (h) crime (either as a victim of crime or as an offender rehabilitating into society).

5. POWERS

5.1 In furtherance of the Objects but not further or otherwise, the Charity shall have the following powers (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects):

5.1.1 to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may

be necessary for the promotion of the Objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Charity;

- 5.1.2 subject to such consents as may be required by law, to sell, exchange, let, mortgage, charge, grant or create security over, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Charity;
- 5.1.3 subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of the Charity in such manner as may be thought fit and in particular by mortgages of, or charges upon or security over, the undertaking and all or any of the real and personal property or assets (present and future) of the Charity or by the creation and issue of debentures, debenture stock or other obligations or securities of any description;
- 5.1.4 to raise funds and organise appeals and invite and receive contributions from any person whatsoever by way of subscription (whether or not under deed of covenant), donation and otherwise, and whether or not subject to any special trusts or conditions. Provided that the Charity shall not undertake any permanent trading activities in raising funds, the profits of which are liable to tax, otherwise than for carrying out the Objects,
- 5.1.5 to set aside funds for special purposes or as reserves against future expenditure;
- 5.1.6 to invest the monies of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to vary the investments in such manner as may from time to time be determined subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 5.1.7 to delegate the management of investments to a Financial Expert but only on terms that:
 - (a) the investment policy is set down in writing for the Financial Expert by the Trustees;
 - (b) every transaction is reported promptly to the Trustees;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (d) the Trustees are entitled to cancel the delegation arrangements at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) 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; and
 - (g) the Financial Expert must not do anything outside the powers of the Trustees.
- 5.1.8 to arrange for investments or other property or assets of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) acting under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 5.1.9 to encourage groups of persons to form branches, friends groups or other voluntary groups and provide an organisation within which they should conduct their business which must be for, or conducive to, the Objects and at its discretion to dissolve any such branches, friends groups or other voluntary groups or dissociate them from the Charity. Each branch, friends group or other voluntary group shall be constituted and its affairs shall be carried on in accordance with regulations approved from time to time by the Trustees;

- 5.1.10 to establish, support, act as trustee of or aid in the establishment and support of any charitable associations, institutions or trusts and to subscribe or guarantee money for charitable purposes in any way connected with the Objects or which shall further the Charity's interests or any of them;
- 5.1.11 to employ staff and to make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Charity and their spouses, civil partners, widows, widowers and other dependants and to provide life, health, accident and other insurances and other benefits (financial or otherwise) to or for the benefit of any of them;
- 5.1.12 to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them, or any one of them, in respect of any negligence, default, breach of trust or breach of duty in relation to the Charity. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees, or Trustee concerned, knew to be a breach of trust or breach of duty or which was committed by the Trustees or Trustee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees, or any Trustee, in their capacity as Trustees, or a Trustee, of the Charity;
- 5.1.13 to insure the property and assets of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 5.1.14 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;
- 5.1.15 to subscribe to, support, affiliate, become a member of, transfer all or any of the Charity's property to, amalgamate with or cooperate with any other charitable organisation, institution, society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are, wholly or in part, similar to those of the Charity and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Charity;
- 5.1.16 to purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Charity of any one or more of the charitable organisations, institutions, societies or bodies having objects altogether or in part similar to the Objects;
- 5.1.17 to use any form of media and communication including but not limited to printing and publishing any newspaper, periodicals, books, articles or leaflets using films, television, video and the internet;
- 5.1.18 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 5.1.19 to undertake or support research in furtherance of the Objects and to publish the useful results of such research;
- 5.1.20 in so far as is permitted by law, to give all kinds of indemnities and to guarantee the performance of the obligations and liabilities of any person in each case either with or without the Charity receiving any consideration or advantage;
- 5.1.21 to arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and training courses;

- 5.1.22 to provide financial assistance, to make grants or loans of money, to give guarantees and donations to and to provide equipment and apparatus;
- 5.1.23 to make applications for consent under bye-laws or regulations and other like applications;
- 5.1.24 to pay out of the funds of the Charity the costs, charges and expenses of, and incidental to, the formation and registration of the Charity;
- 5.1.25 to enter into contracts and provide services to or on behalf of other bodies;
- 5.1.26 to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 5.1.27 to acquire, take over and accept from an unincorporated body by disposition, conveyance, assignment or transfer the whole of the assets and property both real and personal of the unincorporated body and where necessary to give to any trustees in whom the said assets or property may be vested (whether or not they are the same individuals as the Trustees) a valid receipt, discharge and indemnity for and in respect of the transfer of the same to the Charity and without prejudice to the generality of the foregoing to assume responsibility for all undertakings and engagements of whatever kind of the unincorporated body and to carry out all the requirements of the same so far as is legally possible to the same extent and in the same manner as the unincorporated body would have done;
- 5.1.28 to do all such other lawful and charitable things as shall further the attainment of the Objects.

6. USE OF INCOME AND PROPERTY

- 6.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 6.2 A director:
 - 6.2.1 is entitled to be reimbursed from the property of the charity or may pay out such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
 - 6.2.2 may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with and subject to conditions in section 189 of the Charities Act 2011.
 - 6.2.3 may receive an indemnity from the charity in the circumstances specified in article 24.
- 6.3 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a director receiving:
 - 6.3.1 a benefit from the Charity in the capacity of a beneficiary of the Charity
 - 6.3.2 reasonable and proper remuneration for any good or services supplied to the Charity or under a contract of employment with the Charity.

Provision of goods and services, employment, other remuneration/financial benefits – directors/Connected Persons

- 6.4 No director or Connected Person may:
 - 6.4.1 Buy any goods or services from the Charity on terms preferential to those applicable to members of the public;

- 6.4.2 Sell goods, services, or any interest in land to the Charity;
- 6.4.3 Be employed by, or receive any remuneration from the Charity;
- 6.4.4 Receive any other financial benefit from the Charity;

Unless:

- (a) The payment is permitted by Article 6.5 or;
- (b) The directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

6.5 Scope and powers permitted directors'/Connected Persons' benefits

- 6.5.1 A director or Connected Person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the directors do not benefit in this way.
- 6.5.2 A director or Connected Person may enter into a contract for the supply of services, to the Charity by the director or Connected Persons.
- 6.5.3 Subject to article 6.7, a director or Connected Person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the director or Connected Persons.
- 6.5.4 A director or Connected Person may receive interest on money lent to the Charity at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the directors.
- 6.5.5 A director or Connected Person may receive rent for premises let by the director or Connected Person to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper and provided that the director concerned shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 6.5.6 The directors may arrange for the purchase, out of the funds of the Charity, of insurance designed to indemnify the directors in accordance with the terms of and subject to the conditions in, section 189 of the Charities Act 2011.
- 6.5.7 A director or Connected Person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

Payment for supply of goods only – controls

- 6.6 The Charity and its directors may only rely upon the authority provided by article 6.5.3 if each of the following conditions is satisfied:
 - 6.6.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between:
 - (a) The charity or its directors (as the case may be); and
 - (b) The director or Connected Person supplying the goods ("the Supplier") under which the Supplier is to supply the goods in question to or on behalf of the Charity.
 - 6.6.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

- 6.6.3 The other directors are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than with someone who is not a director or Connected Person. In reaching that decision the directors must balance the advantage of contracting with a director or Connected Person against the disadvantage of doing so.
- 6.6.4 The Supplier is absent from the part of any meeting at which there is a discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity.
- 6.6.5 The Supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of directors is present at the meeting.
- 6.6.6 The reason for their decision is recorded by the directors in the minute book.
- 6.6.7 A majority of the directors then in office are not in receipt or payments authorised by article 6.4.
- 6.7 In Articles 6.2, 6.4, 6.5 and 6.6, "Charity" shall include any company in which the Charity:
 - 6.7.1 holds more than 50% of the shares; or
 - 6.7.2 controls more than 50% of the voting rights attached to the shares; or
 - 6.7.3 has the right to appoint one or more directors to the board of the company.

7. CONFLICTS OF INTEREST

- 7.1 To the extent required by law every Trustee must disclose to the Charity all matters in which they or a Connected Person has an interest which could, directly or indirectly, conflict with the interests of the Charity.
- 7.2 To the extent required by law every Trustee is obliged to avoid situations in which they have (or could have) a direct or indirect interest that conflicts (or could conflict) with the interests of the Charity. Where a Trustee is unable to avoid such a situation, this obligation is not infringed if:
 - 7.2.1 the situation could not reasonably be regarded as likely to give rise to a conflict of interest; or
 - 7.2.2 the matter has been proposed and authorised by the Trustees in the manner set out in Article 7.3.
- 7.3 A matter proposed to the Trustees, in relation to which a Trustee(s) is/are conflicted, may only be authorised by the Trustees where:
 - 7.3.1 subject to Article 7.4, any requirements as to the quorum at the Board meeting at which the matter is considered is met without counting the Trustee(s) in question;
 - 7.3.2 the matter is authorised without the Trustee(s) in question voting on the matter (or would have been agreed to had their vote not been counted); and
 - 7.3.3 the Trustee(s) in question is absent from the Board meeting for that item unless expressly invited to remain to provide information.
- 7.4 Where there are insufficient Eligible Trustees to form a quorum at a Board meeting (or part of it) the Eligible Trustees present shall be deemed to form a quorum for the purposes of authorising the matter proposed to them under Article 7.2.2 provided that:
 - 7.4.1 they are satisfied that the Trustee(s) in question will not receive any direct or indirect benefit other than one permitted by the these Articles; and

- 7.4.2 the total number of Trustees at the Board meeting is equal to or higher than the usual quorum for the Board.
- 7.5 Subject to Article 7.6, where a Trustee or Connected Person has a direct or indirect interest in any proposed transaction or arrangement with the Charity, the Trustee must:
- 7.5.1 declare the nature and extent of that interest either at a Board meeting or by written notice before the Charity enters into the transaction or arrangement;
- 7.5.2 be absent from the Board meeting for that item unless expressly invited to remain in order to provide information;
- 7.5.3 not be counted in the quorum for that part of the Board meeting; and
- 7.5.4 be absent during any vote and have no vote on the matter (whether in a Board meeting or by written resolution).
- 7.6 Notwithstanding Article 7.5, a Trustee who is interested in a proposed transaction or arrangement with the Charity may participate in the decision-making process and count towards the quorum for that part of the Board meeting, and be permitted to vote, if the proposed transaction or arrangement is one falling within Article 7.7 (**a permitted cause**).
- 7.7 This Article applies when a Trustee's interest in a proposed transaction or arrangement cannot reasonably be regarded as likely to give rise to a conflict of interest, or the Trustee's conflict of interest arises from any of the following permitted causes:
- 7.7.1 where the proposed transaction or arrangement is one which applies to the Trustee(s) in question in common with other third parties and there is no benefit to the Trustee(s) in question over and above that afforded to such third parties;
- 7.7.2 any transaction or arrangement with a charity of which a Trustee is a charity trustee or with which they are otherwise connected and which is in furtherance of the objects of the Charity and which does not confer a personal benefit on the Trustee, and without prejudice to the generality of the foregoing, any exercise by the Trustees of the power exercisable by them under Article 5.1.27;
- 7.7.3 any transaction or arrangement with a company limited by shares or a company limited by guarantee which is wholly owned by the Charity (or the Charity and other charities) and in which a Trustee does not have an interest otherwise than as an unpaid director and which does not confer a personal benefit on the Trustee; and
- 7.7.4 where the benefit is so negligible or minimal that it could not reasonably be regarded as giving rise to a conflict of interest.
- 7.8 Subject to Article 7.9, if a question arises at a Board meeting as to the right of a Trustee to participate in the Board meeting (or part of the Board meeting) for voting or quorum purposes, the question may, before the conclusion of the Board meeting, be referred to the Chair whose ruling in relation to any Trustee other than the Chair shall be final and conclusive.
- 7.9 If any question as to the right to participate in the Board meeting (or part of the Board meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Trustees at that Board meeting, for which purpose the Chair shall not be counted as participating in the Board meeting (or that part of the Board meeting) for voting or quorum purposes.

8. MEMBERS' LIMITATION OF LIABILITY

The liability of the Members is limited.

9. MEMBERS

- 9.1 The first Members shall be the subscribers to the Memorandum of Association on the incorporation of the Charity. Subsequent Members shall be those persons appointed by the Trustees from time to time who shall consent in writing to become Members and whose names shall have been entered in the Register.
- 9.2 The rights and privileges of a Member shall be personal to the Member and membership shall not be transferable.
- 9.3 Every Member shall be subject to the provisions of these Articles in relation to their membership and shall be deemed to have had knowledge of these Articles and to have consented to them at the time of or prior to them becoming a Member.
- 9.4 A Member shall cease to be a Member and their name shall be removed from the Register if:
- 9.4.1 being a Member by reason only of their being a Trustee they shall cease to be a Trustee;
 - 9.4.2 they resign by giving one month's notice in writing of their resignation to the Charity, unless, after the resignation, there would be less than three Members;
 - 9.4.3 they are the subject of a written opinion by a registered medical practitioner who is treating that Member, addressed to the Charity, stating that that Member has become physically or mentally incapable of acting as a Member and may remain so for more than three months;
 - 9.4.4 they die or become subject to a bankruptcy or order or makes any arrangements or composition with their creditors generally;
 - 9.4.5 any sum contracted by them to be paid to the Charity or due and payable by them to the Charity is not paid within one month of its due date, and the Trustees resolve that they shall cease to be a Member;
 - 9.4.6 in the case of a corporate Member, a resolution is passed or an order is made for its winding up or it is placed in liquidation, or if an administrator or receiver is appointed, or it ceases to exist;
 - 9.4.7 they otherwise cease to qualify for membership under these Articles; or
 - 9.4.8 they are removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued membership is harmful to the interests of 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).

10. GENERAL MEETINGS

- 10.1 The Trustees, or the Chair, may whenever they think fit call General Meetings in accordance with the Act.
- 10.2 Notice of General Meetings shall be given, and General Meetings shall be held, in accordance with the Act.
- 10.3 No business shall be transacted at any General Meeting unless a quorum of Members is present. One third of the Members subject to a minimum of three Members present in person or by proxy shall be a quorum.
- 10.4 Any of the Members can take part in a General meeting or committee meeting by way of:

- 10.4.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or
 - 10.4.2 a series of video conferences or telephone calls from the Chair.
- 10.5 Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the Chair will be treated as taking place where the Chair is. Otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chair is unless the Trustees decide otherwise.
- 10.6 A resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded in accordance with the Act.
- 10.7 A declaration by the Chair that a resolution has been passed shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

11. GENERAL MEETINGS - VOTING

- 11.1 At a General Meeting every Member shall have one vote to be cast by the Member either personally or by proxy.
- 11.2 No objection shall be raised to the qualification of any voter except at the General Meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid for all purposes. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.
- 11.3 Every Member shall be entitled to appoint another person as their proxy in accordance with the Act. A proxy does not need to be a Member.
- 11.4 Proxies may only be validly appointed by a notice in writing (a **proxy notice**) which states the name and address of the Member appointing the proxy, identifies the person appointed as proxy and the General Meeting in relation to which they are appointed, is signed by or on behalf of the Member and is delivered to the Charity in accordance with these Articles.
- 11.5 The Trustees may require proxy notices to be delivered in a particular form.
- 11.6 Proxy notices may specify how the proxy appointed under them is to vote (or to abstain from voting) on one or more resolution.
- 11.7 Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed as proxy discretion as how to vote on any ancillary or procedural resolutions put to the General Meeting and appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.
- 11.8 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the General Meeting or adjourned meeting to which it relates.
- 11.9 An appointment under a proxy notice may be revoked by delivering the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 11.10 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

12. WRITTEN RESOLUTIONS OF MEMBERS

- 12.1 Except in the case of a resolution to remove a Trustee or an auditor before the end of their term, a resolution in writing is as effective as a resolution actually passed at a General Meeting duly convened and held provided that:
- 12.1.1 in the case of a special resolution, it is stated on the resolution that it is a special resolution, it is signed by at least 75% of all those Members entitled to receive notice of and to attend General Meetings;
 - 12.1.2 in the case of an ordinary resolution, it is signed by a majority of all those Members entitled to receive notice of and to attend General Meetings; and
 - 12.1.3 it complies with any other legal requirements from time to time.
- 12.2 A resolution in writing is passed when the required majority of Members have signified their agreement to it.

13. TRUSTEES

- 13.1 Until otherwise determined by an ordinary resolution of the Charity, the number of Trustees shall not be less than three but nor more than fifteen.
- 13.2 The subscribers to the Memorandum of Association on the incorporation of the Charity shall be the first Trustees.
- 13.3 The Trustees shall have power at any time from time to time to appoint any person who is able and willing to do so to be a Trustee subject to any maximum under Article 13.1 not being exceeded.
- 13.4 A person shall not be entitled to act as a Trustee, whether on a first or any subsequent entry into office, until they have signed a declaration of acceptance and willingness to act in accordance with the terms of these Articles.
- 13.5 Subject to Article 14.2, no person may be appointed as a Trustee if they have served three continuous terms as a Trustee and less than one year has elapsed since the expiry of the last of those terms.

14. RETIREMENT OF TRUSTEES

- 14.1 The usual term of office for a Trustee shall be three years, at the end of which they shall retire. Subject to Article 14.2, a Trustee shall be eligible for reappointment by the Board for up to a further two terms, each of three years.
- 14.2 No Trustee shall serve for more than nine consecutive years, unless the Board consider it would be in the best interests of the Charity for a particular Trustee to continue to serve beyond that period and that Trustee is reappointed annually thereafter if there are exceptional circumstances and the Board unanimously resolve that they may be reappointed.
- 14.3 Notwithstanding anything in these Articles, the Charity may by ordinary resolution at a General Meeting of which special notice has been given in accordance with the Act remove any Trustee before the expiration of their period of office.

15. POWERS AND DUTIES OF THE TRUSTEES

- 15.1 Subject to the provisions of the Act and these Articles and to any directions given by special resolution of the Charity, the business of the Charity shall be managed by the Trustees for which purpose they may exercise all the powers of the Charity. No alteration of these Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this

Article shall not be limited by any special power given to the Trustees by these Articles and at a Board meeting at which a quorum of Trustees is present may exercise all the powers exercisable by the Trustees.

- 15.2 The Trustees may exercise all the powers of the Charity to borrow money and to mortgage or charge, grant or create security over its undertaking, property and assets or any part of them and to give guarantees or issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Charity or of any third party, but only in so far as is permitted by law.
- 15.3 Subject to the provisions of these Articles, the Trustees may make rules with respect to the carrying into effect of all or any of the Objects or all or any of the provisions of these Articles.

16. DISQUALIFICATION OF TRUSTEES

16.1 The office of a Trustee shall be vacated if:

- 16.1.1 they cease to be a Member;
- 16.1.2 by written notice they resign from office;
- 16.1.3 the Trustees pass a resolution to remove them from office on the basis that in their reasonable opinion, their conduct or behaviour is detrimental to the interests of the Charity or otherwise in breach of any code of conduct in place from time to time; or
- 16.1.4 the Members pass a resolution to remove them from office, provided that the Trustee in question has had the opportunity to respond to any proposed removal before the Members' resolution is considered; or
- 16.1.5 they absent themselves from Board meetings during a continuous period of six months without special leave of absence from the Trustees and the Trustees pass a resolution that they have by reason of such absence vacated office;
- 16.1.6 they are the subject of a written opinion by a registered medical practitioner who is treating that Trustee, addressed to the Charity, stating that the Trustee has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months.
- 16.1.7 they die; or
- 16.1.8 they are automatically disqualified from being a trustee under section 178 of the Charities Act 2011 as amended from time to time; or
- 16.1.9 in the case of a corporate trustee, a resolution is passed or an order is made for its winding up or it is placed in liquidation or an administrator or a liquidator is appointed or ceases to exist.

17. PROCEEDINGS OF THE TRUSTEES

- 17.1 The quorum necessary for the transaction of business of the Trustees shall be subject to a minimum of three Trustees or the number nearest to one third of the total number of Trustees, whichever is the greater or such larger number as may be decided from time to time by the Trustees. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.
- 17.2 Unless otherwise resolved by the Trustees, the Trustees shall meet at least four times each year.
- 17.3 The Trustees may from time to time elect from amongst their number a Chair, a Vice Chair and a Treasurer and may determine for what period they are to hold office. The Chair shall be entitled to preside at all Board meetings and General Meetings at which they shall be present. If there

shall be no Chair or if at any meeting they are unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Vice Chair shall act as Chair of the meeting and if no Vice Chair is elected or if at any meeting they are unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Trustees present shall choose one of their number to be chair of the meeting.

- 17.4 A Chair, a Vice Chair or a Treasurer elected without any determination of the period for which they are to hold office shall be deemed to have been elected for a term of three years if and for so long as they shall remain a Trustee. A retiring Chair and Vice-Chair may be re-elected for another term, as may from time to time be defined by internal policy decided by the Board.
- 17.5 The Trustees may delegate the administration of any of their powers to individual Trustees or to committees of Trustees and any such delegated authority must be used in accordance with any rules that the Trustees impose.
- 17.6 The Board may co-opt any person or people who are not Trustees to serve on any committee, but any such committee must have at least two Trustees on it at all times.
- 17.7 All acts and proceedings taken under such delegated authority must be reported to the Trustees as soon as reasonable.
- 17.8 Any committee of the Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business.
- 17.9 Any of the Trustees, or any committee of the Trustees, can take part in a Trustees meeting or committee, at the discretion of the Chair of the relevant Board or committee meeting, by way of:
 - 17.9.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or
 - 17.9.2 a series of video conferences or telephone calls from the Chair.
- 17.10 Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the Chair will be treated as taking place where the Chair is. Otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chair is unless the Trustees decide otherwise.
- 17.11 The Chair or Vice-Chair of the Trustees may, and on the request of three Trustees shall, at any time call a meeting of the Trustees.
- 17.12 The Trustees for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose.
- 17.13 All acts bona fide done by any meeting of the Trustees, or of any committee of the Trustees, or by any person acting as a Trustee, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Trustee, or person acting as aforesaid, or that they or any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
- 17.14 The Trustees shall cause proper minutes to be made in books provided for the purpose of:
 - 17.14.1 all appointments of officers made by the Trustees;
 - 17.14.2 the names of Trustees present at each meeting of the Trustees and of any committee of the Trustees; and

17.14.3 all resolutions and proceedings at all meetings of the Charity and of the Trustees and of committees of the Trustees.

17.15 Any minutes of any meeting, if purporting to be signed by the chair of that meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without further proof of the facts stated in such minutes.

17.16 A resolution of the Trustees may be taken by majority of the Trustees at a meeting or by a resolution in writing agreed to by a majority of the Eligible Trustees for the time being or of any committee of the Trustees entitled to receive notice of a meeting of the Trustees or of any such committee of the Trustees (as the case may be) (provided that a decision cannot be taken by written resolution if the Eligible Trustees would not have formed a quorum at a Trustees' meeting). The resolution may consist of more than one document in the like form each signed by or otherwise agreed to by one or more than one person. For the avoidance of doubt, a Trustee may indicate their agreement to a resolution in Electronic Form.

18. SECRETARY

A Secretary may be appointed by the Trustees for such term at such remuneration (if not a Trustee) and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Trustees.

19. EXECUTION OF DOCUMENTS

The Trustees shall provide for the safe custody of the Seal (if any) which shall be used only on the authority of the Trustees, or of a committee of the Trustees, authorised by the Trustees in that behalf. Every instrument to which the Seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary (if any), or by a second Trustee, or by some other person appointed by the Trustees for that purpose. Otherwise, documents shall be executed for and on behalf of the Charity in accordance with the Act.

20. ACCOUNTS

Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Charity, carrying on activities of the nature carried on by the Charity.

21. ANNUAL REPORT

The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of those Acts) with regard to the preparation of any annual report and its transmission to the Charity Commission.

22. ANNUAL RETURN

The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of those Acts) with regard to the preparation of any annual return and its transmission to the Charity Commission.

23. NOTICES

23.1 Subject to these Articles, anything sent or supplied by or to the Charity under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Charity.

23.2 The only address at which a Member is entitled to receive notices is the address shown in the Register or an electronic address provided for that purpose.

- 23.3 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 by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 23.4 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.
- 23.5 Where a document or information is sent or supplied by the Charity by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.
- 23.6 Where a document or information is sent or supplied by the Charity in Electronic Form to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and proving such service it will be sufficient to prove that it was properly addressed.
- 23.7 Where a document or information is sent or supplied by the Charity by means of a website, service or delivery shall be deemed to be effected when:
- 23.7.1 the material is first made available on the website; or
- 23.7.2 if later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website.
- 23.8 A Member, or Trustee, present at any meeting, shall be deemed to have received notice of the meeting, and where requisite, of the purpose for which it was called.
- 23.9 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted by the Act.

24. INDEMNITY AND INSURANCE

- 24.1 Subject to the provisions of the Act and these Articles, but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall be indemnified out of the assets of the Charity against all costs and liabilities incurred by them in defending any proceedings or investigation by any regulatory authority, whether civil or criminal, in which judgment is given in their favour, or they are acquitted, or relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.
- 24.2 To the extent permitted by law from time to time, the Charity shall provide funds to every Trustee to meet expenditure incurred or to be incurred by them in any proceedings (whether civil or criminal) brought by any party in relation to the affairs of the Charity, provided that they will be obliged to repay such amounts no later than:
- 24.2.1 if they are convicted in proceedings, the date when the conviction becomes final; or
- 24.2.2 if judgement is given against them in proceedings, the date when the judgement becomes final; or
- 24.2.3 if the court refuses to grant them relief on any application under the Act, the date when refusal becomes final.
- 24.3 Subject to the provisions of the Act and these Articles, the Trustees may purchase and maintain insurance at the expense of the Charity for the benefit of any Trustee, or other officer, of the Charity against any liability which may attach to them or loss or expenditure which they may incur

in relation to anything done or alleged to have been done or omitted to be done as a Trustee or other officer.

25. ALTERATIONS TO THESE ARTICLES

25.1 No alterations to these Articles may be made which would cause the Charity to cease to be a charity in law. Other alterations to these Articles may only be made by a special resolution at a General Meeting or by a written special resolution.

25.2 Alterations may only be made to:

25.2.1 the Objects; or

25.2.2 to any clause in these Articles which directs the application of property on dissolution; or

25.2.3 to any clause in these Articles which provides the Trustees (or any one of them) with any benefit,

with the Charity Commission's prior written consent where this is required by law.

25.3 The Charity shall inform the Charity Commission and Companies House of any alterations to the Articles and all future copies of the Articles issued must contain such alterations.

26. DISSOLUTION

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

26.1.1 directly for the Objects; or

26.1.2 by transfer to any charity or charities for purposes similar to the Objects; or

to any charity or charities for use for particular purposes that fall within the Objects.

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

26.2.1 directly for the Objects

26.2.2 by transfer to any charity or charities for purposes similar to the Objects; or

26.2.3 to any charity or charities for use for particular purposes that fall within the Objects.

26.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity (except to a member that is itself a charity) and if no resolution in accordance with Article 26.1 is passed by the members or the directors, the net assets of the Charity shall be applied for charitable purposes as directed by the Court or Commission.