

Company No: 05477406

Charity No: 1115673

The Companies Act 2006

**Company limited by guarantee
and not having a share capital**

**Articles of Association
of
The British Association of Play Therapists**



withers ^{LLP}

20 Old Bailey, London EC4M 7AN
Telephone: +44 (0)20 7597 6000
Fax: +44 (0)20 7597 6543
www.withersworldwide.com

Contents

1.	Interpretation.....	2
2.	Exclusion of the model articles	4
3.	Name	5
4.	Registered office.....	5
5.	Objects.....	5
6.	Powers.....	5
7.	The Trustees.....	8
8.	Chair and Company Secretary	9
9.	Trustees' decision making	10
10.	Trustees' powers	11
11.	Application of income and property	11
12.	Benefits and payments to Trustees and Connected Persons	11
13.	Conflicts of interest and loyalty	13
14.	Delegation.....	14
15.	Membership	14
16.	Termination of Membership.....	15
17.	Duty of Members	15
18.	Members' Meetings	15
19.	Irregularities in decision making	18
20.	Records and accounts.....	18
21.	Communications	19
22.	Limited liability	19
23.	Guarantee.....	19
24.	Dissolution	20

**Articles of Association
of
The British Association of Play Therapists**

1. Interpretation

1.1 In the Articles, unless the context indicates another meaning, the following words, expressions and abbreviations have the following meanings:

'AGM'	an annual Members' Meeting;
'Articles'	the Charity's articles of association;
'Associate'	a person admitted to associateship of the Charity by the Trustees but who is not a Member of the Charity;
'Attend'	includes attendance physically or, where applicable, virtually including by telephone conference calls, video conference calls or other technology enabling all participants to communicate with one another in real time without being physically present in the same place; and 'Attending' shall be construed accordingly;
'Authenticated Document'	a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity and 'Authenticated' shall be construed accordingly;
'Chair'	the Chair of the Trustees appointed in accordance with Article 8.1;
'Charitable Purposes'	purposes that are exclusively charitable under the laws of England and Wales provided that they will not include any purpose which is not charitable in accordance with Section 7 of the Charities and Trustee Investment (Scotland) Act 2005 or Section 2 of the Charities Act (Northern Ireland) 2008 and 'Charitable' and 'charitable' shall be construed accordingly;
'the Charities Act'	the Charities Act 2011;
'the Charity'	the charitable company governed by these Articles;
'Clear Days'	does not include the day on which notice is given or the day of the meeting or other event;
'the Commission'	the Charity Commission for England and Wales or any body that replaces it;
'the Companies Act'	the Companies Act 2006;
'Company Secretary'	the Company Secretary of the Charity;
'Conflict'	any situation in which a Trustee has or might have a direct or indirect interest (including any personal financial interest) that conflicts or possibly might conflict, with the interests of the Charity or which might conflict with that Trustee's duty to act solely in the interests of the Charity;
'Conflicted Trustee'	a Trustee in respect of whom a conflict exists;

'Connected Person'	<ul style="list-style-type: none"> i. a child, parent, grandchild, grandparent, brother or sister of a Trustee; ii. the spouse or civil partner of that Trustee or of any person falling within (i) above; iii. a person carrying on business in partnership with that Trustee or with any person falling within (i) or (ii) above; iv. an institution which is controlled (whether directly or through one or more nominees): <ul style="list-style-type: none"> 1) by a Trustee or any person falling within (i), (ii) or (iii) above or (iv) below; or 2) by two or more persons falling within (1) above, when taken together; v. a body corporate in which: <ul style="list-style-type: none"> 1) a Trustee or any person falling within (i), (ii), (iii) or (iv) above has a substantial interest; or 2) two or more persons falling within (1) above who, when taken together, have a substantial interest; <p>and ss350–352 Charities Act apply for the purposes of interpreting the terms used in this definition;</p>
'Custodian'	a person or body who undertakes safe custody of assets or documents or records relating to them;
'Electronic Means'	includes documents or information sent or supplied in electronic form where it is sent or supplied by electronic means, including by email or similar forms of electronic communication;
'Financial Expert'	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
'Financial Year'	the Charity's financial year;
'Indemnity Insurance'	insurance against personal liability incurred by any Trustee or other officer (other than any person engaged by the Charity as auditor) for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
'Material Benefit'	a benefit, direct or indirect, which may not be financial but has a monetary value;
'Member' and 'Membership'	refer to membership of the Charity for the purposes of s112 Companies Act;
'Members' Meeting'	a meeting of the Members;
'Memorandum'	the Charity's Memorandum of Association;

'Nominee Company'	a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
'Objects'	the objects of the Charity as set out in Article 5;
'Ordinary Resolution'	a resolution agreed by a simple majority of the Members present (in person or by proxy) and voting at a Members' Meeting or in the case of a written resolution by Members who together hold a simple majority of the votes;
'Show of Hands'	includes an electronic equivalent;
'Social Investment'	investments for both social and financial returns, whether made pursuant to the power in the Charities Act or otherwise;
'Special Resolution'	a resolution which has been agreed by a 75% majority of the Members present (in person or by proxy) and voting at a Members' Meeting or in the case of a written resolution by Members who together hold not less than 75% of the votes;
'Taxable Trading'	carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
'Trustee'	a person who is both a charity trustee of the Charity for the purposes of s177 Charities Act and a director of the Charity for the purposes of s154 Companies Act;
'Written' or 'In Writing'	refers to a legible document on paper or a document sent by Electronic Means which is capable of being printed out on paper; and
'Year'	calendar year.

1.2 In these Articles, unless the context indicates another meaning:

- (a) expressions not otherwise defined which are defined in the Companies Act or the Charities Act have the same meaning;
- (b) references to legislation including to any statute, statutory provision or subordinate legislation are to that legislation as amended or re-enacted from time to time (whether before, on or after the date of adoption of these Articles) and to any subordinate legislation made under it (whether before, on or after the date of adoption of these Articles);
- (c) any phrase introduced by the terms '**including**', '**include**', '**in particular**' or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms;
- (d) use of the singular includes the plural and vice versa; and
- (e) use of any gender includes the other genders.

2. **Exclusion of the model articles**

The model articles for private companies limited by guarantee under the Companies Act do not apply to the Charity.

3. **Name**

3.1 The name of the Charity is 'The British Association of Play Therapists'.

3.2 The name of the Charity may be changed by:

- (a) a decision of the Trustees;
- (b) a Special Resolution of the Members; or
- (c) otherwise in accordance with the Companies Act or the Charities Act.

4. **Registered office**

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

5. **Objects**

5.1 The Charity's Objects are to relieve the needs of children, young people and adults suffering emotional and behavioural difficulties by promoting the art and science of play therapy and promoting high standards in the practice of play therapy for the public benefit.

5.2 This Article 5 may be amended by Special Resolution but only with the prior Written consent of the Commission.

6. **Powers**

The Charity has the power to do anything within the law which may promote or help to promote the Objects including the power:

Supporting the play therapy profession

6.1 to nurture, develop and advance the profession and application of play therapy through commitment to:

- (a) raising public and professional awareness of the value of play therapy for enhancing the mental health and emotional well-being of children and young people; and
- (b) promoting safe, ethical and effective practice of play therapy through high quality regulated standards of training and monitored continuing professional development and evidence-based research;

6.2 to reflect, acknowledge and encourage diversity both in clinical practice and within the professional association

6.3 to promote anti-discriminatory practice, as clinical practitioners in the field and within the professional association;

6.4 to endeavour to protect the public against harmful conduct by members of all classes who are practising play therapy;

6.5 to promote education, study and research in the field and practice of play therapy;

6.6 to maintain the highest levels of professional conduct by members of all classes who are practising play therapy;

6.7 to provide information on specialised training courses, criteria and guidelines for the accreditation of training courses, organise conferences and promote training events on issues relating to play therapy;

- 6.8 to offer a forum for discussion of professional issues;
- 6.9 to maintain liaison with other professional groups involved in working with children;
- 6.10 to provide a suitable professional framework for play therapists including but not limited to an ethical framework, code of practice and complaints procedure;

General

- 6.11 to provide advice or information;
- 6.12 to carry out research;
- 6.13 to provide goods, services or other assistance (whether or not for valuable consideration);
- 6.14 to provide support by way of grants, scholarships, donations, loans or otherwise and to make rules as to their value, methods of ascertainment and selection;
- 6.15 to enter into contracts and agreements of any kind, including contracts to provide services to or on behalf of other bodies;

Campaigning

- 6.16 to seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development, implementation and/or retention of appropriate policies, legislation and regulations provided that the Trustees are satisfied that any proposed activity will further the Objects to an extent justified by the resources committed and that such activity is not the dominant means by which the Charity promotes the Objects;

Working with other organisations

- 6.17 to consult, advise, co-operate with or assist others;
- 6.18 to support, administer or establish other charities or other organisations;
- 6.19 to act as trustee of Charitable trusts jointly with one or more other trustees or, where it may legally do so, as sole trustee;
- 6.20 to establish or acquire subsidiary companies (whether or not wholly owned by the Charity);
- 6.21 to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever;
- 6.22 to amalgamate with any other bodies that are charitable and have objects similar to the Objects and that restrict the payment of any dividend or profit to, and the distribution of assets amongst, their members at least to the same extent as such payments are restricted under these Articles;

Fundraising

- 6.23 to accept or refuse gifts and raise funds (but not by means of Taxable Trading);
- 6.24 to enter into any funding or other arrangement with any government or any other authority;

Finance

- 6.25 to borrow money;
- 6.26 to open and operate bank accounts and other facilities for banking in the name of the Charity;
- 6.27 to give security, including but not limited to guarantees, for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);

6.28 to set aside funds for special purposes or as reserves against future expenditure;

Property

6.29 to acquire or hire property and/or any interest in, or relating to, land of such kind and on such terms and to appoint such advisers, surveyors, managers and builders and other advisers and contractors on such terms as the Trustees shall determine;

6.30 to let, license or dispose of any interest in property of any kind or to charge any interest in property (but only in accordance with the restrictions imposed by the Charities Act);

Investments

6.31 to deposit or invest its funds in any manner as may be thought fit (including, but not limited to, the establishment of trading or other subsidiaries of any kind), but 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;

6.32 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) timely reports of all transactions are provided to the Trustees;

(c) the Trustees are entitled to cancel the delegation arrangement at any time;

(d) the performance of the investments, the investment policy and the delegation arrangement are regularly reviewed by the Trustees;

(e) all payments due to the Financial Expert are on a scale or at a level that is agreed in advance and are notified promptly to the Trustees; and

(f) the Financial Expert must not do anything outside the powers of the Charity;

6.33 to make Social Investments;

6.34 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 of a Financial Expert acting under their instructions, and to pay any reasonable fee required;

6.35 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as Custodian, and to pay any reasonable fee required;

Insurance

6.36 to insure the property of the Charity (including any property not owned by the Charity but under its control) against any foreseeable risk and to take out other insurance policies to protect the Charity when required;

Trustee indemnity

6.37 subject to the provisions of the Companies Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, to indemnify every Trustee or other officer of the Charity (other than any person engaged by the Charity as auditor) to the extent permitted by the Companies Act and to pay for Indemnity Insurance for the Trustees;

Staff and volunteers

6.38 subject to Articles 11 and 12, to employ officers, employees and workers and to engage consultants, advisers, agents and volunteers upon such terms and conditions as may be thought fit;

6.39 to provide and contribute to pension and other death-in-service or other benefits for workers and former workers of the Charity and their dependants.

7. The Trustees

7.1 The Trustees have general control and management of the administration of the Charity and its property and funds.

7.2 There shall be at least three Trustees. If the number of Trustees falls below three, the remaining Trustees may only act to appoint further Trustees as required in accordance with Article 7.8 or, circulate a written resolution to the Members or call a Members' Meeting for the purpose of appointing one or more additional Trustees.

7.3 The Trustees in office at the date of adoption of these Articles shall for the purposes of Article 7.5 be deemed to be in office for the terms, and shall be eligible for reappointment to the extent, set out below:

<i>Name</i>	<i>End of current term</i>	<i>Eligible for reappointment (for number of terms)</i>
Donna Benson	[]	[]
Sandra Boyle	[]	[]
Tracie Faa-Thomson	[]	[]
Ann Greenwood	[]	[]
Sarah Hickson	[]	[]
Jo Hill	[]	[]
Alexandra Kelly	[]	[]
Paul John Kilgallon	[]	[]
Tracy Lanigan	[]	[]
Audrey Lee	[]	[]
Sonia Olaxi Murray	[]	[]
Andrew O'Mahony	[]	[]
Esther Schencks	[]	[]

7.4 Trustees are appointed by Ordinary Resolution. Prior to appointment as a Trustee, the relevant individual must be nominated by the Trustees, which may but need not be following a recommendation by a Member or Members in such form as the Trustees may prescribe from time to time.

7.5 Trustees serve for a term of three Years. A retiring Trustee who is eligible under Article 7.6 may be reappointed a further two times. Thereafter, a Trustee may only serve a further term if they have not served as a Trustee for a period of one year, unless this rest period is waived by the Trustees in exceptional circumstances and on the basis that to do so would be in the best interests of the Charity.

7.6 A Trustee's term of office automatically terminates if:

- (a) they reach the end of their term of office in accordance with Article 7.3;
- (b) they resign by written notice to the Trustees (but only if at least three Trustees will remain in office);
- (c) they cease to meet the eligibility criteria (if any) set by the Trustees from time to time and are removed by a resolution of a majority of the other Trustees;
- (d) they die;
- (e) they are prohibited by law from acting as a charity trustee (including by virtue of the Charities Act);
- (f) the Trustees reasonably believe they are incapable, whether mentally or physically, of managing their own affairs;
- (g) the Trustees reasonably believe they are absent without permission, whether given in advance or subsequently, from three consecutive meetings of the Trustees and the Trustees resolve that it is in the Charity's interests for the Trustee in question to be removed from office;
- (h) they are convicted of a criminal offence and the Trustees resolve that it is in the Charity's interests for the Trustee in question to be removed from office;
- (i) they are removed by a unanimous decision of the other Trustees; or
- (j) they are removed by the Members pursuant to the provisions of the Companies Act.

7.7 Before passing any resolution under Articles 7.6(g), 7.6(h) or 7.6(i), the other Trustees shall first invite the view of the Trustee concerned and have considered the matter in light of any such views.

7.8 The Trustees may at any time appoint any individual as a Trustee to fill a vacancy in their number or as an additional Trustee, but a Trustee appointed under this Article holds office only for one Year.

7.9 The Charity must maintain a register of Trustees.

8. **Chair and Company Secretary**

8.1 The Chair:

- (a) shall be appointed by the Trustees from among their number; and
- (b) shall be appointed for a maximum term of office of three Years from the date of appointment.

8.2 A retiring Chair may be reappointed as long as they remain appointed as a Trustee, provided that they shall not serve for more than two consecutive terms, unless the Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve as Chair, in which case, the retiring Chair may be re-appointed for a further term of office not exceeding three Years, or the remainder of their term of office as a trustee, whichever is the shorter.

8.3 The Charity may, but is not required to, have a Company Secretary. Any such Company Secretary will be appointed by the Trustees for such term, at such remuneration and upon such conditions as the Trustees may think fit and any Company Secretary so appointed may be removed by the Trustees. A Company Secretary may be, but does not have to be, a Trustee.

9. **Trustees' decision making**

Calling Trustees' meetings

- 9.1 The minimum number of meetings of the Trustees to be held each Year may be fixed by the Trustees from time to time and, unless otherwise determined shall be four.
- 9.2 A Trustee may at any time, and the Company Secretary (if any) must at the request of a Trustee, call a meeting of the Trustees.
- 9.3 Notice of a meeting of the Trustees may be given to a Trustee orally or In Writing.
- 9.4 Each Trustee must be given such reasonable notice of each meeting of the having regard to the circumstances.

Quorum at Trustees' meetings

- 9.5 No decision may be made by a meeting of the Trustees unless a quorum is present at the time when the decision is made. A quorum at a meeting of the Trustees shall be three Trustees or one third of the Trustees (rounded up to the nearest whole number), if greater. The quorum requirement may be varied by resolution of the Trustees.
- 9.6 In the event that there are fewer Trustees in office than the required quorum, the Trustees may only act to put a resolution to the Members to appoint one or more Trustees (whether at a Members' Meeting or by written resolution of the Members) or to appoint one or more Trustees pursuant to Article 7.8.

Attendance at Trustees' meetings

- 9.7 A Trustee may attend a meeting of the Trustees either physically or virtually.
- 9.8 Where a Trustees' meeting is being held virtually (whether fully or in part) and there is a failure in the technology such that one or more participants is unable to communicate with the other participants, those participants who are still able to participate fully must check whether the meeting is still quorate. If the meeting is not quorate, or it is unclear whether the meeting is quorate, and the ability for all participants to communicate is not re-established within 10 minutes, the Trustees must adjourn the meeting. If the meeting is still quorate, the Trustees may either continue the meeting or adjourn it.
- 9.9 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them are.

Voting at Trustees' meetings

- 9.10 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 9.11 Unless these Articles require otherwise, any issue may be determined by a simple majority of the votes cast at a meeting.
- 9.12 Every Trustee has one vote on each issue but, in the case of an equality of votes, the chair of the meeting has a second or casting vote.

Trustees' written resolutions

- 9.13 A resolution In Writing agreed by a majority of the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting provided that the number of Trustees who are not Conflicted Trustees is equal to or exceeds the number set as a quorum for a meeting of the Trustees in accordance with Article 9.5. For this purpose the resolution

may be contained in more than one document and will be treated as passed on the date the requisite majority is obtained.

10. Trustees' powers

10.1 Subject to the provisions of these Articles, the Trustees may regulate their proceedings as they think fit in accordance with their legal duties.

10.2 Without prejudice to any other powers they may have, the Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- (a) to admit or remove Members;
- (b) to appoint and remove a Chair in accordance with Article 8 and any other honorary officers from among their number;
- (c) to delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees in accordance with Article 14;
- (d) to delegate any of their functions to committees or in accordance with Article 14;
- (e) to establish procedures to assist the resolution of disputes or differences within the Charity;
- (f) to make standing orders, rules and/or regulations consistent with the Articles and the Companies Act to govern proceedings at meetings, the administration of the Charity and the use of its seal; and
- (g) to exercise any powers of the Charity which are not reserved to the Members.

11. Application of income and property

11.1 The property and funds of the Charity must be used only for promoting the Objects.

11.2 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. This does not prevent a Member who is not also a Trustee or Connected Person:

- (a) receiving charitable benefits on the same terms as any other person; or
- (b) receiving reasonable and proper remuneration for any goods or services supplied to the Charity.

11.3 A Trustee may not receive any payment of money or other Material Benefit unless it is authorised by Article 12.

12. Benefits and payments to Trustees and Connected Persons

12.1 No Trustee or Connected Person may:

- (a) buy any goods or services from the Charity;
- (b) sell goods, services or any interest in land to the Charity;
- (c) be employed by, or receive remuneration from, the Charity; or
- (d) receive any other payment of money or other Material Benefit (whether directly or indirectly) from the Charity,

unless the payment of money or other Material Benefit is permitted by Article 12.2 or authorised by the Commission in advance In Writing and the Trustees follow the procedures set out in Article 13 as required.

- 12.2 Subject to Article 12.3, a Trustee (or to the extent relevant, a Connected Person) may:
- (a) receive charitable benefits on the same terms as any other person;
 - (b) be employed by the Charity other than for acting as a Trustee;
 - (c) supply goods or services in return for a payment or other material benefit;
 - (d) receive interest on money lent to the Charity at a reasonable rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Trustees;
 - (e) be reimbursed from the property of the Charity or pay out of such property reasonable expenses (including reasonable hotel and travel costs) actually incurred in running the Charity;
 - (f) benefit from Indemnity Insurance purchased at the Charity's expense as permitted by s189 Charities Act;
 - (g) benefit from an indemnity from the Charity pursuant to Article 6.37 in respect of any liabilities properly incurred (including the costs of a successful defence to criminal proceedings) to the extent permitted by ss232-234 Companies Act; and
 - (h) receive a reasonable rent or hiring fee for property let or hired to the Charity.
- 12.3 A Trustee (or to the extent relevant, a Connected Person) may only receive benefits pursuant to Articles 12.2(b), 12.2(c), 12.2(d) or 12.2(h) if:
- (a) the relevant arrangements are entered into pursuant to a written contract between the Charity and the relevant Trustee or Connected Person;
 - (b) the relevant support is 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;
 - (c) the nature and level of the consideration is no more than is reasonable in relation to the value of the relevant support and is set in accordance with the procedure in Article 13; and
 - (d) fewer than half of the Trustees are subject to such a contract or have a Connected Person subject to such a contract in any Financial Year.
- 12.4 A company of which a Trustee is a member may receive fees, remuneration or other material benefit provided that the shares of the company are listed on a recognised stock exchange and the Trustee holds no more than 1% of the issued share capital of that company.
- 12.5 In Article 12.2 the term Charity includes any company or other legal entity in which the Charity:
- (a) holds more than 50% of the shares;
 - (b) controls more than 50% of the voting rights; or
 - (c) has the right to appoint one or more directors or trustees to the board of the company or other legal entity.
- 12.6 Articles 11 and 12 may be amended by Special Resolution but, where the result would be to permit any Material Benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

13. **Conflicts of interest and loyalty**

- 13.1 Unless Article 13.2 applies, a Trustee must declare the nature and extent of:
- (a) any direct or indirect interest which they or a Connected Person have in a proposed transaction or arrangement with the Charity; and
 - (b) any duty or any direct or indirect interest which they have which conflicts or may conflict with the interests of the Charity or their duties to the Charity.
- 13.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware (including if an interest or duty has already been recorded in the register of interests).
- 13.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of loyalty with or in respect of the Charity, they are entitled to participate in the decision making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the Unconflicted Trustees.
- 13.4 Any Trustee who is or becomes a Conflicted Trustee in relation to any matter before the Trustees must:
- (a) absent themselves from any discussions, unless the Unconflicted Trustees invite the Conflicted Trustee to remain in order to provide information to assist the Unconflicted Trustees;
 - (b) not be counted in the quorum; and
 - (c) have no vote on that matter whether at a meeting or by written resolution of the Trustees.
- 13.5 Subject to the provisions of the Companies Act, and provided that they have disclosed to the other Trustees the nature and extent of any interest in accordance with Article 13.1, a Trustee may be an unpaid director or other unpaid officer of any undertaking in the same group as the Charity or in which the Charity or any undertaking in the same group as the Charity is otherwise interested. The conditions in Article 13.6 apply to this authorisation.
- 13.6 If a Conflict arises for a Trustee and that Conflict is not authorised by virtue of any other provision in the Articles, the Unconflicted Trustees may authorise that Conflict where the following conditions apply:
- (a) the Conflicted Trustee complies with Article 13.4;
 - (b) the Unconflicted Trustees consider it is in the interests of the Charity to authorise the Conflict in the circumstances applying; and
 - (c) the Conflict does not involve a direct or indirect benefit of any nature to a Trustee or to a Connected Person which is not authorised under Article 12.
- 13.7 Where the Unconflicted Trustees authorise a Conflict under Article 13.6, the Conflicted Trustee shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the Unconflicted Trustees in relation to the Conflict.
- 13.8 Any authorisation of a Conflict under Article 13.6 may provide that, where the Conflicted Trustee obtains, or has obtained (through their involvement in the Conflict and otherwise than be through their position as Trustee) information that is confidential to a third party, they shall not be obliged to disclose that information to the Charity, or to use it in relation to the Charity's affairs where to do so would amount to a breach of that confidence.

13.9 The Trustees may revoke or vary any authorisation given under Article 13.6 at any time, but this shall not affect anything done by the Conflicted Trustee prior to such revocation or variation in accordance with the terms of such authorisation.

14. **Delegation**

14.1 Subject to these Articles and to the extent permitted by the Charities Act, the Trustees may delegate any of the powers which are conferred on them under these Articles:

- (a) to such person (including a Chief Executive) or committee;
- (b) by such means (including by power of attorney);
- (c) to such extent;
- (d) in relation to such matters; and
- (e) on such terms and subject to such conditions,

as they on each occasion think fit provided that the Trustees shall exercise reasonable supervision over such delegates.

14.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated. The Trustees may revoke or vary any delegation in whole or part.

14.3 The Trustees may establish a committee or committees comprising such persons as they shall think fit. The proceedings and powers of committees established by the Trustees shall be governed by such rules as the Trustees may from time to time prescribe. Unless the rules prescribed by the Trustees provide otherwise, Articles 7.6 and 13 shall apply to committee members as if the references to Trustees and Trustees' meetings were to committee members and committee meetings. All proceedings of committees must be reported promptly to the Trustees.

15. **Membership**

15.1 Membership is open to any individual or organisation interested in promoting the Objects who/which:

- (a) consents in writing to become a Member either personally or (in the case of an organisation) through an authorised representative; and
- (b) are admitted to Membership by the Trustees.

15.2 The Trustees may only refuse an application for Membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to refuse the application. The Trustees must inform the applicant in writing of the reasons for the refusal. The Trustees must consider any written representations the applicant may make about the decision. The Trustees' decision following any written representations must be notified to the applicant in writing but shall be final.

15.3 The Charity must maintain a register of Members.

15.4 The Trustees may establish classes of Membership with different rights and obligations and shall record the rights and obligations in the register of Members.

15.5 The rights attached to a class of Membership may only be varied if three-quarters of the members of that class consent to the variation in writing or at a General Meeting.

16. **Associates**

16.1 The Trustees may admit Associates of the Charity at their discretion and on such terms as to their role, their admission and removal from Associateship as they think fit.

17. Termination of Membership

17.1 Membership is terminated if:

- (a) the Member dies or, if it is an organisation, ceases to exist;
- (b) in the case of a corporate body, an order is made or a resolution is passed for its winding up or administration or it has a receiver appointed over all or some part of its assets;
- (c) the Member resigns by written notice to the Charity (but only if at least one Member will remain);
- (d) any sum due from the Member to the Charity is not paid in full within six months of it falling due; or
- (e) the Member is removed from Membership by a resolution of the Trustees that it is in the best interests of the Charity that his/her/its Membership is terminated. A resolution to remove a Member from Membership may only be passed if:
 - (i) the Member has been given at least 21 days' notice in writing of the meeting at which the resolution will be proposed and the reasons why it is to be proposed; and
 - (ii) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Charity) has been allowed to make representations to the meeting.

17.2 Membership is not transferable.

18. Duty of Members

Each Member has a duty to exercise the powers that the Member has in that capacity in the way that the Member decides in good faith would be most likely to further the Objects.

19. Members' Meetings

Attendance at Members' Meetings

19.1 Members are entitled to Attend Members' Meetings in person, by proxy (subject to compliance with Articles 19.19 to 19.23) or, in the case of a corporate Member, by authorised representative.

Calling Members' Meetings

19.2 A Members' Meeting may be called by the Trustees at any time and must be called within 21 Clear Days of a written request from one or more Trustees or at least 5% of the Membership. Notice of such meeting to be provided in accordance with Article 19.3 and the meeting to be held on a date not more than 28 Clear Days after the date of the notice convening the meeting.

Notice of Members' Meetings

19.3 Subject to Article 19.4, Members' Meetings are called on at least 14 **Clear Days'** written notice. The notice must:

- (a) specify the date, time and place of the meeting and, if applicable, the arrangements for accessing the meeting virtually;
- (b) the general nature of the business to be transacted indicating the business to be discussed and (if a Special Resolution is to be proposed) setting out the wording of the proposed Special Resolution;

(c) contain a statement setting out the right of Members to appoint a proxy under s324 Companies Act; and

(d) be given to all the Members, to all the Trustees and, if any, the Charity's auditors.

19.4 A Members' Meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to Attend and vote, being a majority together holding not less than 90% of the total voting rights at the meetings of all the Members.

Quorum at Members' Meetings

19.5 No business shall be transacted at any Members' Meeting unless a quorum is present. A quorum is the greater of:

(a) two Members present in person, by proxy or by authorised representative; and

(b) one tenth of the total Membership at the time rounding up to the nearest whole number.

19.6 If a quorum is not present in person, by proxy or by authorised representative within half an hour from the time appointed for the meeting or during a meeting a quorum ceases to be present in person, by proxy or by authorised representative (including where technological issues mean that one or more of those Attending virtually is no longer able to participate fully in the meeting and this reduces the number of Members who are able to communicate and vote below the quorum), the meeting shall be adjourned to such time and place as the Trustees shall determine. The Trustees must reconvene the meeting and give at least seven Clear Days' notice of the reconvened meeting stating the date, time and place of the meeting. If no quorum is present in person, by proxy or by authorised representative at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting, the Members present in person, by proxy or by authorised representative at that time shall constitute the quorum for that meeting.

Adjournment of Members' Meetings

19.7 The Members Attending in person, by proxy or by authorised representative at a meeting may resolve by Ordinary Resolution that the meeting shall be adjourned. The chair of the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution. If the meeting is adjourned for more than seven days, at least seven Clear Days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting. No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

Chair at Members' Meetings

19.8 The Chair shall chair Members' Meetings. In the absence of the Chair or in the event of their unwillingness to act as chair, the Members shall appoint a Trustee or one of their number to chair the Members' Meeting.

Business at Members' meetings

19.9 The Charity shall hold an AGM in each Year.

19.10 Members must annually receive a written report on the Charity's activities and the accounts of the Charity for the previous Financial Year.

19.11 Members appoint auditors for the Charity, if required. Subject to the provisions of the Companies Act, where no auditor has been appointed by the end of the next period for appointing auditors, any auditor in office immediately before that time is deemed to be re-appointed for the financial year in question unless:

(a) they were appointed by the Trustees;

- (b) the deemed re-appointment is prevented by the Members under s488 Companies Act;
- (c) the Members have resolved that they should not be re-appointed; or
- (d) the Trustees have resolved that no auditor or auditors should be appointed for the financial year in question.

Voting at Members' Meetings

- 19.12 Except where otherwise provided by the Articles or the Companies Act, every issue before a Members' Meeting is decided by Ordinary Resolution.
- 19.13 On a Show of Hands, every Member Attending in person shall have one vote on each issue. On a poll, every Member Attending in person or by proxy shall have one vote for each vote exercisable by that Member. Any vote of a meeting shall be decided on a Show of Hands unless before, or on the declaration of, the result of the Show of Hands, a poll is demanded by:
- (a) the chair of the meeting;
 - (b) at least two Members having the right to vote at the meeting and Attending in person or by proxy; or
 - (c) by one or more Members representing not less than one-tenth of the total voting rights of all the Members.
- 19.14 Unless a poll is duly demanded, a declaration by the chair of the meeting of the result of a vote shall be conclusive evidence of the fact. The result of the vote must be recorded in the minutes of the Charity but it is not necessary to record the number or proportion of the votes cast.
- 19.15 A poll must be taken as the chair of the meeting directs and they may appoint scrutineers (who need not be Members) and fix a time, date and place for declaring the results. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A poll demanded on the election of the chair of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time, date and place as the chair of the meeting directs not being more than 30 days after the poll is demanded. If the poll is not taken immediately, at least seven clear days' notice must be given specifying the time, date and place at which the poll is to be taken.
- 19.16 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair of the meeting. The withdrawal of a demand for a poll shall not invalidate the result of a Show of Hands declared before the demand for the poll was made.
- 19.17 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll is demanded.

Corporate representatives

- 19.18 Any organisation that is a Member of the Charity may by resolution of its board of directors or other governing body authorise such person as it thinks fit to act as its representative at any Members' Meeting, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which they represent as that organisation could exercise if it were an individual Member of the Charity.

Appointment of proxies

- 19.19 A proxy can only be appointed by an Authenticated Document in the form approved by the Trustees and deposited in the manner specified by the Trustees (a '**Proxy Notice**'). The proxy is bound by the duty in Article 18.
- 19.20 A person who is entitled to Attend, speak or vote (either on a show of hands or on a poll) at a Members' Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Charity by or on behalf of that person.
- 19.21 An appointment under a Proxy Notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- 19.22 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 19.23 If a Proxy Notice is not Authenticated by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who Authenticated it to execute it on the appointer's behalf.

Members' written resolutions

- 19.24 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an Ordinary Resolution or a Special Resolution) is as valid as an equivalent resolution passed at a Members' Meeting. For this purpose the written resolution may be set out in more than one document.

20. Irregularities in decision making

- 20.1 Subject to Companies Act, the proceedings at any meeting, the passing of a written resolution or the making of any decision shall not be invalidated by reason of:
- (a) any accidental informality, irregularity or omission, including where a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity or where there is a technical default in service of any notice of which the Trustees are unaware at the time;
 - (b) any want of qualification in any of the Members present or voting, including any defect in the admission of a Member; or
 - (c) any business being considered which is not specified in the notice.
- 20.2 Subject to Article 20.3, all acts done by a meeting of Trustees or by a committee or by a person acting as Trustee shall be valid notwithstanding that it shall afterwards be discovered that there was a defect in the appointment of any Trustee or member of a committee, or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote.
- 20.3 Article 20.2 does not permit a Trustee or Connected Person to keep any benefit that may be conferred on them by a resolution of the Trustees or a committee of the Trustees if, but for Article 20.2, the resolution would have been void.

21. Records and accounts

- 21.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to Companies House and the Commission of information required by law including:
- (a) annual returns and confirmation statements; and

- (b) annual reports and accounts.
- 21.2 The Trustees must also keep records for at least 10 Years of all:
- (a) proceedings at Members' Meetings;
 - (b) meetings of the Trustees and committees of the Trustees including:
 - (i) the names of those present at the meeting;
 - (ii) the decisions made at the meetings; and
 - (iii) where appropriate, the reasons for the decisions;
 - (c) resolutions in writing; and
 - (d) reports of committees.
- 21.3 A copy of the Charity's Articles and latest accounts must be supplied on request to any Trustee. Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 21.4 Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

22. **Communications**

- 22.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
- (a) by hand;
 - (b) by post; or
 - (c) by electronic mail to an address notified by the Member or Trustee In Writing; or
 - (d) by a website, the address of which shall be notified to the Member or Trustee In Writing.
- 22.2 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (a) 24 hours after being sent by electronic mail, posted on the Charity's website (if any) or delivered by hand to the relevant address;
 - (b) two Clear Days after being sent by first class post to that address;
 - (c) three Clear Days after being sent by second class or overseas post to that address;
 - (d) immediately on being handed to the recipient personally; or, if earlier,
 - (e) as soon as the recipient acknowledges actual receipt.

23. **Limited liability**

The liability of Members is limited to the guarantee in Article 24.

24. **Guarantee**

Every Member promises, if the Charity is wound up while they remain a Member or within one Year after they cease to be a member, to pay up to £1 towards:

- (a) payment of those debts and liabilities of the Charity incurred before they ceased to be a Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) the adjustment of rights of contributories among themselves.

25. Dissolution

25.1 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:

- (a) directly for the Objects; or
- (b) by transfer to any charity or charities for purposes similar to the Objects; or
- (c) to any charity for use for particular purposes that fall within the Objects.

25.2 Subject to any such resolution of the members of the Charity, the Trustees 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 dissolution of the Charity be applied or transferred:

- (a) directly for the Objects; or
- (b) by transfer to any charity or charities for purposes similar to the Objects; or
- (c) to any charity for use for particular purposes that fall within the Objects.

25.3 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 such resolution is passed by the Members or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.

25.4 This Article 25 may be amended by Special Resolution but only with the prior Written consent of the Commission.