

The Companies Act 2006
Company Limited by Guarantee and not having a Share Capital
Company Number 4145775

**ARTICLES OF ASSOCIATION
OF
UKSG**

Incorporated the 23rd day of January 2001

Articles of Association adopted
by special resolution passed at an Extraordinary General Meeting on 20 January
2020

ARTICLES OF ASSOCIATION FOR A CHARITABLE COMPANY

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF UKSG

1 NAME

1 The company's name is UKSG (and in this document it is called the "Company").

2 INTERPRETATION

2.1 In the Articles unless the context indicates another meaning:

"**Address**" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Company;

"**the Articles**" means the Company's articles of association;

"**the Company**" means the company intended to be regulated by the Articles;

"**clear days**" in relation to the period of a notice means a period excluding:-

- the day when the notice is given or deemed to be given; and
- the day for which it is given or on which it is to take effect;

"**the Commission**" means the Charity Commission for England and Wales;

"**the Companies Act**" means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Company;

"**the Company Secretary**" means any person appointed to perform the duties of the secretary of the Company;

"**the Trustees**" means the directors of the Company. The Trustees are charity trustees as defined by section 97 of the Charities Act 1993;

"**document**" includes, unless otherwise specified, any document sent or supplied in electronic form;

"**the Elected Trustees**" means those trustees elected by the members in accordance with Article 17.5.

"**electronic form**" has the meaning given in section 1168 of the Companies Act 2006;

"**the Memorandum**" means the Company's memorandum of association;

"**Objects**" means the charitable objects of the Company set out in Article 4;

"**the Seal**" means the common Seal of the Company if it has one;

"**the United Kingdom**" means Great Britain and Northern Ireland; and

2.2 words incorporating one gender shall include all genders, and the singular includes the plural and vice versa.

2.3 Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Act but excluding any statutory modification not in force when this constitution becomes binding on the Company.

2.4 Apart from the exception mentioned in the previous paragraph, a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

3 LIABILITY OF MEMBERS

3.1 The liability of the members is limited.

3.2 Every member of the Company promises, if the Company is dissolved while he or she or it is a member or within twelve months after he or she or it ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of him or her or it towards the payment of the debts and liabilities of the Company incurred before he or she or it ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

4 OBJECTS

The objects for which the Company is established are the advancement of education in the art and science of librarianship and data recall with particular reference to the management and classification of serials and similar periodicals, both nationally and internationally, and the conduct of research into the said subject, and to publish the useful results of such research.

5 POWERS

5.1 In furtherance of the Objects but not further or otherwise the Company shall have the following powers:

5.1.1 To hold seminars and conferences.

5.1.2 To publish journals.

5.1.3 To carry such other activities as will achieve the Objects of the Company.

5.1.4 To borrow money and to charge the whole or any part of the property belonging to the Company, or to issue debentures, debenture stock and other securities whether

outright or as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Company must comply as appropriate with sections 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006, if it wishes to mortgage land.

- 5.1.5 To raise funds and to invite and receive contributions from any person or persons whosoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit provided also that the Company shall not undertake any substantial permanent trading activities in raising funds for the objects of the Company and must comply with any relevant statutory regulations.
- 5.1.6 To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.
- 5.1.7 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a financial expert as the trustees consider necessary and having regard to the suitability of investments and the need for diversification).
- 5.1.8 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 performance of the investments is reviewed regularly with the Trustees;
 - (d) The Trustees are entitled to cancel the delegation arrangement at any time;
 - (e) The investment policy and the delegation arrangements 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 Company.
- 5.1.9 To arrange for investments or other property of the Company to be held in the name of a nominee company acting under the control of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required.

- 5.1.10 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required.
- 5.1.11 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any right or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of the Objects.
- 5.1.12 Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of the Objects.
- 5.1.13 To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves.
- 5.1.14 To employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may employ or remunerate a Trustee only to the extent it is permitted to do so by Article 6 and provided it complies with the conditions in that Article.
- 5.1.15 To co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them.
- 5.1.16 To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.
- 5.1.17 To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for the 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 the Objects 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 Company under or by virtue of Article 6 below and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company or any such charitable institution, society or body.
- 5.1.18 To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the Objects.
- 5.1.19 To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which the Company is authorised to amalgamate.
- 5.1.20 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.

- 5.1.21 To provide indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company, provided that such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard or whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Company.

6 APPLICATION OF INCOME AND PROPERTY

- 6.1 The income and property of the Company shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that nothing herein shall prevent any payment in good faith by the Company:
- 6.1.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a Trustee) for any services rendered to the Company;
- 6.1.2 of interest on money lent by any member of the Company or by any Trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees, or 3 per cent, whichever is the greater;
- 6.1.3 of reasonable and proper rent for premises demised or let by any member of the Company or by any Trustee;
- 6.1.4 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the capital of that company;
- 6.1.5 to any Trustee of reasonable and proper out-of-pocket expenses; and
- 6.1.6 of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company; Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any

unsuccessful defence to a criminal prosecution brought against members of the Trustees in their capacity as directors of the Company.

7 MEMBERS

7.1 Membership is open to either individuals or organisations who:

7.1.1 being individuals are over the age of 18;

7.1.2 apply to the Company in the form required by the Trustees; and

7.1.3 are approved by the Trustees.

7.2 The Trustees:

7.2.1 may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application.

7.2.2 must inform the applicant in writing of the reasons for the refusal within 21 days of the decision.

7.2.3 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.

7.3 Membership is not transferable.

7.4 The Trustees must keep a register of names and addresses of the members.

7.5 Every individual member or authorised representative of a member organisation of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member.

8 TERMINATION OF MEMBERSHIP

8.1 Membership is terminated if:

8.1.1 the member dies or, if it is an organisation, ceases to exist;

8.1.2 the member resigns by written notice to the Company unless, after the resignation, there would be less than three members;

8.1.3 any sum due from the member to the Company is not paid in full within six months of it falling due;

8.1.4 the member is removed from membership by a resolution of the Trustees that it is in the best interests of the Company that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if:

- (a) the member has been given at least 21 days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed;
- (b) the member or, at the option of the member, the member's representative (who need not be a member of the Company) has been allowed to make representations to the meeting; and
- (c) the number of members left is not less than three.

9 GENERAL MEETINGS

9.1 An annual general meeting must be held in each year and not more than 15 months may elapse between successive annual general meetings.

9.2 The Trustees may call a general meeting at any time.

10 NOTICE OF GENERAL MEETINGS

10.1 The minimum period of notice required to hold a general meeting of the Company is at least 14 clear days.

10.2 A general 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 at the meeting, being a majority who together hold not less than 90% of the total voting rights.

10.3 The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and Article 12.

10.4 The notice must be given to all the members and to the Trustees and auditors.

10.5 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

11 PROCEEDINGS AT GENERAL MEETINGS

11.1 No business shall be transacted at any general meeting unless a quorum is present.

11.2 A quorum is one-twentieth of the membership present in person or by proxy and entitled to vote upon the business to be conducted at the meeting.

11.3 The authorised representative of a member organisation shall be counted in the quorum.

11.4 11.4.1 If:

- (a) a quorum is not present within half an hour from the time appointed for the meeting; or

(b) during a meeting a quorum ceases to be present;

the meeting shall be adjourned to such time and place as the person chairing the meeting shall determine.

- 11.4.2 The person chairing the meeting must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 11.4.3 If no quorum is present at the reconvened meeting within 15 minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.
- 11.5 11.5.1 General meetings shall be chaired by the person who has been appointed to chair meetings of the Trustees.
- 11.5.2 If there is no such person or he or she is not present within 15 minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting.
- 11.5.3 If there is only one Trustee present and willing to act, he or she shall chair the meeting.
- 11.5.4 If no Trustee is present and willing to chair the meeting within 15 minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.
- 11.6 11.6.1 The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 11.6.2 The person who is chairing 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.
- 11.6.3 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.
- 11.6.4 If a meeting is adjourned by a resolution of the members 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.
- 11.7 11.7.1 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
- (a) by the person chairing the meeting; or
- (b) by at least two members present in person or by proxy and having the right to vote at the meeting; or

- (c) by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 11.7.2 (a) The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- (b) The result of the vote must be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded.
- 11.7.3 (a) A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- (b) If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 11.7.4 (a) A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- (b) The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 11.7.5 (a) A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- (b) A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
 - (c) The poll must be taken within thirty days after it has been demanded.
 - (d) If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
 - (e) If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

12 CONTENT OF PROXY NOTICES

- 12.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
 - 12.1.1 states the name and address of the member appointing the proxy;
 - 12.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 12.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and

- 12.1.4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 12.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 12.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 12.4 Unless a proxy notice indicates otherwise, it must be treated as –
- 12.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- 12.4.2 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.

13 DELIVERY OF PROXY NOTICES

- 13.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general 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 Company by or on behalf of that person.
- 13.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 13.3 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.
- 13.4 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.

14 WRITTEN RESOLUTIONS

- 14.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
- 14.1.1 a copy of the proposed resolution has been sent to every eligible member;
- 14.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
- 14.1.3 it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.
- 14.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.

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

15 VOTES OF MEMBERS

15.1 Every member, whether an individual or an organisation, shall have one vote with the exception of the person chairing the meeting who shall be entitled to a second or casting vote.

15.2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

15.3 A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll vote, by his or her committee, receiver, curator bonis or other person in the nature of a committee, receiver or curator bonis appointed by that court and any such committee, receiver, curator bonis or other person may vote by proxy.

15.4 15.4.1 Any organisation that is a member of the Company may nominate any person to act as its representative at any meeting of the Company.

15.4.2 The organisation must give written notice to the Company of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The representative may continue to represent the organisation until written notice to the contrary is received by the Company.

15.4.3 Any notice given to the Company will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the representative has been properly appointed by the organisation.

16 REPRESENTATIVE OF ORGANISATION

16.1 Any organisation which is a member of the Company may authorise such persons as it thinks fit to act as its representative at any meeting of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual member of the Company.

17 TRUSTEES

17.1 17.1.1 A Trustee must be a natural person aged 18 years or older.

17.1.2 No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of Article 21.

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

17.3 Unless otherwise determined by ordinary resolution the Trustees shall all be members of the Company and shall consist of:-

- 17.3.1 the Chair appointed in accordance with Article 17.4;
 - 17.3.2 the Vice-Chair elected by the members in accordance with bye-laws made under these articles;
 - 17.3.3 up to seven trustees elected by the Members in accordance with the bye-laws made under these articles;
 - 17.3.4 any Trustees appointed by the Trustees from time to time under Article 20.2
- 17.4 The Vice-Chair shall be elected for a term of two years and shall upon expiry of that term (or on the office of Chair becoming vacant) become the Chair for a term of two years.
- 17.5 The Elected Trustees are elected by the members in accordance with byelaws adopted by the Trustees from time to time, such election to take place during a period prior to the annual general meeting. The result of the election will be announced at the annual general meeting. Candidates shall be persons proposed by the members of the Company, subject always to the following:
- 17.5.1 That any organisation which is a member of the Company may authorise no more than one member of staff to be proposed as a candidate for election as a Trustee;
 - 17.5.2 That no more than one person from any organisation which is a member of the Company may be a Trustee at any one time.
- 17.6 Subject to Article 21, the normal term of office for Trustees shall be three years. Subject to Article 17.7 a Trustee shall be eligible for re-election by the Members for one further consecutive term of three years but any time spent as Vice-Chair and Chair shall be disregarded when calculating a Trustees term of office and so:
- 17.6.1 a Trustee may hold office as Vice-Chair and Chair in accordance with Article 17.4 above after serving two consecutive terms in office as a Trustee; and
 - 17.6.2 a Trustee may hold office as Vice-Chair and Chair in accordance with Article 17.4 above at any point during either their first or second term of office and upon the expiry of their period as Chair may continue to serve as a Trustee for the remainder of the term or terms of office that would have applied had the Trustee concerned not been appointed as Vice-Chair and Chair.

For the avoidance of doubt, no person shall act as a Trustee for a continuous period exceeding 10 years (including any period holding office as Vice Chair and / or Chair).

- 17.7 After a Trustee has served two consecutive terms in office, he or she shall be eligible for re-election only after a period of three years has elapsed since he or she retired as a trustee but subject at all times to Article 17.6.

18 POWERS AND DUTIES OF TRUSTEES

- 18.1 The Trustees shall manage the business of the Company and may exercise all the powers of

the Company unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution.

- 18.2 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- 18.3 Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.
- 18.4 The Trustees have the specific following powers in the administration of the Board of Trustees:
- 18.4.1 to appoint (and remove) any Trustee to act as Treasurer to UKSG;
- 18.4.2 to appoint (and remove) honorary officers;

19 RETIREMENT OF THE ELECTED TRUSTEES

- 19.1 At the annual general meeting in every year one-third of the Elected Trustees for the time being, or, if their number is not a multiple of three, the number nearest to one-third, shall retire from office.
- 19.2 The Elected Trustees to retire in each year shall be those who have been longest in office since their last election, but as between persons who became Elected Trustees on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 19.3 A retiring Elected Member shall remain eligible for election as an Elected Member at the next election subject to Article 17.7

20 APPOINTMENT AND ELECTION OF TRUSTEES

- 20.1 The Company may by ordinary resolution:
- 20.1.1 increase or reduce the number of Trustees; and
- 20.1.2 determine in what rotation the increased or reduced number is to go out to office.
- 20.2 The Trustees may appoint a person who is willing to act as a Trustee either to fill a casual vacancy or as an additional Trustee for such term of office as the Trustees shall determine not exceeding three years. A Trustee so appointed may only be reappointed in accordance with Article 17.6 and will be subject to Article 17.
- 20.3 The appointment or election of a Trustee must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.

21 DISQUALIFICATION AND REMOVAL OF TRUSTEES

- 21.1 A Trustee shall cease to hold office if he or she:
- 21.1.1 ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;

- 21.1.2 is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
- 21.1.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- 21.1.4 resigns as a Trustee by notice to the Company (but only if at least 3 Trustees will remain in office when the notice of resignation is to take effect);
- 21.1.5 is absent without the permission of the Trustees from all their meetings held within a period of six consecutive months and the Trustees resolve that his or her office be vacated; or
- 21.1.6 is directly or indirectly interested in any contract with the Company and fails to declare the nature of his or her interest in the manner required by the Companies Act 2006, whether that interest is permitted by Article 6 or otherwise.

22 REMUNERATION AND EXPENSES OF TRUSTEES

- 22.1 The Trustees must not be paid any remuneration unless it is authorised by Article 6.

23 PROCEEDINGS OF TRUSTEES

- 23.1 2431.1 The Trustees may regulate their proceedings as they think fit, subject to the provisions of the Articles.
- 23.1.2 Any Trustee may call a meeting of the Trustees.
- 23.1.3 The Honorary Secretary (if any) must call a meeting of the Trustees if requested to do so by a Trustee.
- 23.1.4 Questions arising at a meeting shall be decided by a majority of votes.
- 23.1.5 In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.
- 23.1.6 A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.
- 23.2 23.2.1 No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made. 'Present'

includes being present by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants.

- 23.2.2 The quorum shall be three 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.
- 23.2.3 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 23.2.4 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 23.3
 - 23.3.1 The Chair shall chair each meeting of the Trustees. .
 - 23.3.2 If no-one has been appointed to chair meetings of the Trustees or if the person appointed is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.
 - 23.3.3 The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by the Articles or delegated to him or her by the Trustees.
- 23.4
 - 23.4.1 A resolution in writing or in electronic form agreed by a simple majority of all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held provided that:
 - (a) a copy of the resolution is sent or submitted to all the Trustees eligible to vote; and
 - (b) a simple majority of Trustees has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date.
 - 23.4.2 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.

24 DELEGATION

24.1 The Trustees may delegate any of their powers or functions to sub-committees consisting of such Trustees as they think fit. The terms of any delegation must be recorded in the minute book.

24.2 The Trustees may impose conditions when delegating, including the conditions that:

24.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate;

24.2.2 no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Trustees.

24.3 The Trustees may revoke or alter a delegation.

24.4 All acts and proceedings of any sub-committees must be fully and promptly reported to the Trustees.

25 DECLARATION OF TRUSTEES' INTERESTS

25.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

26 CONFLICTS OF INTERESTS

26.1 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

26.1.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

26.1.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and

26.1.3 the unconflicted Trustees consider it is in the interests of the Company to authorise the conflict of interests in the circumstances applying.

26.2 In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

27 VALIDITY OF TRUSTEES' DECISIONS

27.1 Subject to Article 27.2, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

27.1.1 who was disqualified from holding office;

27.1.2 who had previously retired or who had been obliged by the constitution to vacate office;

27.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise:

If without:

27.1.4 the vote of that Trustee; and

27.1.5 that Trustee being counted in the quorum;

the decision has been made by a majority of the Trustees at a quorate meeting.

27.2 Article 27.1 does not permit a Trustee or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for Article 27.1 the resolution would have been void, or if the Trustee has not complied with Article 25.

28 SEAL

28.1 If the Company has a seal it must only be used by the authority of the Trustees or of a sub-committee of the Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the Company Secretary (if any) or by a second director.

29 MINUTES

29.1 The Trustees must keep minutes of all:

30.1.1 appointments of Officers made by the Trustees;

30.1.2 proceedings at meetings of the Company;

30.1.3 meetings of the Trustees and committees of Trustees including:

(a) the names of the Trustees present at the meeting; (b) the decisions made at the meetings; and

(c) where appropriate the reasons for the decisions.

30 ACCOUNTS

30.1 The Trustees must prepare for each financial year accounts as required by the Companies Act 2006. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

31 ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES

31.1 The Directors must comply with the requirements of the Charities Act 1993 with regard to the:

31.1.1 transmission of the statements of account to the Charity;

31.1.2 preparation of an Annual Report and its transmission to the Commission;

31.1.3 preparation of an Annual Return and its transmission to the Commission.

31.2 The Directors must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

32 MEANS OF COMMUNICATION TO BE USED

32.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

32.2 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.

32.3 Any notice to be given to or by any person pursuant to the Articles:

32.3.1 must be in writing; or

32.3.2 must be given in electronic form.

32.4 32.4.1 The Company may give any notice to a member either:

(a) personally; or

(b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or

(c) by leaving it at the address of the member; or

(d) by giving it in electronic form to the member's address.

32.4.2 A member who does not register an address with the Company shall not be entitled to receive any notice from the Company.

- 32.4.3 A member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 32.4.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 32.4.5 Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
- 32.4.6 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:
- (a) 48 hours after the envelope containing it was posted; or
 - (b) in the case of an electronic form of communication, 48 hours after it was sent.

33 INDEMNITY

- 33.1 In the execution of his duties and the exercise of his rights in relation to the affairs of the Company (and without prejudice to any indemnity to which he may otherwise be entitled) every Trustee shall be entitled to be indemnified out of the assets of the Company against any costs, losses, claims, actions or other liabilities suffered or incurred by him and arising by reason of any improper investment made by or for the Company in good faith (so long as he shall have sought professional advice before making or procuring the making of such investment) or by reason of any negligence or fraud of any agent engaged or employed by him in good faith (providing reasonable supervision shall have been exercised) notwithstanding the fact that the engagement or employment of such agent was strictly not necessary or by reason of any mistake or omission made in good faith by him or by reason of any other matter or thing other than deliberate fraud, wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable. In this connection the Trustees shall have power to purchase and maintain insurance for any Trustee as is permitted by Article 5.1.21.

34 RULES

- 34.1 The Trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Company.
- 34.2 The bye laws may regulate the following matters but are not restricted to them:
- 34.2.1 the admission of members of the Company (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
 - 34.2.2 the conduct of members of the Company in relation to one another, and to the Company's employees and volunteers;

- 34.2.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
 - 34.2.4 the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Companies Acts or by the Articles;
 - 34.2.5 generally all such matters as are commonly the subject matter of company rules.
- 34.3 The Company in general meeting has the power to alter, add to or repeal the rules or bye-laws.
- 34.4 The Trustees must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Company.
- 34.5 The rules or bye laws shall be binding on all members of the Company. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

35 DISSOLUTION

- 35.1 If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed amongst the members of the Company but shall be given or transferred to some other charitable institution or institutions having objects similar to objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 6 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable objects.