

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

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**ARTICLES OF ASSOCIATION  
OF COUNCIL OF DEANS OF HEALTH**

**Incorporated under the Companies Act 2006  
on 29 November 2019  
under No 12341200**

**As amended by special resolutions dated 29 July  
2020 and 6 June 2022**

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**The Companies Act 2006**  
**A COMPANY LIMITED BY GUARANTEE**  
**Articles of Association**  
**of**  
**Council of Deans of Health**

**1. INTERPRETATION**

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

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| <b>the Act</b>                | the Companies Act 2006 and every statutory modification, replacement or re-enactment of it for the time being in force.   |
| <b>Annual General Meeting</b> | any General Meeting designated as an annual general meeting.  |
| <b>Appointed Trustee</b>      | a Trustee appointed to the Board in accordance with Article 16.2.   |
| <b>the or these Articles</b>  | the Articles of Association of the Charity, as amended from time to time.   |
| <b>Associate Membership</b>   | Associate membership may be offered to:<br><ul style="list-style-type: none"><li>(1) an institution outside of the United Kingdom that holds university title (or equivalent) and provides education courses approved by a professional regulator, or</li><li>(2) an institution outside of the UK engaged in nursing, midwifery and/or allied health professions research or interdisciplinary research in the disciplines of health, wellbeing and social care, or</li><li>(3) an organisation within or outside of the UK, not holding university title but which supports the aims and values of the Council.</li></ul> Eligibility for Associate Membership to be decided at the sole discretion of the Board. |
| <b>Board</b>                  | the Board of Trustees.  |
| <b>CCNI</b>                   | the Charity Commission for Northern Ireland.  |
| <b>Chair</b>                  | the chair of Trustees appointed in accordance with these Articles.  |
| <b>Charity</b>                | the company regulated by these Articles.  |
| <b>Charity Commission</b>     | the Charity Commission for England and Wales.   |
| <b>Chief Executive</b>        | any person appointed to perform the duties of chief executive of the Charity.   |
| <b>Clear Day</b>              | in relation to a period of notice means that period excluding the day when the notice is given or is deemed to be given and the day for   |

which it is given or on which it is to take effect.

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| <b>Co-optee</b>             | an individual appointed as an observer to the Board in accordance with Article 16.3 (who, for the avoidance of doubt, shall not be a Trustee).   |
| <b>Connected Person</b>     | <p>includes:</p> <ul style="list-style-type: none"><li>(a) any child, parent, grandchild, grandparent, brother or sister of a Trustee (and includes any step-child or illegitimate child);</li><li>(b) the spouse, civil partner of a Trustee or any person falling within (a) (and includes any person with whom a Trustee lives as partner in an enduring relationship);</li><li>(c) a person carrying on business in partnership with a Trustee or with any person falling within (a) or (b);</li><li>(d) an institution which is controlled: (i) by a Trustee or by any person falling within (a), (b) or (c), or (ii) by two or more persons falling within (d)(i), when taken together; and</li><li>(e) a body corporate in which (i) a Trustee or any connected person falling within any of paragraphs (a) to (c) has a substantial interest, or (ii) two or more persons falling within (e)(i) when taken together, have a substantial interest;</li></ul> <p>and 'controlled' and 'substantial interest' have the meaning provided in ss351 to 352 Charities Act 2011.</p> |
| <b>Elected Trustee</b>      | a Trustee appointed to the Board in accordance with Article 16.1.  |
| <b>Electronic Form</b>      | something sent by electronic means (as defined by the Act), such as an email or fax, or by any other means while still being in electronic form.   |
| <b>Eligible Institution</b> | <p>an institution that holds university title and:</p> <ul style="list-style-type: none"><li>(1) provides education programmes within health and social care approved by a UK-based professional regulator, including but not limited to the Nursing and Midwifery Council and/or the Health and Care Professions Council, or</li><li>(2) is based in the UK and engaged in nursing, midwifery and/or allied health professions research in the disciplines of health, wellbeing and social care,</li></ul> <p>in the case of institutions falling within (2), their eligibility for categorisation as an Eligible Institution to be decided at the sole discretion of the Board.</p>  |
| <b>Eligible Trustees</b>    | all Trustees who would be entitled to vote on a resolution at a Board meeting.   |
| <b>Employee</b>             | any member of staff engaged on either a full time or part time basis.  |
| <b>Financial Expert</b>     | an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000.  |
| <b>General Meeting</b>      | a general meeting of the Charity.  |
| <b>Member</b>               | a member of the Charity for the purposes of the Act and Members  |

means all the members.

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|---|---|
| <b>Nominations and Remuneration Committee</b> | a committee established by the Board and governed by terms of reference in place from time to time with delegated authority in relation to trustee matters as set out in such terms of reference. |
| <b>the Objects</b>                            | the objects of the Charity set out in Article 4.  |
| <b>OSCR</b>                                   | the Office of the Scottish Charity Regulator.   |
| <b>the Register</b>                           | the register of members of the Charity kept pursuant to the Act.  |
| <b>Reserved Matter</b>                        | matters reserved to the Members in accordance with these Articles and set out in Schedule 2 of these Articles.  |
| <b>the Seal</b>                               | the common seal of the Charity, if it has one.  |
| <b>the Secretary</b>                          | any person appointed to perform the duties of secretary of the Charity.   |
| <b>a Trustee</b>                              | a director of the Charity and <b>Trustees</b> means all the directors.  |
| <b>Vice Chair</b>                             | the vice chair of Trustees appointed in accordance with these Articles.   |
| <b>in writing or written</b>                  | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.    |

1.2 Unless specifically stated otherwise:

- 1.2.1 Words or expressions bear the same meaning as in the Act as in force on the date when these Articles become binding on the Charity;
- 1.2.2 Words denoting the singular include the plural and vice versa;
- 1.2.3 Words denoting any one gender include all genders;
- 1.2.4 Each reference to **person** includes a reference to a body corporate, unincorporated association, government, local authority, state, partnership, scheme, fund and trust (in each case, whether or not having separate legal personality); and
- 1.2.5 General words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

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

## 2. NAME & OFFICE

- 2.1 The name of the Charity is Council of Deans of Health (or such other name as the Members shall from time to time decide).
- 2.2 The registered office of the Charity will be situated in England.

## 3. GUARANTEE

Every Member undertakes that if the Charity is wound up while they are a Member, or within one year after they cease to be a Member, that Member will contribute to the assets of the Charity such amount as may be required for the payment of the debts and liabilities of the Charity contracted before they cease to be a Member, payment of the costs, charges and expenses of

winding-up and for the adjustment of the rights of the contributories among themselves not exceeding £1.

#### **4. OBJECTS**

- 4.1 The only objects for which the Charity is established are to advance and promote education and research for the public benefit in particular by:
- 4.1.1 informing and influencing UK health and social care education policy and practice to promote positive outcomes for those who benefit from the Charity's work and promoting innovations across the sector;
  - 4.1.2 enhancing the skills, expertise and knowledge base of those engaged in delivering high quality education and research outcomes for the benefit of students;
  - 4.1.3 encouraging and promoting collaboration between Members and/or Associate Members and policy makers, regulators, employers and others doing work relevant to the sector both in the UK and globally in order to share sector knowledge and expertise and promote innovation; and
  - 4.1.4 any such ancillary and incidental exclusively charitable activities as the Trustees from time to time think fit.

**(the Objects).**

- 4.2 Nothing in the Articles shall authorise an application of the property of the Charity for purposes which are 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.

#### **5. POWERS**

- 5.1 In furtherance of the Objects but not further or otherwise, and having regard to any limits on the same under the Reserved Matters, the Charity shall have the following powers (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects):
- 5.1.1 to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Charity;
  - 5.1.2 subject to such consents as may be required by law, to sell, exchange, let, mortgage, charge, grant or create security over, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Charity;
  - 5.1.3 subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of the Charity in such manner as may be thought fit and in particular by mortgages of, or charges upon or security over, the undertaking and all or any of the real and personal property or assets (present and future) of the Charity or by the creation and issue of debentures, debenture stock or other obligations or securities of any description;
  - 5.1.4 to raise funds and organise appeals and invite and receive contributions from any person whatsoever by way of subscription (whether or not under deed of covenant), donation and otherwise, and whether or not subject to any special trusts or conditions. Provided that the Charity shall not undertake any permanent trading activities in raising funds, the profits of which are liable to tax, otherwise than for carrying out the Objects,
  - 5.1.5 to set aside funds for special purposes or as reserves against future expenditure;

- 5.1.6 to invest the monies of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to vary the investments in such manner as may from time to time be determined subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 5.1.7 to delegate the management of investments to a Financial Expert but only on terms that:
- (a) the investment policy is set down in writing for the Financial Expert by the Trustees;
  - (b) every transaction is reported promptly to the Trustees;
  - (c) the performance of the investments is reviewed regularly with the Trustees;
  - (d) the Trustees are entitled to cancel the delegation arrangements at any time;
  - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
  - (f) all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - (g) the Financial Expert must not do anything outside the powers of the Trustees;
- 5.1.8 to arrange for investments or other property or assets of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) acting under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 5.1.9 to encourage groups of persons to form branches, regional or specialism groups or other voluntary groups and provide an organisation within which they should conduct their business which must be for, or conducive to, the Objects and at its discretion to dissolve any such branches, regional or specialism groups or other voluntary groups or dissociate them from the Charity. Each branch, regional or specialism group or other voluntary group shall be constituted and its affairs shall be carried on in accordance with regulations approved from time to time by the Trustees;
- 5.1.10 to collaborate and work in partnership with others;
- 5.1.11 to establish, support, act as trustee of or aid in the establishment and support of any charitable associations, institutions or trusts and to subscribe or guarantee money for charitable purposes in any way connected with the Objects or which shall further the Charity's interests or any of them;
- 5.1.12 to employ staff and to make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Charity and their spouses, civil partners, widows, widowers and other dependants and to provide life, health, accident and other insurances and other benefits (financial or otherwise) to or for the benefit of any of them;
- 5.1.13 to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them, or any one of them, in respect of any negligence, default, breach of trust or breach of duty in relation to the Charity. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees, or Trustee concerned, knew to be a breach of trust or breach of duty or which was committed by the Trustees or Trustee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal

- prosecution brought against the Trustees, or any Trustee, in their capacity as Trustees, or a Trustee, of the Charity;
- 5.1.14 to insure the property and assets of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 5.1.15 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;
- 5.1.16 to subscribe to, support, affiliate, become a member of, transfer all or any of the Charity's property to, amalgamate with or cooperate with any other charitable organisation, institution, society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are, wholly or in part, similar to those of the Charity and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Charity;
- 5.1.17 to purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Charity of any one or more of the charitable organisations, institutions, societies or bodies having objects altogether or in part similar to the Objects;
- 5.1.18 to use any form of media and communication including but not limited to printing and publishing any newspaper, periodicals, books, articles or leaflets using films, television, video and the internet;
- 5.1.19 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 5.1.20 to undertake or support research in furtherance of the Objects and to publish the useful results of such research;
- 5.1.21 in so far as is permitted by law, to give all kinds of indemnities and to guarantee the performance of the obligations and liabilities of any person in each case either with or without the Charity receiving any consideration or advantage;
- 5.1.22 to arrange and provide for, or join in arranging and providing for, the holding of exhibitions, meetings, lectures, classes, seminars and training courses;
- 5.1.23 to provide financial assistance, to make grants or loans of money, to give guarantees and donations to and to provide equipment and apparatus;
- 5.1.24 to make applications for consent under bye-laws or regulations and other like applications;
- 5.1.25 to pay out of the funds of the Charity the costs, charges and expenses of, and incidental to, the formation and registration of the Charity;
- 5.1.26 to enter into contracts and provide services to or on behalf of other bodies;
- 5.1.27 to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 5.1.28 to acquire, take over and accept from an unincorporated body by disposition, conveyance, assignment or transfer the whole of the assets and property both real and personal of the unincorporated body and where necessary to give to any trustees in whom the said assets or property may be vested (whether or not they are the same individuals as the Trustees) a valid receipt, discharge and indemnity for and in respect of the transfer of the same to the Charity and without prejudice to the generality of the foregoing to assume responsibility for all undertakings and engagements of whatever

kind of the unincorporated body and to carry out all the requirements of the same so far as is legally possible to the same extent and in the same manner as the unincorporated body would have done; and

- 5.1.29 to do all such other lawful and charitable things as shall further the attainment of the Objects.

## **6. USE OF INCOME AND PROPERTY**

6.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity. Provided that this Article shall not prevent any payment in good faith by the Charity:

6.1.1 of reasonable and proper remuneration to any Member, officer or employee of the Charity (not being a Trustee) for any goods or services supplied to the Charity and of travelling expenses necessarily incurred in carrying out the duties of officer or employee of the Charity;

6.1.2 of interest at a reasonable rate on money lent by any Member or Trustee;

6.1.3 of reasonable and proper rent or hiring fee for premises let or hired to the Charity by any Member or Trustee;

6.1.4 of fees, remuneration or other benefit, in money or money's worth, to a company of which a Trustee may be a member holding not more than one per cent part of the issued share capital of that company;

6.1.5 to any Trustee of reasonable out-of-pocket expenses (including but not limited to travelling expenses and childcare expenses);

6.1.6 of an indemnity to any Trustee in respect of any liabilities properly incurred in running the Charity in accordance with Article 35

6.1.7 of the payment of remuneration to a Trustee for services under a contract with the Charity as authorised by Article 6.2;

6.1.8 of the payment of any premium in respect of any indemnity insurance to cover the liability of the Trustees as permitted under Articles 5.1.13 and 35;

6.1.9 pursuant to Article 37 of the distribution of its assets on dissolution;

6.1.10 of the payment or provision to any Member or Trustee of charitable benefits in furtherance of the Objects; and

6.1.11 in exceptional cases of other payments or benefits (but only with the written approval of the Charity Commission in advance).

6.2 A Trustee may not be an employee of the Charity, but a Trustee or a Connected Person may enter into a contract with the Charity to supply services or goods to the Charity in return for a payment or other material benefit if:

6.2.1 the services or goods are actually required by the Charity;

6.2.2 the nature and level of the payment or benefit is no more than is reasonable in relation to the value of the goods or services and recorded in an agreement in writing;

- 6.2.3 the number of Trustees who are interested in any such a contract in any financial year of the Charity is in the minority; and
- 6.2.4 before entering into such a contract, the Trustees have decided that they are satisfied that it would be in the best interests of the Charity, and likely to promote the success of the Charity, for the goods or services to be provided by the relevant person (as opposed to being provided by someone who is not a Trustee or a Connected Person) to, or on behalf of, the Charity for the amount or maximum amount of benefit or payment.

## 7. CONFLICTS OF INTEREST

### 7.1 General Obligation

7.1.1 To the extent required by law every Trustee has a duty to avoid situations in which they or a Connected Person have (or could have) a direct or indirect interest that conflicts (or could conflict) with the interests of the Charity. As part of fulfilling that duty, Trustees must disclose such situations to the Charity in the manner set out in the Articles and any relevant policies from time to time in force.

7.1.2 Such a disclosure of conflicts shall include (but is not limited to):

- (a) any interest (including a financial interest) in a proposed transaction or arrangement with the Charity (a **transactional conflict**); and
- (b) any interest, duty or loyalty which conflicts or could conflict with the interests of the Charity even where the interest does not involve a direct or indirect benefit to a Trustee or Connected Person and/or does not relate to a particular proposed transaction or arrangement (a **situational conflict**).

### 7.2 Transactional conflicts

7.2.1 Subject to Article 7.2.2 and Article 7.4, where a Trustee has a transactional conflict, the Trustee must:

- (a) declare the nature and extent of that interest either at a Board meeting or by written notice before the Charity enters into the transaction or arrangement;
- (b) be absent from the Board meeting for that item unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum for that part of the Board meeting; and
- (d) be absent during any vote and have no vote on the matter (whether in a Board meeting or by written resolution).

7.2.2 A Trustee with a transactional conflict may participate in the decision-making process and count towards the quorum for that part of the Board meeting, and be permitted to vote, if the proposed transaction or arrangement is:

- (a) with a Member and the Trustee or a Connected Person is a charity trustee or officer or employee of, or otherwise connected with, that Member but the transaction or arrangement does not confer a personal benefit on the Trustee or Connected Person in question;
- (b) a distribution of the Charity's funds in furtherance of its Objects and the distribution is made in common with all Members and the Trustees unanimously agree in in the best interests of the Charity in pursuit of those Objects;

- (c) one which applies to the Trustee or Connected Person in question in common with other third parties and there is no benefit to the Trustee or Connected Person in question over and above that afforded to such third parties; and
- (d) with a charity or other legal person of which a Trustee or a Connected Person is a trustee or director, or with which they are otherwise connected, and which is in furtherance of the Objects and which does not confer a personal benefit on the Trustee or Connected Person.

### 7.3 Situational conflicts

7.3.1 Subject to Article 7.3.2 and 7.4, where a Trustee has a situational conflict, the Trustee must:

- (a) declare the nature and extent of that interest, and it shall be recorded in a conflicts register;
- (b) note the situational conflict at a Board meeting and it shall be recorded in the minutes as such;
- (c) be absent from the Board meeting for any item for which that conflict is relevant unless expressly invited to remain in order to provide information;
- (d) not be counted in the quorum for that part of the Board meeting mentioned in (c) above and be absent during any vote and have no vote on such matter (whether in a Board meeting or by written resolution).

7.3.2 Where a trustee has a situational conflict, the conflict shall nevertheless be permitted if:

- (a) the situation could not reasonably be regarded as likely to give rise to a conflict of interest; or
- (b) the matter has been proposed and authorised by the Trustees in the manner set out in Article 7.3.3.

7.3.3 Where a situation in relation to which a Trustee(s) is/are conflicted is proposed to the Trustees for authorisation under Article 7.3.2(b) it may only be authorised by the Trustees where:

- (a) subject to Article 7.3.4 any requirements as to the quorum at the Board meeting at which the matter is considered is met without counting the Trustee(s) in question;
- (b) the matter is authorised without the Trustee(s) in question voting on the matter (or would have been agreed to even if their vote not been counted);
- (c) the Trustee(s) in question is/are absent from the Board meeting for that item unless expressly invited to remain to provide information; and
- (d) a quorum of Eligible Trustees consider it is in the interests of the Charity to authorise the conflict or potential conflict of interests in the circumstances applying.

7.3.4 Where there are insufficient Eligible Trustees to form a quorum at a Board meeting (or part of it) for the purpose of authorisation under Article 7.3.2(b), the number of Eligible Trustees present is deemed to form a quorum provided that they are satisfied that the Trustee(s) in question will not receive any direct or indirect benefit other than one permitted by these Articles as a result of authorising the actual or potential conflict.

### 7.4 Questions about the right to participate

- 7.4.1 Subject to Article 7.4.2, if a question arises at a Board meeting as to the right of a Trustee to participate in the Board meeting (or part of the Board meeting) for voting or quorum purposes, the question may, before the conclusion of the Board meeting, be referred to the Chair whose ruling in relation to any Trustee other than the Chair is final and conclusive.
- 7.4.2 If any question as to the right to participate in the Board meeting (or part of the Board meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Trustees at that Board meeting, for which purpose the Chair will not be counted as participating in the Board meeting (or that part of the Board meeting) for voting or quorum purposes.
- 7.5 Confidentiality
- 7.5.1 Where a Trustee has a duty of confidentiality to a third party they shall be entitled to withhold confidential information relating to that third party from the Charity, notwithstanding their duty of disclosure to the Charity, provided that the withholding of such information has been authorised by the Trustees in accordance with Article 7.3.3.
- 7.6 Register of Trustees' Interests
- 7.6.1 A conflicts register shall be established and maintained in accordance with the Act, which shall be available to any Member on receipt of a written request.

## **8. MEMBERS' LIMITATION OF LIABILITY**

The liability of the Members is limited.

## **9. MEMBERS**

- 9.1 The number of Members shall be unlimited.
- 9.2 Members shall be those persons who for the time being:
- 9.2.1 are Eligible Institutions;
- 9.2.2 have submitted an application for membership which has been considered and approved by the Board;
- 9.2.3 have undertaken to contribute £1 to the assets of the Charity in the event of it being wound up;
- 9.2.4 are entered as a member in the register of members;
- 9.2.5 have paid the subscription fee determined from time to time in accordance with Article 9.5; and
- 9.2.6 have not ceased to be a member in accordance with the provisions of Article 9.8.
- 9.3 The rights and privileges of a Member shall be personal to the Member and membership shall not be transferable.
- 9.4 Every Member shall be subject to the provisions of these Articles in relation to their or its (as applicable) membership and shall be deemed to have had knowledge of these Articles and to have consented to them at the time of or prior to their or its becoming a Member.
- 9.5 Every Member shall pay to the Charity such single annual or other periodic subscription as the Board may from time to time determine (having regard to the Reserved Matters), and shall accept the terms and conditions of membership and any changes therein.

- 9.6 Each Member will appoint an authorised representative, together with an authorised deputy representative, to act on its behalf and will notify the Charity of their name and contact details. Each Member is entitled to replace its named representative(s) from time to time by written notification to the Charity. Notices given by the Charity to a Member's authorised representative are deemed to have been given to the Member.
- 9.7 Such representative shall be entitled to exercise the same powers on behalf of the institution which they represent as if they had been an individual Member including power when personally present to vote on a show of hands and to demand or concur in demanding a poll.
- 9.8 A Member shall cease to be a Member and their or its (as applicable) name shall be removed from the Register:
- 9.8.1 if they or it (as applicable) resigns by giving not less than one month's notice in writing of their or its resignation to the Charity;
  - 9.8.2 if any sum contracted by them or it to be paid to the Charity or due and payable by them or it to the Charity (including but not limited to any sums due in accordance with Article 9.5) is not paid within 30 days of its due date (or such longer period as may be agreed in writing), and the Trustees resolve that they or it shall cease to be a Member;
  - 9.8.3 if a resolution is passed or an order is made for its winding up or it is placed in liquidation, or if an administrator or receiver is appointed, or it ceases to exist;
  - 9.8.4 if it ceases to be an Eligible Institution;
  - 9.8.5 if it otherwise ceases to qualify for membership under these Articles; or
  - 9.8.6 if it is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued membership is harmful to the interests of the Charity (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within fourteen Clear Days after receiving notice).
- 9.9 The Trustees may from time to time, and having regard to the Reserved Matters, establish other categories of membership, including Associate Membership or any other informal or supporter membership, and may set out the rights and duties of such members (and may vary or revoke such rights and duties from time to time) and may from time to time require the payment of a subscription fee.

## **10. GENERAL MEETINGS AND ANNUAL GENERAL MEETINGS**

- 10.1 The Charity shall hold its first Annual General Meeting within 20 months of its incorporation and in each subsequent year with not more than 15 months elapsing between successive Annual General Meetings.
- 10.2 Each notice calling an Annual General Meeting shall specify the meeting as such and each Annual General Meeting shall take place at such time and place as the Trustees shall think fit.
- 10.3 The business at an Annual General Meeting shall include:
- 10.3.1 the consideration of the accounts, balance sheets, reports of the Trustees and the auditors;
  - 10.3.2 the appointment of the auditors;
  - 10.3.3 the election of Elected Trustees as applicable in accordance with Article 16.1; and
  - 10.3.4 a report setting out the Trustees who have been appointed or resigned or removed from office since the last Annual General Meeting.

- 10.4 General Meetings are called on at least 14 Clear Days' notice indicating the time, date and place of the General Meeting, the business to be discussed, (if a special resolution is to be proposed) the wording of any special resolution and the right of Members to appoint proxies. A General Meeting may be called by shorter notice if this is agreed by a majority of the Members having a right to attend and vote at the General Meeting who together represent not less than 90% of the total voting rights at that General Meeting.
- 10.5 Notice of a General Meeting must be given in hard copy form or in Electronic Form or made available via a website in accordance with Article 34.7 and must be sent or made available to every Member and Trustee, and the auditor for the time being of the Charity.
- 10.6 The Trustees, or the Chair, may whenever they think fit call General Meetings and on the requisition of Members pursuant to the provisions of the Act shall immediately proceed to convene a General Meeting in accordance with those provisions. If at any time there are not within the United Kingdom sufficient Trustees capable of acting to form a quorum at a Board meeting any Trustee or any 5% of Members may call a General Meeting.
- 10.7 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that General Meeting.
- 10.8 Any General Meeting (including an Annual General Meeting) can take place by meeting by way of:
- 10.8.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or
  - 10.8.2 a series of video conferences or telephone calls from the Chair; or
  - 10.8.3 other suitable electronic means (including but not limited to electronic or online presentation of documents and online ballot).
- 10.9 Taking part in a General Meeting in accordance with Article 10.8 will be treated as being present at the General Meeting and the General Meeting will be treated as taking place where the Chair is.

## **11. PROCEDURE AT GENERAL MEETINGS**

- 11.1 No business shall be transacted at any General Meeting unless a quorum of Members is present. Save as herein otherwise provided, one third of the Members, twenty Members (whichever is higher), present in person by authorised representative and entitled to vote on the business to be transacted shall be a quorum.
- 11.2 If, within fifteen minutes from the time appointed for the holding of a General Meeting, a quorum is not present or if during a meeting a quorum ceases to be present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week (but if that day falls on a bank or public holiday, the meeting will be held on the first business day (excluding Saturdays and Sundays) after that holiday), at the same time and place, or to such day, time and place as the Chair, or the Trustees, shall appoint, and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present shall be a quorum.
- 11.3 Except where otherwise provided by these Articles or the Act, decisions of the Members are taken by ordinary resolution.
- 11.4 The Chair shall preside as Chair at every General Meeting of the Charity or if they shall not be present within fifteen minutes after the time appointed for holding the meeting, or shall be unwilling to preside, the Vice Chair (if any) shall, if present and willing to act, preside as Chair failing which the Members present shall elect one of their number to be chair of that meeting.

- 11.5 The Chair may with the consent of any General Meeting at which a quorum is present (and shall if so directed by the General Meeting) adjourn the General Meeting from time to time and from place to place but no business shall be transacted at any adjourned General Meeting other than business which might properly have been transacted at the General Meeting had the adjournment not taken place.
- 11.6 When a General Meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise, it shall not be necessary to give any such notice.

## **12. METHODS OF VOTING**

- 12.1 At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or upon the declaration of the result of the show of hands) a poll is:
- 12.1.1 demanded by the Chair; or
  - 12.1.2 by at least five Members present in person having the right to vote at the meeting (including proxies).
- 12.2 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chair. 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.
- 12.3 A demand for a poll made by a proxy for a Member will be treated in the same way as a demand made by the Member which appointed that proxy.
- 12.4 A poll shall be taken as the Chair directs and they may appoint scrutineers (who need not be Members), make provisions to ensure the process is confidential, and fix a time and place for declaring the results of a poll. The result of the poll shall be deemed to be the resolution of the General Meeting at which the poll was demanded.
- 12.5 Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 12.6 No poll may be demanded on the election of a chair of a General Meeting or on any question of adjournment.
- 12.7 The authorised representative of a Member is entitled to exercise the same powers on behalf of the Member which they represent as if they have been an individual Member including power when personally present to vote on a show of hands and to demand or concur in demanding a poll.

## **13. GENERAL MEETINGS - VOTING AT MEETINGS**

- 13.1 At a General Meeting every Member shall have one vote to be cast by the Member either personally or by proxy.
- 13.2 No objection shall be raised to the qualification of any voter except at the General Meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid for all purposes. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.
- 13.3 Every Member shall be entitled to appoint another person as their proxy in accordance with the Act. A proxy does not need to be a Member.
- 13.4 Proxies may only be validly appointed by a notice in writing (a **proxy notice**) which states the name and address of the Member appointing the proxy, identifies the person appointed as proxy

and the General Meeting in relation to which they are appointed, is signed by or on behalf of the Member and is delivered to the Charity in accordance with these Articles.

- 13.5 The Trustees may require proxy notices to be delivered in a particular form.
- 13.6 Proxy notices may specify how the proxy appointed under them is to vote (or to abstain from voting) on one or more resolution.
- 13.7 Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed as proxy discretion as how to vote on any ancillary or procedural resolutions put to the General Meeting and appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.
- 13.8 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the General Meeting or adjourned meeting to which it relates.
- 13.9 An appointment under a proxy notice may be revoked by delivering the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 13.10 If a proxy notice is not executed by the authorised representative of the relevant Member, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.
- 13.11 A resolution put to the vote of the meeting shall be validly passed:
- 13.11.1 in the case of a special resolution, it is proposed to the Members as a special resolution and it is agreed by at least 75% of all those Members in attendance at the General Meeting;
  - 13.11.2 in the case of an ordinary resolution, it is proposed to the Members as an ordinary resolution and is agreed by a majority of all those Members in attendance at the General Meeting; and
  - 13.11.3 it complies with any other legal requirements from time to time.
- 13.12 Unless a poll is so demanded, a declaration by the Chair that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of proceedings of the Charity shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 13.13 An ordinary resolution to be proposed at a General Meeting may be amended by ordinary resolution if the proposed amendments do not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 13.14 A special resolution to be proposed at a General Meeting may be amended by ordinary resolution if the Chair of the meeting proposes the amendments at the General Meeting at which the resolution is to be proposed and the amendment does not go beyond which is necessary to correct a grammatical or other non-substantive error in the resolution.

#### **14. WRITTEN RESOLUTIONS OF MEMBERS**

- 14.1 Except in the case of a resolution to remove a Trustee or an auditor before the end of their term, a resolution in writing is as effective as a resolution actually passed at a General Meeting duly convened and held provided that:
- 14.1.1 in the case of a special resolution, it is stated on the resolution that it is a special resolution, it is signed by at least 75% of all those Members entitled to receive notice of and to attend General Meetings;

- 14.1.2 in the case of an ordinary resolution, it is signed by a majority of all those Members entitled to receive notice of and to attend General Meetings; and
- 14.1.3 it complies with any other legal requirements from time to time.
- 14.2 A resolution in writing is passed when the required majority of Members have signified their agreement to it, which can include by Electronic Form.
- 14.3 A written resolution of the Members will lapse if it is not passed within 28 days of the date upon which it was circulated to the Members.

## **15. TRUSTEES**

- 15.1 Until otherwise determined by an ordinary resolution of the Charity, the number of Trustees shall not be less than three nor more than 13.
- 15.2 The Trustees will comprise:
  - 15.2.1 Up to six Elected Trustees, appointed under Article 16.1;
  - 15.2.2 Up to six Appointed Trustees, appointed under Article 16.2; and
  - 15.2.3 The Chair, appointed under Article 20.

## **16. APPOINTMENT AND RETIREMENT OF TRUSTEES**

- 16.1 Elected Trustees
  - 16.1.1 Subject to Article 16.1.2, a person shall be eligible to stand for election by the Members as an Elected Trustee if they have been confirmed as a suitable candidate by the Nominations and Remuneration Committee (having regard to the desire to promote diversity having regard to the required mix of skills and expertise) and are an Employee of a Member and have the written support of the authorised representative of the Member.
  - 16.1.2 Unless otherwise agreed by the Board, a person shall only be eligible for election as an Elected Trustee if, at the date on which that person would take up office as a Trustee, there is no more than one other Trustee at that time on the Board who is an Employee of the same Eligible Institution.
  - 16.1.3 Subject to Article 16.4, each Elected Trustee shall be appointed for a three year term. At the end of each term, an Elected Trustee who remains able and willing to do so and whose re-election is supported by the Nominations and Remuneration Committee, may, subject to Article 16.6, be re-elected by the Members in accordance with Article 16.1.6.
  - 16.1.4 The term of office of an Elected Trustee shall commence on the date on which they are appointed by the Members.
  - 16.1.5 Vacancies arising may be filled by the decision of the Members at the Annual General Meeting; any vacancies not filled at the Annual General Meeting or any vacancy arising during the course of the year by virtue of Article 18 (Disqualification and Removal of Trustees) may be filled at any other General Meeting notified to the Members by the Trustees or at the next Annual General Meeting.
  - 16.1.6 Where there are more suitable candidates than vacancies for Elected Trustees under Article 16.1, all suitable candidates will be presented to the Members and a suitable single transferrable vote system (as agreed from time to time by the Board) shall be used and the Members shall vote for their preferred Elected Trustee(s).

- 16.1.7 Notwithstanding the remainder of Article 16.1, if the same number or a smaller number of individuals are eligible and have been proposed as Elected Trustees than the number of Elected Trustee vacancies, those individuals shall automatically be deemed to have been elected as Elected Trustees.
- 16.1.8 Where an Elected Trustee ceases to be an Employee of the Member they were employed by at the time of becoming eligible to stand for election:
- (a) if that Elected Trustee becomes an Employee of another Eligible Institution, subject to Article 16.1.9 they shall be entitled to continue to serve as an Elected Trustee for the remainder of their term with the consent of the new Eligible Institution; or
  - (b) in all other circumstances, that Elected Trustee shall automatically cease to hold office as an Elected Trustee.
- 16.1.9 If an Eligible Institution would, as a result of an Elected Trustee moving to that Eligible Institution under Article 16.1.8 (a), employ more than two Elected Trustees at any time, the Elected Trustee to which 16.1.8 (a) applies may continue to serve as an Elected Trustee until the next AGM. Thereafter, they may continue to serve as an Elected Trustee for the remainder of their term unless, at that AGM, a majority of the members object to their continuation in office, in which case they shall step down from office as an Elected Trustee at that AGM.
- 16.2 Appointed Trustees
- 16.2.1 The Trustees shall have the power at any time from time to time to appoint any person who is eligible and willing to do so to be an Appointed Trustee if they have been confirmed as a suitable candidate by the Nominations and Remuneration Committee, subject to the maximum under Article 15.2.2 not being exceeded.
- 16.2.2 Appointed Trustees shall be selected on the basis of their skills and experience, including their knowledge of the UK-wide context within which the Charity operates.
- 16.2.3 Unless appointed for a shorter period by the Trustees and subject to Article 16.4, each Appointed Trustee shall be appointed for a three year term. At the end of each term an Appointed Trustee who remains able and willing to do so and whose re-appointment is supported by the Nominations and Remuneration Committee, may, subject to Article 16.6, be re-appointed.
- 16.3 Co-optees
- 16.3.1 Where one of the circumstances set out in Article 16.3.2 applies and the Trustees believe it is reasonably necessary or appropriate and in the Charity's best interests to do so, they may appoint any person who is eligible and willing to do so to be a Co-optee, as an observer to the Board but who shall not be a Trustee, subject to the maximum under Article 16.3.4 not being exceeded .
- 16.3.2 A person may only be appointed by the Board as a Co-optee if:
- (a) the appointment is to fill a gap identified on the Board from time to time in terms of skills and/or experience, or to otherwise promote diversity; or
  - (b) the appointment is of a person who was an Elected Trustee but ceased to be an Elected Trustee by virtue of Article 16.1.8 or 16.1.9, but the Trustees nevertheless conclude it is in the Charity's best interests for that person to remain as an observer to the Board.

In either of these two cases, Co-optees shall be selected on the basis of their particular knowledge, skills, experience and/or potential in light of the particular needs or priorities of the Charity at that time.

- 16.3.3 Unless appointed for a shorter period by the Trustees, each Co-optee shall be appointed for the following term:
- (a) in the case of a Co-optee appointed pursuant to Article 16.3.2 (a), for such period as the Board may in its absolute discretion determine (but not exceeding a period of two years); or
  - (b) in the case of a Co-optee appointed pursuant to Article 16.3.2 (b), for the remainder of the current term that person would have served in office had they remained as an Elected Trustee.
- 16.3.4 The Board may appoint up to three individuals as Co-optees at any one time, as observers to the Board.
- 16.4 The Trustees serving in office from 1 August 2020 shall, subject to Article 18, serve in office for staggered terms of office as determined at the time of their appointment.
- 16.5 A person shall not be entitled to act as a Trustee, whether on a first or any subsequent entry into office, until they have signed a declaration of acceptance and willingness to act in accordance with the terms of these Articles.
- 16.6 No Trustee shall serve in office for more than nine consecutive years provided that an Appointed Trustee may be reappointed annually thereafter by the Board and an Elected Trustee may be re-elected annually thereafter by the Members, in either case if there are exceptional circumstances. For avoidance of doubt, any period served in office by a Trustee prior to 1 August 2021 shall not count towards this maximum permitted term of office.
- 16.7 Notwithstanding anything in these Articles, the Charity may by ordinary resolution at a General Meeting of which special notice has been given in accordance with the Act remove any Trustee before the expiration of their period of office.

## **17. POWERS AND DUTIES OF THE TRUSTEES**

- 17.1 Subject to the provisions of the Act, these Articles (including the Reserved Matters) and to any directions given by special resolution of the Charity, the business of the Charity shall be managed by the Trustees for which purpose they may exercise all the powers of the Charity. No alteration of these Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Trustees by these Articles and at a Board meeting at which a quorum of Trustees is present may exercise all the powers exercisable by the Trustees.
- 17.2 The Trustees may exercise all the powers of the Charity and all the powers necessary in order to manage, operate and administer it in accordance with their role as the ultimate decision making body for the Charity, including, but not limited to, the power to borrow money and to mortgage or charge, grant or create security over its undertaking, property and assets or any part of them and to give guarantees or issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Charity or of any third party, but only in so far as is permitted by law.
- 17.3 The Trustees shall have regard to the Reserved Matters set out in Schedule 2 of these Articles and shall consult with or seek the agreement of the Members, as applicable, when making a decision in relation to a Reserved Matter. The Reserved Matters are recognised and agreed by the Board as being matters of such significance to the Charity and its Members that it is appropriate for the views or approval (as applicable) of Members to be sought in relation to such matters.

17.4 Subject to the provisions of these Articles, the Reserved Matters and the law, the Trustees may make rules with respect to the carrying into effect of all or any of the Objects or all or any of the provisions of these Articles.

17.5 For the avoidance of doubt, the Trustees remain legally responsible for the management and administration of the Charity, for compliance with the law, and are subject to their legal obligations and duties in relation to the same and the effective pursuit of the Objects.

## **18. DISQUALIFICATION AND REMOVAL OF TRUSTEES**

18.1 The office of a Trustee shall be vacated if:

18.1.1 by written notice they resign from office;

18.1.2 in the case of an Elected Trustee, the Eligible Institution of which they are an authorised representative ceases to be a Member;

18.1.3 in the case of an Elected Trustee, they cease to be eligible by virtue of Article 16.1.8;

18.1.4 they are an Appointed Trustee and the Trustees pass a resolution to remove them from office on the basis that in their reasonable opinion, their conduct or behaviour is detrimental to the interests of the Charity or otherwise in breach of any code of conduct in place from time to time;

18.1.5 the Members pass a resolution to remove them from office in accordance with section 168 of the Act;

18.1.6 they absent themselves from Board meetings during a continuous period of six months without special leave of absence from the Trustees and the Trustees pass a resolution that they have by reason of such absence vacated office;

18.1.7 they are the subject of a written opinion by a registered medical practitioner who is treating that Trustee, addressed to the Charity, stating that the Trustee has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;

18.1.8 they die; or

18.1.9 they are automatically disqualified from being a trustee under section 178 of the Charities Act 2011 as amended from time to time.

## **19. PROCEEDINGS OF THE TRUSTEES**

19.1 Subject to Article 19.2, the quorum necessary for the transaction of business of the Trustees shall be one third of the Trustees or three Trustees (whichever is higher). Questions arising at any meeting shall be decided by a majority of votes. If the number of Eligible Trustees shall be less than the number required for the quorum as a result of the Trustees having declared their interests, then the quorum shall be reduced to the number of Eligible Trustees present. In the case of an equality of votes, the Chair shall have a second or casting vote.

19.2 At least one Elected Trustee and one Appointed Trustee each must be present for there to be a quorum, save where the quorum is reduced as a result of the Trustees having declared their interests and there are no Eligible Trustees who are Elected Trustees or there are no Eligible Trustees who are Appointed Trustees, in which case the quorum need not include the category of Trustee for whom there are no Eligible Trustees.

19.3 Unless otherwise resolved by the Trustees, the Trustees shall meet at least three times each year.

- 19.4 The Chair or Vice-Chair of the Trustees may, and on the request of two Trustees shall, at any time call a meeting of the Trustees.
- 19.5 The Trustees for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose.

## **20. CHAIR AND VICE CHAIR**

- 20.1 The Trustees shall appoint the Chair to following a recommendation from the Nominations and Remuneration Committee, and the Chair's first term of office shall be calculated in accordance with Article 16.4.
- 20.2 Following the expiry of the term of office of the Chair appointed pursuant to Article 20.1:
- 20.2.1 The Trustees shall from time to time elect a person recommended for the position(s) of Chair by the Nominations and Remuneration Committee. If there is more than one suitable candidate, then the Trustees shall elect the Chair from amongst the candidates put forward.
- 20.2.2 Unless appointed for a shorter period by the Trustees, the Chair shall be appointed for a three year term if and for so long as they shall remain a Trustee. At the end of each term a Chair who remains able and willing to do so and whose re-appointment is supported by the Nominations and Remuneration Committee, may, subject to Article 16.6, be re-appointed.
- 20.2.3 For the avoidance of doubt, the term of office of the Chair shall take into account any time already served as an Elected Trustee or Appointed Trustee prior to appointment as Chair in determining the maximum number of years they may serve in office.
- 20.2.4 The Nominations and Remuneration Committee shall have regard to the skills and expertise of candidates when making a recommendation for appointment of the Chair, including their knowledge of the UK-wide context within which the Charity operates.
- 20.3 The provisions of Articles 16.5 to 16.7 shall apply in respect of the Chair.
- 20.4 The Chair shall be entitled to preside at all Board meetings and General Meetings at which they shall be present. If there shall be no Chair or if at any meeting they are unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Trustees present shall choose one of their number to be chair of the meeting.
- 20.5 The Board may from time to time appoint a person to act as Vice Chair from amongst their number and may determine the period for which they shall hold office, up to their remaining term in office as a Trustee.

## **21. DELEGATION AND COMMITTEES**

- 21.1 The Trustees may delegate the administration of any of their powers to individual Trustees or to committees of the Board and any such delegated authority must be used in accordance with any rules that the Trustees impose.
- 21.2 The Board may co-opt any person or people who are not Trustees to serve on the committee, but any such committee must have at least one Trustee on it at all times unless the Board has approved otherwise.
- 21.3 All acts and proceedings taken under such delegated authority must be reported to the Trustees as soon as reasonable.

21.4 Any committee of the Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum shall never be less than two members of the body concerned.

21.5 Unless agreed otherwise from time to time by the Board, the Charity shall have in place the following committees:

21.5.1 Nominations and Remuneration Committee.

## **22. NATIONAL AND REGIONAL GROUPS**

22.1 The Trustees shall, having regard to the Reserved Matters, establish one or more groups of members and their representatives to inform and advise the Board on matters relating to the Charity's policy at UK level including devolved matters, strategy or other sector issues (or any other matters that the Board may decide from time to time), and such groups will act in accordance with terms of reference approved by the Board from time to time.

## **23. ELECTRONIC PARTICIPATION**

23.1 Any of the Trustees, or any committee of the Trustees (including the policy groups), can take part in a Trustees meeting or committee meeting by way of:

23.1.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or

23.1.2 a series of video conferences or telephone calls from the Chair.

23.2 Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the Chair will be treated as taking place where the Chair is. Otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chair is unless the Trustees decide otherwise.

## **24. VALIDITY OF ACTIONS**

24.1 All acts bona fide done by any meeting of the Trustees, or of any committee of the Trustees, or by any person acting as a Trustee, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Trustee, or person acting as aforesaid, or that they or any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

## **25. MINUTES**

25.1 The Trustees shall cause proper minutes to be made in books provided for the purpose of:

25.1.1 all appointments of officers made by the Trustees;

25.1.2 the names of Trustees present at each meeting of the Trustees and of any committee of the Trustees; and

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

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

## **26. WRITTEN RESOLUTIONS**

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

## **27. CHIEF EXECUTIVE**

- 27.1 A Chief Executive shall be appointed by the Trustees on such terms and conditions as they may think fit and any Chief Executive so appointed may be removed by the Trustees in accordance with the conditions in place from time to time.

## **28. SECRETARY**

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

## **29. EXECUTION OF DOCUMENTS**

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

## **30. HONORARY OFFICERS**

The Trustees may, at any time and from time to time, appoint any person, whether a member of the Charity or not, to an honorary office of the Charity, including but not limited to fellows of the Charity. Such offices shall be honorary offices, carrying no voting powers. In appointing any such person, the Board may decide the scope of the role and specific terms of appointment (if any) for that honorary officer or category of honorary officers.

## **31. ACCOUNTS**

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

## **32. ANNUAL REPORT**

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

### **33. ANNUAL RETURN**

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

### **34. NOTICES**

- 34.1 Subject to these Articles, anything sent or supplied by or to the Charity under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Charity.
- 34.2 The only address at which a Member is entitled to receive notices is the address shown in the Register or an electronic address provided for that purpose.
- 34.3 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 34.4 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.
- 34.5 Where a document or information is sent or supplied by the Charity by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted.
- 34.6 Where a document or information is sent or supplied by the Charity in Electronic Form to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and proving such service it will be sufficient to prove that it was properly addressed.
- 34.7 Where a document or information is sent or supplied by the Charity by means of a website, service or delivery shall be deemed to be effected when:
- 34.7.1 the material is first made available on the website; or
  - 34.7.2 if later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website.
- 34.8 A Member, or Trustee, present at any meeting, shall be deemed to have received notice of the meeting, and where requisite, of the purpose for which it was called.
- 34.9 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted by the Act.

### **35. INDEMNITY AND INSURANCE**

- 35.1 Subject to the provisions of the Act and these Articles, but without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled, every Trustee or other officer shall be indemnified out of the assets of the Charity against all costs and liabilities incurred by them in defending any proceedings or investigation by any regulatory authority, whether civil or criminal, in which judgment is given in their favour, or they are acquitted, or relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

- 35.2 To the extent permitted by law from time to time, the Charity may provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by them in any proceedings (whether civil or criminal) brought by any party in relation to the affairs of the Charity, provided that they will be obliged to repay such amounts no later than:
- 35.2.1 if they are convicted in proceedings, the date when the conviction becomes final; or
  - 35.2.2 if judgement is given against them in proceedings, the date when the judgement becomes final; or
  - 35.2.3 if the court refuses to grant them relief on any application under the Act, the date when refusal becomes final.
- 35.3 Subject to the provisions of the Act and these Articles, the Trustees may purchase and maintain insurance at the expense of the Charity for the benefit of any Trustee, or other officer, of the Charity against any liability which may attach to them or loss or expenditure which they may incur in relation to anything done or alleged to have been done or omitted to be done as a Trustee or other officer.

## **36. ALTERATIONS TO THESE ARTICLES**

- 36.1 No alterations to these Articles may be made which would cause the Charity to cease to be a charity in law. Other alterations to these Articles may only be made by a special resolution of Members at a General Meeting or by a written special resolution of Members.
- 36.2 Alterations may only be made to:
- 36.2.1 the Objects; or
  - 36.2.2 to any clause in these Articles which directs the application of property on dissolution; or
  - 36.2.3 to any clause in these Articles which provides the Trustees (or any one of them) with any benefit,
- with the Charity Commission's prior written consent where this is required by law.
- 36.3 The Charity shall inform the Charity Commission and Companies House of any alterations to the Articles and all future copies of the Articles issued must contain such alterations.
- 36.4 Once registration has been obtained with the OSCR and CCNI, no alterations will be made to the sections of the Articles legally requiring the prior written consent of the OSCR and/or CCNI (as applicable) without such consent having been obtained.

## **37. DISSOLUTION**

- 37.1 If, upon the winding-up or dissolution of the Charity, there remains (after the satisfaction of all its debts and liabilities) any property whatsoever the same shall not be paid to, or distributed among, the Members (except where a Member is also a charity with similar objects) but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under, or by virtue of Article 6. Such charitable institution or institutions to be determined by the Members, at or before the time of dissolution, or in default by the Charity Commission. If and in so far as effect cannot be given to such provision then, such property shall be given to some other charitable object.
- 37.2 Nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with any statutory provision regarding the meaning of the word "charitable" or the words "charitable purposes" in force in any part of the United Kingdom (including Scotland and Northern Ireland).

## SCHEDULE 1

## **SCHEDULE 2 NOT USED.**

### **Reserved Matters**

1. Before taking any such decision, the Board will seek approval from the Members in relation to:
  - 1.1 Any proposed change to the Charity's corporate structure or legal status;
  - 1.2 Any variation or cessation of registered charitable status in England and Wales, Scotland or Northern Ireland (following initial registration); and
  - 1.3 The establishment and dissolution of any national and regional groups of the Charity in accordance with Article 22.
  
2. Before taking any decision, the Board will consult with and duly consider the view(s) of Members in relation to:
  - 2.1 The establishment or winding up of subsidiaries of the Charity;
  - 2.2 Any significant merger, transfer of undertaking or business acquisition (such significance to be determined in the reasonable opinion of the Board based on the size of the transaction, its value to the Charity and any risks it poses);
  - 2.3 Setting a strategy for the organisational direction and vision of the Charity;
  - 2.4 Any proposed changes to the categories and eligibility criteria of Members or Associate Members or establishing additional membership categories in accordance with Article 9.9;
  - 2.5 Raising membership fees above inflation in accordance with RPI;
  - 2.6 Any decision to change the Charity's registered office; and
  - 2.7 In exercising powers set out in Article 5 that, in the reasonable opinion of the Board, are pertinent to the Charity's strategy or the way in which the Charity furthers the Objects, and are not matters relevant to the ordinary operation and administration of the business of the Charity.