

Articles of Association

of

Spinal Injuries Association

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 2006

COMPANY NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

SPINAL INJURIES ASSOCIATION

PART A. INTRODUCTION

1 INTERPRETATION

1.1 In these Articles:

“the Act”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Association and any statutory modification or re-enactment thereof for the time being in force.
“the Articles”	means these Articles of Association of the Association.
“the Association”	means the charitable company intended to be regulated by the Articles.
“the Board”	means the board of Trustees of the Association and (where appropriate) includes a Committee and the Trustees acting by written resolution.
“Board Meeting”	means a meeting of the Board.
“Business Day”	means any day other than a Saturday, Sunday, bank holiday or public holiday.
“Chair”	means (subject to the context) either the person elected as chair of the Association in accordance with Article 277 or where the chair of the Association is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time.
“Charity Commission”	means the Charity Commission for England and Wales.
“Clear Days”	in relation to a period of notice means the 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.
“Committee”	means a committee of the Board exercising powers delegated to it by the Board.

“Companies House”	means the office of the Registrar of Companies.
“Company Member”	means a member of the Association for the purposes of company law who is admitted under Article 6.
“General Meeting”	means a meeting of Company Members.
“including”	means “including without limitation” and “include” and “includes” are to be construed accordingly.
“Member”	means a non-voting class of member of the Association created by the Board in accordance with Article 9 who is not a Company Member.
“the Memorandum”	means the Memorandum of Association of the Association.
“the Objects”	means the objects of the Association set out in Article 3.
“Observers”	means those persons (other than Trustees) present under Article 29 at a Board Meeting.
“Registered Office”	means the registered office of the Association.
“Secretary”	means the secretary of the Association including a joint, assistant or deputy secretary.
“Treasurer”	means a person elected as the treasurer of the Association in accordance with Article 27.
“Trustee”	means a company director and charity trustee of the Association who is appointed under Article 19.
“United Kingdom”	means Great Britain and Northern Ireland.
“Vice-Chair”	means any person elected as a vice-chair of the Association in accordance with Article 277.
“Working Party”	means a body established by the Board to make recommendations to the Board but without decision-making powers.

1.2 In the Articles:

- 1.2.1 terms defined in the Act are to have the same meaning.
- 1.2.2 references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa;
- 1.2.3 references to “organisations” or “persons” include but are not limited to corporate bodies, public bodies, unincorporated associations, trusts and partnerships;

- 1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;
- 1.2.5 references to articles are to those within the Articles; and
- 1.2.6 headings are not to affect the interpretation of the Articles.
- 1.3 For the avoidance of doubt the system of law governing the Memorandum and the Articles is the law of England and Wales.
- 1.4 None of the model articles in the Companies (Model Articles) Regulations 2008 apply to the Association.

2 NAME

The name of the Association is Spinal Injuries Association.

3 OBJECTS

The Association's objects ('the Objects') are to promote the welfare of all spinal cord injured people and to promote their integration and full participation in society by encouraging and enabling them to become fulfilled and in control of their lives in any manner which now is or hereafter may be deemed by law to be charitable to include but not so as to limit the generality of the foregoing:

- 3.1 the provision of quality services, publications, information, training courses and support to all spinal cord injured people, their families and friends from the moment of injury onwards
- 3.2 encouraging spinal cord injured people to take up membership of the Association for the promotion of their needs and concerns
- 3.3 promoting and carrying out or assist in promoting and carrying out medical and social research into all aspects of spinal cord injury and supporting and collaborating with other professionals working in the field
- 3.4 promoting and carrying out or assist in promoting and carrying out research into and development of equipment that will improve the quality of life for spinal cord injured people their families and friends
- 3.5 raising public awareness of the needs and welfare of those with spinal cord injury, their families and carers, including but not limited to its causes and the physical and social consequences
- 3.6 seeking the reduction in paralysis due to spinal cord injury
- 3.7 establishing the right of access for every spinal cord injured person to the specialised medical expertise and ongoing support from a spinal cord injuries centre
- 3.8 to promote and organise co-operation in the achievement of the Objects nationally, internationally and locally and to that end may bring together in conference representatives of voluntary agencies, government departments, statutory

authorities, other bodies whether incorporated or not and individuals engaged in the furtherance of the Objects

- 3.9 to collect and publish information regarding the welfare of spinal cord injured people and regarding the prevention of spinal cord injury and exchange such information with other bodies having similar objects whether in this country or overseas

In this Article 3 “spinal cord injured” or “spinal cord injury” also includes but is not limited to Cauda Equina Syndrome, Spina Bifida and Transverse Myelitis.

Throughout the Articles “charitable” means charitable in accordance with the law of England and Wales provided that it will not include any purpose that is not charitable in accordance with Section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and Section 2 of the Charities Act (Northern Ireland) 2008.

4 POWERS

The Association may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Articles in order to further the Objects (but not otherwise) and in particular it has powers:

Staff and Volunteers

- 4.1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants;
- 4.2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;

Property

- 4.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);
- 4.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;
- 4.5 to sell, lease, license, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 2011);
- 4.6 to provide accommodation for any other charitable organisation on such terms as the Board decides (including rent-free or at nominal or non-commercial rents) subject to the restrictions in the Charities Act 2011;

Borrowing

- 4.7 to borrow and give security for loans;

Grants and Loans

- 4.8 to make grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 2011);

Fund Raising

- 4.9 to raise funds, to invite and receive contributions;

Trading

- 4.10 to trade in the course of carrying out the Objects and to charge for services;

Publicity

- 4.11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Association and other organisations operating in similar fields;
- 4.12 to promote or carry out research and publish the results of it;

Contracts

- 4.13 to co-operate with and enter into contracts with any person;

Bank or building society accounts

- 4.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Association;

Investments

- 4.15 to:
- 4.15.1 deposit or invest funds;
 - 4.15.2 employ a professional fund-manager; and
 - 4.15.3 arrange for the investments or other property of the Association to be held in the name of a nominee
- in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000.

Insurance

- 4.16 to insure the assets of the Association to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);
- 4.17 to insure and to indemnify the Association's employees and voluntary workers from and against all risks incurred in the proper performance of their duties;
- 4.18 to take out insurance to protect the Association and those who use premises owned by or let or hired to the Association;
- 4.19 to pay the costs of purchasing and maintaining indemnity insurance in respect of any act or default of the Trustees or any of them in relation to the Association provided that such insurance shall not extend to indemnification against liability for wilful or criminal wrongdoing or default and is subject to the conditions in section

189 of the Charities Act 2011;

Other Organisations

- 4.20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, community benefit societies, associations or institutions which have purposes which include the Objects or to carry on any other relevant charitable purposes;
- 4.21 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them;
- 4.22 to amalgamate with any charity which has objects similar to the Objects;
- 4.23 to undertake and execute any charitable trusts;
- 4.24 to affiliate, register, subscribe to or join any organisation;
- 4.25 to act as agent or trustee for any organisation;

Reserves

- 4.26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

Formation expenses

- 4.27 to pay the costs of forming the Association and of complying with all relevant registration requirements; and

General

- 4.28 to do anything else within the law which is incidental and conducive to the Objects.

5 APPLICATION OF FUNDS

The income and property of the Association 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 Company Members and unless the prior consent of the Charity Commission has been given no Trustee shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or moneys worth from the Association Provided that nothing in these Articles shall prevent any payment in good faith by the Association:

- 5.1 of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Association to act in a professional capacity on its behalf provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
- 5.2 of reasonable and proper remuneration for any services rendered to the Association

- by any Company Member, officer or servant of the Association who is not a Trustee;
- 5.3 of interest on money lent by any Company Member or 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;
 - 5.4 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 issued capital of that company;
 - 5.5 of reasonable and proper rent for premises demised or let by any Company Member or a Trustee; or
 - 5.6 to any Trustee of reasonable out of pocket expenses.

PART B. MEMBERSHIP

6 ADMISSION OF COMPANY MEMBERS

- 6.1 The Company Members are those admitted to company membership of the Association by the Board under the Articles.
- 6.2 Following the adoption of these Articles the Company Members shall be the Trustees for the time being. On appointment as a Trustee a person will, subject to Article 6.4, be admitted by the Board as a Company Member.
- 6.3 The only people who may be Company Members are the Trustees.
- 6.4 The Board may decide that a person will not become a Company Member until s/he has signed a written application or guarantee or given an oral declaration agreeing to become a Company Member in such form as the Board requires.
- 6.5 Company Membership is personal and not transferable.

7 TERMINATION OF COMPANY MEMBERSHIP

A person will cease to be a Company Member:

- 7.1 if, at the date of adoption of these Articles, they are not a Trustee;
- 7.2 if s/he ceases to be a Trustee; or
- 7.3 on delivering written notice of resignation to the Registered Office.

8 LIABILITY OF COMPANY MEMBERS

- 8.1 The liability of the Company Members is limited.
- 8.2 Every Company Member promises if the Association is wound up whilst s/he is a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards:
 - 8.2.1 winding up the Association;
 - 8.2.2 the payment of the debts and the payment of the costs, charges and expenses of liabilities incurred whilst the contributor was a Company Member; and
 - 8.2.3 the adjustment of the rights of the contributories among themselves.

9 MEMBERSHIP

- 9.1 The Board will create a class or classes of non-voting members ("Members") and in respect thereof may determine:
 - 9.1.1 the rights and obligations of any such Members (including, without

limitation, the payment of membership fees); and

9.1.2 the conditions for admission to and termination of such membership.

9.2 Other references in these Articles to "Company Members" and "membership" do not apply to any classes of non-voting Members created under Article 9.1 and such non-voting Members do not qualify as Company Members for any purpose under the Act.

PART C. GENERAL MEETINGS

10 GENERAL MEETINGS

- 10.1 The Board may call a General Meeting at any time, to be held at such time and place as the Board decides subject to Article 111.
- 10.2 On receiving a requisition from the percentage of Members required under the Act the Board must promptly convene a General Meeting.

11 NOTICE OF GENERAL MEETINGS

- 11.1 Every General Meeting must be called by at least 14 Clear Days' notice.
- 11.2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Company Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Company Members at the General Meeting.
- 11.3 The notice must specify:
 - 11.3.1 the time, date and place of the General Meeting;
 - 11.3.2 the general nature of the business to be transacted; and
 - 11.3.3 if a special resolution is proposed, the fact that the proposed resolution is a special resolution and the wording of the resolution.
- 11.4 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.
- 11.5 Notice of a General Meeting must be given to all of the Company Members, the Trustees and the Association's auditors (if any).
- 11.6 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 will not invalidate the proceedings at that General Meeting.

12 QUORUM

- 12.1 No business may be transacted at a General Meeting unless a quorum is present.
- 12.2 The quorum for General Meetings is one third of the Company Members for the time being or five Company Members, whichever is the greater, being present in person or by proxy.
- 12.3 A Company Member may be part of the quorum at a General Meeting if s/he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 12.4 If a quorum is not present within 30 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to

such time and place as the Board decides.

- 12.5 If at the adjourned General Meeting there are again insufficient Company Members present within 30 minutes from the time of the adjourned General Meeting to constitute a quorum then the General Meeting shall be dissolved.
- 12.6 Reasonable notice of the adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Members, such reasonable notice to be no less than 1 Clear Days' notice.
- 12.7 A General Meeting may be held entirely through telephone, video conferencing or other communications equipment, via a mixture of such communications equipment or with some people physically present at the General Meeting whilst others are present via communications equipment.

13 CHAIR AT GENERAL MEETINGS

- 13.1 The Chair is to chair General Meetings.
- 13.2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act, then the Vice-Chair must chair the General Meeting. In the case of there being more than one Vice-Chair appointed to office and present at a General Meeting, the Board shall decide the process by which it is decided which of the Vice-Chairs shall chair the General Meeting.
- 13.3 If neither the Chair nor any of the Vice-Chairs are present and willing to act within 15 minutes from the time of the General Meeting, the Company Members present must choose one of their number to chair the General Meeting.

14 ADJOURNMENT OF GENERAL MEETINGS

- 14.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 14.2 The Chair may also adjourn a General Meeting if it appears to the Chair that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 14.3 The only business that may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting that was adjourned.
- 14.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 14.1 or 14.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.
- 14.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

15 VOTING AT GENERAL MEETINGS

- 15.1 Resolutions are to be decided on a show of hands (which can include voting electronically) unless a ballot is properly demanded. Subject to the provisions of these Articles or of any statute such a resolution may be passed by a simple majority of the votes cast at a General Meeting including proxy votes.
- 15.2 Each Company Member present in person or by proxy has one vote both on a show of hands and a ballot.
- 15.3 If there is an equality of votes on a show of hands or a ballot the Chair is entitled to a second or casting vote and resolutions which fail to achieve the required majority will be lost.
- 15.4 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.
- 15.5 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

16 BALLOTS

- 16.1 A ballot may be demanded by the Chair or by any two Company Members before or on the declaration of the result of a show of hands.
- 16.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 16.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.
- 16.4 A ballot is to be taken as the Chair directs (which can include via electronic means). The Chair may appoint scrutineers (who need not be Company Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.
- 16.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.
- 16.6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

17 PROXIES

- 17.1 A Company Member may validly appoint a proxy by notice in writing which
- 17.1.1 states the name and address of the Company Member appointing the proxy;

- 17.1.2 identifies the person appointed to be that Company Member's proxy and the General Meeting in relation to which that person is appointed;
 - 17.1.3 is signed by or on behalf of the Company Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - 17.1.4 is delivered to the Association in accordance with the articles and any instructions contained in the notice of the General Meeting to which they relate.
- 17.2 A proxy need not be a Company Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 38. A proxy may not appoint another proxy.
- 17.3 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 17.4 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 17.5 No document appointing a proxy will be valid for more than 12 months.
- 17.6 A vote given or ballot demanded by proxy is to be valid despite:
- 17.6.1 the revocation of the proxy; or
 - 17.6.2 the death or insanity of the principal
- unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.
- 17.7 A proxy form will not be valid for any part of a General Meeting at which the Company Member who appointed the proxy is present.

18 COMPANY MEMBERS' WRITTEN RESOLUTIONS

- 18.1 A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of eligible Company Members (provided that those Company Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting provided that:
- 18.1.1 a copy of the proposed resolution has been sent to every eligible Company Member;
 - 18.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Company Members have signified their agreement to the resolution; and
 - 18.1.3 such agreement is contained in an authenticated document that has been received at the Registered Office within the period of 28 days beginning

with the circulation date.

- 18.2 A resolution under Article 18.1 may consist of several documents in similar form each approved by one or more Company Members.

PART D. TRUSTEES

19 APPOINTMENT OF TRUSTEES

19.1 Trustees are appointed by the Board and when appointing Trustees the Board shall ensure that as far as is practicable:

19.1.1 at any one time at least 75% of the Trustees are spinal cord injured;

19.1.2 the composition of the Board is one of diversity reflecting society; and

19.1.3 in respect of five of the Trustees, the process for their selection as candidates for appointment, will include an election by the Members to choose those candidates from amongst the Members.

19.2 The number of Trustees shall be not less than nine and shall not be more than fifteen.

19.3 On or before the appointment of a person as a Trustee the person must:

19.3.1 confirm her/his consent to be appointed as a Trustee in whatever format the Board may require;

19.3.2 provide the information necessary to register the person online at Companies House as a director; and

19.3.3 consent to be admitted as a Company Member in accordance with Article 6 including complying with the requirements under Article 6.4 (if any).

The appointment of any person as a Trustee, who has not complied with the requirements of this Article 19.3 within one month of appointment, is to lapse unless the Board resolves that there is good cause for the delay.

19.4 A person may not be appointed as a Trustee:

19.4.1 unless s/he is 18 or over; or

19.4.2 if s/he would immediately cease to hold office under Article 21.

19.5 The term of office for a Trustee shall be three years. At the conclusion of her/his term of office, subject to Article 19.6, a Trustee who is willing to continue in office may, if the Trustees think fit, be re-appointed.

19.6 A Trustee may serve no more than a total of three terms of office after which they may not be reappointed for at least six years.

20 OBLIGATIONS OF TRUSTEES

20.1 The Board must set out in writing the principal obligations of every Trustee to the Board and to the Association. The statement of Trustees' obligations is not intended to be exhaustive and the Board may review and amend it from time to time.

- 20.2 A Trustee must sign and deliver to the Board a statement confirming s/he will meet her/his obligations to the Board and to the Association within one month of her/his appointment.

21 RETIREMENT AND REMOVAL OF TRUSTEES

- 21.1 A Trustee will cease to hold office if:

21.1.1 they die;

21.1.2 they cease to be a director under the Act, are prohibited by law from being a director or a charity trustee or are disqualified from acting as a charity trustee under the Charities Act 2011;

21.1.3 in the reasonable opinion of the Board, they become incapable of fulfilling their duties and responsibilities as a Trustee because of illness or injury and the Board resolves that they be removed as a Trustee;

21.1.4 they are declared bankrupt or makes any arrangement or composition with their creditors;

21.1.5 they are in the opinion of the Board guilty of conduct detrimental to the interests of the Association and the Board resolves by a 75% majority of the Trustees present and voting at a properly convened Board Meeting that they should be removed provided that the Trustee concerned and any other Trustee with a conflict of interest is not allowed to vote and also that the Trustee concerned must first be given an opportunity to put their case and to justify why they should not be removed as a Trustee;

21.1.6 they resign by written notice to the Association at the Registered Office;

21.1.7 they are absent without good reason from all Board Meetings in any 12 month period and the Board resolves (by a 75% majority of the Trustees present and voting at a properly convened Board Meeting) that they should cease to be a Trustee;

21.1.8 they fail to sign a statement of her/his obligations under Article 20 within one month of her/his appointment and the Board resolves that s/he be removed;

21.1.9 their term of office comes to an end and they are not re-appointed in accordance with Article 19; or

21.1.10 they cease to be a Company Member.

22 CONFLICTS OF INTEREST AND BOARD MEMBER CONDUCT

22.1 Declaration of interests

22.1.1 If a Trustee is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Association, s/he must declare the nature and extent of that interest to the other Trustees.

22.1.2 In accordance with the Act, the declaration may be made at a Board

Meeting or by written notice.

22.1.3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.

22.1.4 Any required declaration of interest must be made before the Association enters into the transaction or arrangement.

22.1.5 A declaration is not required in relation to an interest of which the Trustee or is not aware or where the Trustee is not aware of the transaction or arrangement in question. For this purpose a Trustee is treated as being aware of matters of which s/he ought reasonably to be aware.

22.1.6 A Trustee need not declare an interest:

22.1.6.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interests; or

22.1.6.2 if, and to the extent that, the other Trustees are already aware of it (and for this purpose the other Trustees are treated as being aware of anything of which they ought reasonably to be aware).

22.2 **Authorisation of direct conflicts of interest**

A Trustee may enter into a transaction or arrangement with the Association only if and to the extent that such an arrangement is authorised by Article 5.

22.3 **Authorisation of indirect conflicts of interest**

22.3.1 Where, for whatever reason, a Trustee has any form of indirect interest in relation to a transaction or arrangement with the Association (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Trustees not having a conflict provided that:

22.3.1.1 the Trustee with the conflict (and any other interested Trustee) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and

22.3.1.2 the Trustees who do not have a conflict in relation to the matter in question consider it is in the best interests of the Association to authorise the transaction.

22.3.2 The Trustees who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Trustee with the conflict and/or any other interested Trustee should absent herself/himself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

22.4 **Complaints about conduct**

22.4.1 If the Chair receives a written complaint identifying the complainant and alleging conduct by a Trustee that in her/his reasonable opinion is detrimental to the interests of the Association and in her/his opinion

suggests that there is a prima facie case for the complaint to be investigated in accordance with the provisions of this Article s/he may suspend the Trustee concerned.

22.4.2 Conduct detrimental to the interests of the Association includes:

22.4.2.1 any breach of a Trustee's obligations as set out in the statement of obligations of Trustees signed by her/him under Article 20 or otherwise; and

22.4.2.2 conviction of any offence which has or is likely to bring the Association into disrepute.

22.4.3 Where the Chair is absent or unable or unwilling to act in relation to the complaint or the complaint is about the Chair then the Vice Chair may exercise the power to suspend the Chair or a Trustee under Article 22.4.1 in the same circumstances as the Chair.

22.4.4 The Trustee whose conduct is complained of must be notified within a reasonable time (and in any case no later than 14 Clear Days after the date on which the complaint is received by the Chair or if about the Chair, received by a Vice Chair,) in writing (which includes by email) either by the Secretary (if any) or by the Chair or the Vice Chair of the complaint and of any suspension which if exercised under Article 22.4.1 or Article 22.4.3 will be effective from the date of the notice. During the period of any suspension the Trustee must not:

22.4.4.1 participate in a Board Meeting;

22.4.4.2 authorise or incur expenditure on behalf of the Association;

22.4.4.3 make use of any property belonging to or in use by the Association in her/his capacity as a Trustee;

22.4.4.4 hold herself/himself out as a Trustee of the Association; or

22.4.4.5 seek to commit the Association to any obligation.

22.4.5 On receipt of a complaint under Article 22.4.1 the Chair or the Vice Chair must immediately refer the matter for a fair process of investigation, which may be carried out by a panel established for the purpose, an independent person or persons, or such other body as the Chair or Vice Chair acting reasonably shall appoint, including under such procedure for dealing with complaints as the Board may from time to time approve.

PART E. BOARD MEETINGS

23 FUNCTIONS OF THE BOARD

The Board must direct the Association's affairs in such a way as to promote the Objects. The Board's functions include:

- 23.1 defining and ensuring compliance with the values and objectives of the Association;
- 23.2 establishing policies and plans to achieve those objectives;
- 23.3 approving each year's budget and accounts before publication;
- 23.4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 28) and employees with proper systems of control;
- 23.5 monitoring the Association's performance in relation to its plans budget controls and decisions;
- 23.6 appointing (and if necessary removing) those employees in respect of which the Board considers it appropriate for it to do so;
- 23.7 satisfying itself that the Association's affairs are conducted in accordance with generally accepted standards of performance and propriety; and
- 23.8 ensuring that appropriate advice is taken on the items listed in Articles 23.1 to 23.7 and in particular on matters of legal compliance and financial viability.

24 POWERS OF THE BOARD

- 24.1 Subject to the Act and the Articles, the business of the Association is to be managed by the Board who may exercise all of the powers of the Association.
- 24.2 An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

25 BOARD MEETINGS

- 25.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes and may meet in person or by electronic communication (or a mixture of both) for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit provided that the Board must meet not less than twice a year.
- 25.2 Board Meetings may be called by any Trustee or the Secretary (if appointed).
- 25.3 7 days' notice of Board Meetings must be given to each of the Trustees but it is not necessary to give notice of a Board Meeting to a Trustee who is out of the United Kingdom.
- 25.4 A Board Meeting which is called on shorter notice than required under Article 25.3 is deemed to have been duly called if at least two Trustees certify in writing that

because of special circumstances it ought to be called as a matter of urgency.

- 25.5 A Board Meeting may be held entirely through telephone, video conferencing or other communications equipment, via a mixture of such communications equipment or with some people physically present at the Board Meeting whilst others are present via communications equipment. If all the Trustees participating in the Board Meeting are not in the same place, they may decide that the Board Meeting is to be treated as taking place wherever any of them is.
- 25.6 Matters arising at a Board Meeting are to be decided by a simple majority of votes and, subject to Article 25.77, each Trustee is to have one vote.
- 25.7 If there is an equality of votes the Chair is entitled to a second or casting vote.
- 25.8 A technical defect in the appointment of a Trustee or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

26 QUORUM FOR BOARD MEETINGS

- 26.1 The quorum for Board Meetings is one third of the of the Trustees for the time being or five Trustees, whichever is the greater.
- 26.2 A Trustee may be part of the quorum at a Board Meeting if s/he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 26.3 The Board may act despite vacancies in its number but if the number of Trustees is less than the number fixed as the quorum then the Board may act only to appoint Trustees under Article 19 and admit those Trustees as Company Members under Article 6.
- 26.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Trustees present may act only to adjourn it to such other time and place as they decide.
- 26.5 If at the adjourned Board Meeting there are again insufficient Trustees present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then the Board Meeting shall be dissolved.

27 CHAIR, VICE-CHAIR(S) AND TREASURER

- 27.1 The Board must appoint a Chair and at least one Vice-Chair.
- 27.2 The Board may appoint additional Vice-Chairs and may appoint a Treasurer.
- 27.3 The Chair, the Vice-Chair(s) and the Treasurer, if any, must be Trustees and are to be appointed by the Board.
- 27.4 The Chair is to be appointed for a term of office of three years and may not be reappointed as Chair without an absence from the office of Chair of at least one year.
- 27.5 Any Vice-Chair is to be appointed for a term of office of one year. A Vice-Chair may

be reappointed as Vice-Chair by the Board provided that no person shall hold the office of Vice-Chair for more than three consecutive terms without an absence from the office of Vice-Chair of at least one year.

- 27.6 The Treasurer, if any, is to be appointed for a term of office of three years. A Treasurer can be reappointed.
- 27.7 The Chair, Vice-Chair(s) and Treasurer, if any, may resign from their positions at any time (without necessarily resigning as Trustees at the same time).
- 27.8 Where there is no Chair the first item of business at a Board Meeting must be to appoint a Chair in accordance with Article 27.1.
- 27.9 The Chair, the Vice-Chair(s) and Treasurer, if any, may be removed only at a Board Meeting called for the purpose and at which a resolution with a majority in favour is passed. The Chair, Vice-Chair(s) or Treasurer (as the case may be) must be given the opportunity to say why they should not be removed.
- 27.10 The Chair is to chair all Board Meetings and General Meetings at which s/he is present unless s/he does not wish or is not able to do so.
- 27.11 If the Chair is not present within 5 minutes after the start time for a Board Meeting or is unwilling or unable to chair a Board Meeting, then the Vice-Chair, if any, must chair the Board Meeting unless s/he is unwilling or unable to do so. In the case of there being more than one Vice-Chair appointed to office and present at a Board Meeting, the Board shall decide the process by which it is decided which of the Vice-Chairs shall chair a Board Meeting when the Chair is not present or is unwilling or unable to chair and that process will be followed.
- 27.12 If both the Chair and the Vice-Chair(s), if any, are not present within 5 minutes after the start time for a Board Meeting or are all unwilling or unable to chair the Board Meeting, then the Board must elect one of the Trustees who is present to chair the Board Meeting.
- 27.13 The functions of the Chair are:
- 27.13.1 to act as an ambassador for the Association and to represent the views of the Board to the general public and other organisations;
 - 27.13.2 to ensure that Board Meetings and General Meetings are conducted efficiently;
 - 27.13.3 to give all Trustees an opportunity to express their views;
 - 27.13.4 to establish a constructive working relationship with and to provide support for the employees;
 - 27.13.5 where necessary (and in conjunction with the other Trustees) to ensure that, where the post of any employee is or is due to become vacant, a replacement is found in a timely and orderly fashion;
 - 27.13.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Association to be carried on effectively between Board Meetings;
 - 27.13.7 to ensure that the Board monitors the use of delegated powers; and

27.13.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee.

27.14 The role of the Vice-Chair(s) is to deputise for the Chair during any period of her/his absence and, for that period, her/his/their functions shall be the same as those of the Chair.

28 COMMITTEES AND WORKING PARTIES

28.1 The Board may:

28.1.1 establish Committees consisting of those persons whom the Board decide;

28.1.2 delegate to a Committee any of its powers; and

28.1.3 revoke a delegation at any time.

28.2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.

28.3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.

28.4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of her/his appointment until the term of office for which s/he has been appointed expires or until s/he resigns or is removed by the Board from the Committee or Working Party.

28.5 The Board must determine the quorum for each Committee and Working Party it establishes.

28.6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.

28.7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

28.8 A meeting of a Committee or Working Party may be held entirely through telephone, video conferencing or other communications equipment, via a mixture of such communications equipment or with some people physically present at the meeting whilst others are present via communications equipment. If all the people participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

29 OBSERVERS

29.1 Subject to Article 29.4, the Board may allow individuals who are not Trustees to attend Board Meetings as Observers on whatever terms the Board decides.

29.2 Observers may not vote but may take part in discussions with the prior consent of

the Chair.

- 29.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 29.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to her/him is being considered.

30 TRUSTEES' WRITTEN RESOLUTIONS

- 30.1 A written resolution approved by all of the Trustees entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.
- 30.2 A written resolution approved by a simple majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 30.3 A resolution under Articles 30.1 or 30.2 may consist of several documents in similar form each approved by one or more of the Trustees or members of a Committee.

PART F. OFFICERS

31 THE SECRETARY

- 31.1 The Board may decide whether or not a Secretary is appointed.
- 31.2 Where appointed, a Secretary may be removed by the Board at any time.
- 31.3 If a Trustee is appointed as Secretary s/he may not receive any remuneration for acting in that capacity.

32 INDEMNITIES FOR OFFICERS AND EMPLOYEES

- 32.1 The Association may indemnify any officer or employee (other than a Trustee) against any liability incurred by her/him in her/his capacity as such except when that liability is due to her/his own dishonesty or gross negligence.
- 32.2 Subject to the Act (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 32.3, the Association may indemnify any Trustee out of the assets of the Association against all losses or liabilities which they may sustain or incur in or about the execution of the duties of their office or otherwise in relation thereto; including any liability incurred by them in defending any proceedings whether civil or criminal, in which judgement is given in their favour or in which are acquitted or in connection with any application in which 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 Association and no Trustee shall be liable for any loss damage or misfortune which may happen to or be incurred by the Association in the execution of the duties of their office or in relation thereto.
- 32.3 The indemnity provided to a Trustee in accordance with Article 32.2 may not include any indemnity against liability:
 - 32.3.1 to the Association or a company associated with it;
 - 32.3.2 for fines or penalties; or
 - 32.3.3 incurred as a result of their unsuccessful defence of criminal or civil proceedings.
- 32.4 In respect to its auditor the Association may:
 - 32.4.1 purchase and maintain insurance for her/his benefit against any liability incurred by her/him in her/his capacity as such; and
 - 32.4.2 indemnify her/him against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in her/his favour or s/he is acquitted or in connection with any application under Section 1157 of the Act or any section of any other statute amending or replacing Section 1157 in which relief is granted to her/him by the Court.

PART G. STATUTORY AND MISCELLANEOUS

33 MINUTES

- 33.1 The Board must arrange for minutes to be kept of all General Meetings and Board Meetings. The names of the Trustees present must be included in the minutes.
- 33.2 Copies of the draft minutes of Board Meetings must be distributed to the Trustees as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 33.3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 33.4 The Board must keep minutes of all of the appointments made by the Board.

34 ACCOUNTS, ANNUAL RETURN AND CONFIRMATION STATEMENT

- 34.1 The Association must comply with the Charities Act 2011 and the Trustees must comply with their obligations as charity trustees under the Charities Act 2011 including preparing and filing an annual return, an annual Trustees' report and annual accounts with the Charity Commission.
- 34.2 The Association must comply with the Act and the Trustees must comply with their obligations as company directors under the Act including preparing and filing the annual accounts and annual confirmation statement with the Registrar of Companies.
- 34.3 The Association must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires).
- 34.4 The annual Trustees' report and accounts must contain:
 - 34.4.1 revenue accounts and balance sheet for the last accounting period;
 - 34.4.2 the auditor's report on those accounts (if applicable); and
 - 34.4.3 the Board's report on the affairs of the Association.
- 34.5 The accounting records of the Association must always be open to inspection by a Trustee.

35 BANK AND BUILDING SOCIETY ACCOUNTS

- 35.1 All bank and building society accounts must be controlled by the Board and must include the name of the Association.
- 35.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

36 EXECUTION OF DOCUMENTS

Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

- 36.1 two Trustees;
- 36.2 one Trustee and the Secretary (where appointed); or
- 36.3 one Trustee in the presence of a witness who attests the Trustee's signature.

37 NOTICES

- 37.1 Except for notices calling Board Meetings (which may be in writing but do not have to be) notices under the Articles must be in writing. In this Article writing includes email.
- 37.2 A Company Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.
- 37.3 The Association may give a notice to a Company Member, Trustee or auditor either:
 - 37.3.1 personally;
 - 37.3.2 by sending it by post in a prepaid envelope;
 - 37.3.3 by leaving it at her/his address; or
 - 37.3.4 by email.
- 37.4 Notices under Article 37.3.2 to 37.3.44 may be sent:
 - 37.4.1 to an address in the United Kingdom which that person has given the Association;
 - 37.4.2 to the last known home or business address of the person to be served; or
 - 37.4.3 to that person's address in the Association's register of Company Members.
- 37.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.
- 37.6 A copy of the notification from the system used by the Association to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.
- 37.7 A notice may be served on the Association by delivering it or sending it to the Registered Office.
- 37.8 The Board may make standing orders to define other acceptable methods of delivering notices.

38 STANDING ORDERS AND RULES

- 38.1 Subject to Article 38.33 the Board may from time to time make, alter, add to or repeal standing orders or rules for the proper conduct and management of the Association.
- 38.2 Standing orders and rules are binding on all Company Members, Trustees and Members.
- 38.3 No standing order or rule may be inconsistent with or may affect or repeal anything in the Articles.

39 WINDING UP

- 39.1 If the Association is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Company Members but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent least as great as is imposed on the Association by Article 5, chosen by the Company Members at or before the time of dissolution and if that cannot be done then to some other charitable object.