

**ARTICLES OF ASSOCIATION OF  
BUTTERFLY CONSERVATION**

**1 NAME**

The name of the company is Butterfly Conservation (the '**Charity**').

**2 REGISTERED OFFICE**

The registered office of the Charity is in England and Wales.

**3 OBJECTS**

3.1 The Charity is established for **charitable** purposes, for the advancement of education and for other purposes beneficial to the community, and in particular for the following purposes and **objects** if and so far as the same are charitable, that is to say:

3.1.1 the study, conservation and preservation of natural fauna and flora and particularly species of butterflies and moths in the United Kingdom and elsewhere, by conserving them in the wild by such means as are available including without limitation through the creation and conservation of natural, semi-natural or other habitats;

3.1.2 to promote, undertake and sponsor scientific study and research into the habits, diseases and life-cycles of such flora and fauna and particularly butterflies and moths and their life-cycles in relation to agricultural, horticultural, industrial and human practices and activities, and to disseminate the results of such research as widely possible;

3.1.3 to promote or undertake conservation and sound management for the benefit of the public generally of lands of ecological or other scientific importance; and

3.1.4 to foster interest in governmental and voluntary bodies, educational establishments and the public generally in problems concerning the conservation of natural flora and fauna, and particularly butterflies and moths.

3.2 Article 3.1 may only be amended (by special resolution) with the prior written consent of the **Commission**.

**4 POWERS**

The Charity has the following powers, which may be exercised only in promoting the Objects:

4.1 to provide advice or information and to carry out research and to publish and distribute the useful results;

4.2 to issue appeals, hold public meetings, conferences, exhibitions, classes and seminars and take such other steps as may be expedient to increase understanding of the work of the Charity and generate support for it;

4.3 to carry out campaigning and advocacy, provided that the **Council** is satisfied that any proposed campaigning and advocacy will further the Objects to an extent justified by the resources committed and that such activity is not the dominant means by which the Charity promotes the Objects;

- 4.4 to co-operate and to enter into such arrangements as Council sees fit with other bodies including local or central governmental authorities in the United Kingdom and abroad;
- 4.5 to support, administer or set up other charities and to act as trustee of any charity whether established by the Charity or otherwise;
- 4.6 to accept gifts and to raise funds (but not by means of **taxable trading**, other than through a trading company) and in its discretion to disclaim any particular contribution;
- 4.7 to borrow money and to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);
- 4.8 to acquire or hire property of any kind;
- 4.9 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.10 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to Council;
- 4.11 to set aside funds for special purposes or as reserves against future expenditure;
- 4.12 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a **financial expert** as Council considers necessary and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it;
- 4.13 to delegate the management of investments to a financial expert, but only on terms that:
  - 4.13.1 the investment policy is set down **in writing** for the financial expert by Council;
  - 4.13.2 timely reports of all transactions are provided to Council;
  - 4.13.3 the performance of the investments is reviewed regularly with Council;
  - 4.13.4 Council is entitled to cancel the delegation arrangement at any time;
  - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a **year**;
  - 4.13.6 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 Council on receipt; and
  - 4.13.7 the financial expert must not do anything outside the powers of the Charity;
- 4.14 to arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the direction of Council or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 4.15 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required;
- 4.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.17 subject to Article 8 to employ paid or unpaid agents, staff or advisers;
- 4.18 to enter into contracts to provide services to or on behalf of other bodies;
- 4.19 to establish or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects; and

4.20 to do anything else within the law which promotes, helps to promote or is incidental to the promotion of the Objects.

## 5 COUNCIL

5.1 The members of Council as **charity trustees** have control of the Charity and its property and funds and shall exercise all of the powers of the Charity not reserved by the **Companies Act** or the **Articles** to the **Members**, subject to such standing orders as the Members may prescribe in general meeting (provided that any such standing orders are consistent with the Companies Act and the Articles and that no such standing order shall invalidate a prior act of the Council which would otherwise have been valid).

5.2 The **Trustees** shall be elected by the Members in accordance with such regulations as Council shall issue for that purpose (the '**Regulations**') or, in the case of co-opted Trustees, appointed by the Trustees pursuant to Article 5.7. Council shall invite Members to stand and to nominate candidates to stand for election by the Members.

5.3 The Regulations shall specify:

5.3.1 a procedure for the nomination of candidates to stand for the post of Trustee, provided that each such candidate must be:

- (a) an existing Trustee standing for re-election; or
- (b) a person nominated by Council; or
- (c) a person nominated by a Member in accordance with the Regulations;

5.3.2 a procedure to inform Members of candidates and allow them to elect their chosen candidate(s);

5.3.3 rules for the counting of votes and identification of successful candidates; and

5.3.4 any other matters relating to the appointment of Trustees by the Members as the Council sees fit

5.4 Council shall make the Regulations in force from time to time available to Members.

5.5 Council shall, unless otherwise resolved by the Members, consist of not less than three nor more than 15 persons, including any co-opted Trustees pursuant to Article 5.7.

5.6 A Trustee may not act as a Trustee unless he or she:

5.6.1 supports the Objects;

5.6.2 is a Member;

5.6.3 is over the age of 18; and

5.6.4 has signed a **written** declaration of willingness to act as a charity trustee of the Charity.

5.7 Subject to Article 5.5, Council may at any time appoint any individual who is eligible under Article 5.6 as a Trustee, either to fill a vacancy in their number, or up to two additional Trustees, but each such co-opted Trustee shall hold office only until the next **AGM** (and time spent serving as a co-opted Trustee shall not count towards the terms of office referred to in Article 5.9).

5.8 At each AGM, one third (or the number nearest one third) of the Trustees elected by Members shall retire, with those longest in office (since last standing for election or re-election) retiring first and the choice between any of equal service being made by drawing lots; provided that, where vacancies have arisen in Council since the last AGM, the number of those otherwise required to retire under this Article shall be reduced by the number of those vacancies.

- 5.9 Subject to Article 5.10, a Trustee may serve a maximum of nine years' continuous service. A Trustee who has completed nine years of continuous service will retire and will not be eligible to stand again for election as a Trustee until three years after his or her retirement.
- 5.10 Any Trustee who holds an **honorary office** as may be selected by Council from time to time, shall be eligible for re-election as a Trustee for up to nine years, in addition to the maximum service specified by Article 5.9, provided that in each case a majority of the other Trustees so agree and that any such additional period is only agreed in exceptional circumstances in the interests of the Charity and is subject to annual review by the other Trustees. For the purposes of this Article and Article 5.9, the Honorary Treasurer at the time of adoption of these Articles shall be deemed to have been appointed in 2002.
- 5.11 A Trustee's term of office as such automatically terminates if:
- 5.11.1 he or she dies;
  - 5.11.2 a registered medical practitioner gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three **months**;
  - 5.11.3 he or she is disqualified under the Charities Act from acting as a charity trustee (including by reason of being disqualified from acting as a company director under the Company Directors Disqualification Act 1986, equivalent legislation in Northern Ireland, the Insolvency Act 1986 or any equivalent successor legislation);
  - 5.11.4 he or she is interested in any contract between the Charity and any other party and fails to declare the interest in accordance with section 177 of the Companies Act (the duty to declare interests);
  - 5.11.5 he or she is absent from three consecutive Council meetings, unless a majority of the other Trustees consider it in the interests of the Charity to disapply this rule in any given case;
  - 5.11.6 he or she ceases to be a Member;
  - 5.11.7 he or she resigns by written notice to Council (but only if at least two Trustees will remain in office);
  - 5.11.8 he or she acts or fails to act in such a way (whether in relation to the Charity or otherwise) that, in the opinion of three-quarters of the other Trustees (having considered any representations of the Trustee involved) means:
    - (a) the Trustee has failed to discharge his or her responsibilities to the Charity with such level of trust, integrity and competence as adequately meets the requirements of a Trustee; or
    - (b) the Trustee has brought the Charity into disrepute; or
    - (c) there does not exist the level of trust and confidence in the Trustee which is reasonably to be expected of a Trustee; or
  - 5.11.9 he or she is removed by **ordinary resolution** of the Members at a general meeting called on special notice under the Companies Act, after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views. If a Trustee is so removed, the Members may appoint a replacement Trustee by ordinary resolution at the same meeting.
- 5.12 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 5.13 In this Article 5 'year' means the period between one AGM and the next.

## **6 COUNCIL MEETINGS**

- 6.1 Council must hold at least three meetings each year.
- 6.2 Any two or more Trustees may at any time call a Council meeting (and the **Secretary** shall call a Council meeting on the request of any two or more Trustees).
- 6.3 Reasonable notice of every Council meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.
- 6.4 A Council meeting at which a quorum is present may exercise all the powers exercisable by Council. A quorum at a Council meeting is at least three, or such other number as Council resolves, excluding any **Conflicted Trustee** who has not been authorised to participate in discussions or a vote under Article 8.4. If the number of Trustees falls below three in number, the remaining Trustees may meet and continue to act, but only for the purposes of exercising Council's power to co-opt additional Trustees under Article 5.7 or calling a Members' meeting for the purposes of electing Trustees.
- 6.5 A Council meeting may be held either in person or by suitable **electronic means** agreed by Council in which all participants may communicate simultaneously with all the other participants.
- 6.6 The **Chair** or (if the Chair is unable or unwilling to do so), the Vice Chair or other Trustee chosen by the Trustees present presides at each meeting.
- 6.7 Any issue may be determined by a simple majority of the votes cast at a meeting. In the case of an equality of votes, the Chair (or Vice Chair or other Trustee chosen by the Trustees to preside at the meeting in accordance with Article 6.6) has a casting vote. A **resolution in writing** or in electronic form agreed by 75% of the Trustees, or a committee of them, entitled to receive notice of a meeting and to vote upon the resolution (other than any Conflicted Trustee who has not been authorised to participate in discussions or vote under Article 8.4) is as valid and effective as a resolution passed at a meeting duly convened and held, provided that:
- 6.7.1 a copy of the resolution is sent or submitted to all the Trustees eligible to vote; and
- 6.7.2 75% of all of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received by the Secretary at the Charity's registered office or such other person and/or place as the proposed resolution specifies within the period of 28 days beginning with the circulation date.
- 6.8 A resolution in writing may comprise several documents containing the text of the resolution in like form, to each of which one or more Trustees has signified their agreement.
- 6.9 A procedural defect of which Council is unaware at the time does not invalidate decisions taken at a meeting or otherwise under Article 6.7.

## **7 COUNCIL'S POWERS**

In addition to the general power at Article 5.1, Council has the following powers in the administration of the Charity in its capacity as the board of Trustees:

- 7.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act;
- 7.2 to appoint (and remove) a Chair, Vice Chair, Treasurer and other honorary office holders from among their number and on such terms as Council shall specify;
- 7.3 to appoint (and remove) a President, Patrons and such other honorary positions on such terms as Council shall specify;

- 7.4 to invite observers to attend meetings of Council, and to pay their reasonable expenses out of the Charity's funds. For the avoidance of doubt, such observers shall not be Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when Council votes on any matter; such observers do not include employees of the Charity, whom Council may invite and permit to remain in the meeting as it sees fit;
- 7.5 to delegate within written terms of reference any of their functions to sub committees of Council, consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to Council;
- 7.6 to form or reorganise any branch, branches or the branch structure of the Charity in designated geographical areas or topics of special interest and to delegate such authority and on such written terms of reference for the governance of branches by branch committees (including for the election of branch committee members) as Council sees fit, providing that the activities of all branches are promptly reported to Council, and to close any branch at its discretion;
- 7.7 to make rules consistent with the Articles and the Companies Act to govern proceedings at general meetings, including for the election of Trustees by Members in accordance with Articles 5.2 and 5.3 and for the balloting of Members on other matters as Council sees fit;
- 7.8 to make rules consistent with the Articles and the Companies Act to govern Council proceedings and proceedings of committees;
- 7.9 to make rules consistent with the Articles and the Companies Act to govern the administration of the Charity, including such authorisation and delegation of duties to employees of the Charity and others as Council sees fit;
- 7.10 to establish procedures to assist the resolution of disputes or differences within the Charity; and
- 7.11 to exercise any powers of the Charity which are not reserved to the Members.

## **8 BENEFITS AND CONFLICTS**

- 8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:
  - 8.1.1 with the prior written approval of the Commission, reasonable and proper remuneration may be paid to any Trustee (or any **firm** or society of which a Trustee is a member or employee) for the supply of goods or services actually required by the Charity provided that the matter and the nature and level of the remuneration is determined in accordance with Article 8.3 and that at no time shall more than one third of the Trustees benefit under this provision;
  - 8.1.2 reasonable and proper remuneration may be paid to any officer or servant of the Charity other than Trustees or to any members of the Charity in return for any services actually rendered to the Charity; and
  - 8.1.3 interest may be paid to any member or Trustee at a reasonable rate on money lent to the Charity or reasonable and proper rent may be paid for premises leased or let by any Member or Trustee of the Charity.
- 8.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
  - 8.2.1 the benefit of **indemnity insurance** as permitted by the Charities Act
  - 8.2.2 as provided for in Articles 8.1.1 and 8.1.3
  - 8.2.3 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;

- 8.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - 8.2.5 payment to any company in which a Trustee has no more than a one per cent shareholding; and
  - 8.2.6 in exceptional circumstances, other payments or benefits with the prior written consent of the Commission.
- 8.3 A Conflicted Trustee, or any Trustee having a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, must:
- 8.3.1 declare his or her interest when, or before, discussion begins on the matter;
  - 8.3.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
  - 8.3.3 not be counted in the quorum for that part of the meeting; and
  - 8.3.4 withdraw during the vote and have no vote on the matter.
- 8.4 If a conflict of interest arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in these Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:
- 8.4.1 the Conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
  - 8.4.2 the Conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting;
  - 8.4.3 the unconflicted Trustees consider it is in the interest of the charity to authorise the conflict of interest in the circumstances applying.
- 8.5 This Article 8 may be amended (by **special resolution**) but, if the result would be to authorise a benefit to a Trustee, Member or **Connected Person** which was not previously authorised under the Articles or by law, only with the prior written consent of the Commission.

## 9 RECORDS AND ACCOUNTS

- 9.1 The Council must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- 9.1.1 annual returns;
  - 9.1.2 annual reports; and
  - 9.1.3 annual statements of account.
- 9.2 The Council must also keep records of:
- 9.2.1 all proceedings at meetings of Council;
  - 9.2.2 all resolutions in writing;
  - 9.2.3 all reports of all sub committees of Council; and
  - 9.2.4 all professional advice obtained.
- 9.3 Auditors, if required, shall be appointed and assisted in accordance with the Companies Act.

- 9.4 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if Council so decides.
- 9.5 A summary of the Charity's latest available statement of account shall be supplied to every Member each year, provided that it shall not be necessary to supply a copy to any Member of whose address the Charity is unaware nor shall it be necessary to send more than one copy to Members sharing joint Membership. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

## **10 MEMBERSHIP**

- 10.1 The Charity must maintain a register of Members.
- 10.2 Membership is open to any person (including corporations) interested in furthering the Objects who is approved by Council or such parties to whom it delegates authority for this purpose (in each case at its sole discretion) and who indicates their willingness to act as a Member.
- 10.3 The form and procedure for applying for Membership is to be prescribed by the Council.
- 10.4 Membership is not transferable.
- 10.5 Membership is terminated if the Member concerned:
- 10.5.1 gives written notice of resignation to the Charity;
  - 10.5.2 dies;
  - 10.5.3 is four months in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated on payment of the amount due); or
  - 10.5.4 is removed from Membership by resolution of two-thirds of the members of the Council present at a meeting and voting, but only after giving the Member reasonable notice in writing and a reasonable opportunity to make representations in his or her defence.
- 10.6 Council may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

## **11 GENERAL MEETINGS**

- 11.1 Members are entitled to attend general meetings in person or by proxy (or authorised representative in the case of a corporate Member) but only if the appointment of a proxy (or authorised representative) is in writing and notified to the Charity up to 48 hours before the commencement of the meeting (and in the Articles, 'present in person or by proxy' shall include authorised representatives).
- 11.2 All general meetings are to be called on at least 14 **clear days**' written notice setting out the business to be discussed and the terms of proposed special resolutions, provided that a general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 90% of the total voting rights at a meeting of all the Members.
- 11.3 A general meeting may be called by Council at any time and must be called within 21 days of a written request from Members, who in aggregate represent at least 5% of all the Members having a right to vote at general meetings.
- 11.4 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least twenty.



- 11.5 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such other date, time and place as Council may determine, and, if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be deemed to be a quorum.
- 11.6 The Chair shall act as chair of a general meeting. If the Chair is unwilling or unable to act as chair then the Vice Chair shall act and if he or she is unwilling or unable to act, the Members present in person or by proxy shall elect a chair for the meeting from among their number, provided that the chair of the meeting must be a Member in his or her own right.
- 11.7 The Chair, or other person chairing the meeting in accordance with Article 11.6, may with the consent of the meeting, and shall if so directed by the meeting, adjourn the meeting to such other date, time and place as he or she may determine. No business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as for the original meeting. For shorter adjournments the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
- 11.8 Except where otherwise provided by the Articles or the Companies Act, every decision at a general meeting shall be made by ordinary resolution.
- 11.9 Every Member present in person or by proxy at a general meeting has one vote on each resolution, provided he or she has paid all monies payable to the Charity. In the case of joint Membership, the joint Members may designate one of them to vote, provided such designation is notified to the Charity 48 hours before the time appointed for the meeting, and otherwise the designated voter shall be determined by alphabetic order.
- 11.10 A resolution put to a vote shall be decided on a show of hands unless a poll is demanded before or on the declaration of the result of the show of hands:
- 11.10.1 by the chair of the meeting;
- 11.10.2 by at least five Members present in person or by proxy; or
- 11.10.3 by Members present representing at least 10% of the total voting rights of those entitled to vote at the meeting
- A poll shall take place in such manner as the chair of the meeting directs. Unless a poll is demanded, a declaration by the chair of the meeting that a particular resolution has been carried or lost on a show of hands and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact.
- 11.11 An **ordinary resolution** to be proposed at a general meeting may be amended by ordinary resolution if:
- 11.11.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and
- 11.11.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 11.12 A **special resolution** to be proposed at a general meeting may be amended by ordinary resolution, if:
- 11.12.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

- 11.12.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 11.13 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is not in order, the chair's error does not invalidate the vote on that resolution.
- 11.14 The Charity must hold an AGM in every year and each AGM must be held within 15 months of the last AGM.
- 11.15 Members must annually, at or before the AGM in that year:
  - 11.15.1 receive the accounts of the Charity for the previous **financial year**;
  - 11.15.2 receive a written report on the Charity's activities;
  - 11.15.3 be informed of the retirement of those Trustees who wish to retire [or who are retiring by rotation];
  - 11.15.4 elect Trustees to fill the vacancies arising; and
  - 11.15.5 appoint (as necessary) independent examiners, reporting accountants or auditors for the Charity

provided that the accounts of the Charity for the previous financial year and the written report on the Charity's activities (referred to at Articles 11.15.1 and 11.15.2 respectively) must be sent to Members at least 14 days before the AGM.
- 11.16 Members may also from time to time discuss and determine any issues of policy or deal with any other business put before them by Council.
- 11.17 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or by written resolution.

## **12 LIMITED LIABILITY**

The liability of Members is limited.

## **13 GUARANTEE**

Every Member promises, if the Charity is dissolved while he or she remains a Member or within one year after he or she ceases to be a Member, to pay up to £1 towards:

- 13.1 payment of those debts and liabilities of the Charity incurred before he or she ceased to be a Member;
- 13.2 payment of the costs, charges and expenses of the winding-up of the Charity; and
- 13.3 the adjustment of rights of contributors among themselves.

## **14 COMMUNICATIONS**

- 14.1 Notices and other documents to be supplied to Members or Trustees under the Articles or the Companies Act may be supplied:
  - 14.1.1 by hand;
  - 14.1.2 by post;
  - 14.1.3 by electronic means, subject to the Member's consent; or
  - 14.1.4 on the Charity's website, subject to the Member's consent.
- 14.2 The only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.

- 14.3 Any notice or other document so served is to be treated for all purposes as having been received:
- 14.3.1 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
  - 14.3.2 two clear days after being sent by first class post to that address;
  - 14.3.3 three clear days after being sent by second class or overseas post to that address;
  - 14.3.4 immediately on being handed to the recipient personally; or, if earlier,
  - 14.3.5 as soon as the recipient acknowledges actual receipt.
- 14.4 A technical defect in service of which Council is unaware at the time does not invalidate a decision taken.

## **15 EXCLUSION OF MODEL ARTICLES**

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008) are expressly excluded.

## **16 INDEMNITY**

- 16.1 The Charity shall indemnify every Trustee or former Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.
- 16.2 The Charity may indemnify an auditor against any liability incurred by him or her:
- 16.2.1 in defending proceedings (whether civil or criminal) in which judgment is given in his or her favour or he or she is acquitted; or
  - 16.2.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her by the Court.

## **17 DISSOLUTION**

- 17.1 If upon the winding up or dissolution of the Charity there remains after the satisfaction of all its debts and liabilities any assets whatsoever the same shall not be paid to or distributed among the Members of the Charity but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Charity and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Charity under or by virtue of Article 8 hereof such institution or institutions to be determined by the Members of the Charity at or before the time of dissolution and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.
- 17.2 Article 17.1 may only be amended (by special resolution) with the prior written consent of the Commission.

## **18 INTERPRETATION**

- 18.1 In the Articles, unless the context indicates another meaning:

**'AGM'** means an annual general meeting of the Charity;

**'Articles'** means the Charity's articles of association and 'Article' refers to a particular article of them;

<b>‘Chair’</b>	means the chair of Council;
<b>‘charitable’</b>	means charitable in accordance with the law of England and Wales provided it does not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 or successor legislation and equivalent provisions in the law of Northern Ireland.
<b>‘the Charities Act’</b>	means the Charities Acts 1992 to 2011 and any equivalent successor legislation;
<b>‘Charity’</b>	means the company governed by the Articles;
<b>‘charity trustee’</b>	has the meaning prescribed by the Charities Act;
<b>‘clear day’</b>	does not include the day on which notice is given or the day of the meeting or other event;
<b>‘the Commission’</b>	means the Charity Commission for England and Wales or any body which replaces it;
<b>‘the Companies Act’</b>	means the Companies Act 2006 and any equivalent successor legislation;
<b>‘Conflicted Trustee’</b>	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
<b>‘Connected Person’</b>	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he or she may reasonably be regarded as benefiting directly or indirectly from any <b>material benefit</b> received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than one per cent of the voting rights;
<b>‘Council’</b>	Refers collectively to the Trustees of the Charity from time to time, as set out in Article 5;
<b>‘custodian’</b>	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
<b>‘electronic means’</b>	refers to electronic communications addressed to specified individuals including by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
<b>‘financial expert’</b>	means an individual, company or firm who is authorised to give

	investment advice under the Financial Services and Markets Act 2000 and any equivalent successor legislation;
<b>‘financial year’</b>	means the Charity’s financial year;
<b>‘firm’</b>	includes a limited liability partnership;
<b>‘honorary office’</b>	Means the Chair, Vice Chair, Treasurer and any other honorary roles as Council may specify from time to time;
<b>‘indemnity insurance’</b>	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
<b>‘material benefit’</b>	means a benefit, direct or indirect, which may not be financial but has a monetary value;
<b>‘Member’ and ‘Membership’</b>	Membership of the Charity;
<b>‘month’</b>	means calendar month;
<b>‘nominee company’</b>	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
<b>‘Objects’</b>	means the objects of the Charity as set out in Article 3;
<b>‘ordinary resolution’</b>	means a resolution agreed by a simple majority of the Members present in person or by proxy and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;
<b>‘resolution in writing’</b>	means a written resolution of the Trustees;
<b>‘Secretary’</b>	means the secretary of the Charity, appointed by Council pursuant to Article 7.1 to provide company secretarial services to the Charity in accordance with the Companies Act;
<b>‘special resolution’</b>	means a resolution agreed by a 75% majority of the Members present in person or by proxy and voting at a general meeting, provided that the text of the special resolution has been included in the notice of the general meeting, or in the case of a written resolution by Members who together hold 75% of the voting power;
<b>‘taxable trading’</b>	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

<b>'Trustee'</b>	means a director of the Charity and member of the Council (but where a Trustee is a corporate body 'Trustee' includes where appropriate the authorised representative of the Trustee);
<b>'written' or 'in writing'</b>	refers to a legible document on paper or a document sent by electronic means which is capable of being printed on paper;
<b>'written resolution'</b>	refers to an ordinary or a special resolution which is in writing; and
<b>'year'</b>	means calendar year, subject to Article 5.13.

- 18.2 Expressions not otherwise defined which are defined in the Companies Act have the same meaning as therein.
- 18.3 References to an Act of Parliament are to it as amended or re-enacted from time to time and to any subordinate legislation made under it.