



Company No. 04343625

**The Companies Acts 2006**  
**Company not having a Share Capital**

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**ARTICLES OF ASSOCIATION**

**of**

**OXFORDSHIRE MIND**

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**1 Name**

The Charity's name is Oxfordshire Mind (**Charity**).

**2 Interpretation**

In the Articles:

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

**Articles** means the Charity's articles of association

**Charity** has the meaning given in article 1

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

- (a) the day when the notice is given or deemed to be given and
- (b) the day for which it is given or on which it is to take effect

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

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

**Connected Person** means:

- (i) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (ii) the spouse or civil partner of the Trustee or of any person falling within sub-paragraph (i) above;
- (iii) a person carrying on business in partnership with the Trustee or with any person falling within sub-paragraphs (i) and (ii) above;

- (iv) an institution which is controlled:
  - (A) by the Trustee or any connected person falling within sub-paragraphs (i), (ii) or (iii) above; or
  - (B) by two or more persons falling within sub-paragraph (iv)(A) above, when taken together;
- (v) a body corporate in which:
  - (A) the Trustee or any connected person falling within sub-paragraphs (i), (ii) and (iii) has a substantial interest; or
  - (B) two or more persons falling within sub-paragraph (v)(A) above who, when taken together, have a substantial interest.
  - (C) Sections 350 to 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this definition.

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

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

**material benefit** means a benefit which may not be financial but has a monetary value

**memorandum** means the Charity's memorandum of association

**Mind** means Mind (The National Association For Mental Health) registered with the Charity Commission for England and Wales (number 219830) and registered with Companies House as a private company limited by guarantee without share capital (number 00424348)

**Objects** has the meaning given in article 4

**President** means any individual from time to time to whom such honorary title is conferred in accordance with article 9.1(g)

**Personal Interest** means a personal interest of a Trustee in a decision in relation to which he or a relative or any firm, company or organisation of which he is a member or employee (his **Associates**) may receive or lose a benefit, or in relation to which the nature or quantity of the benefit may be changed as a result of the decision (a benefit may be a service, a payment of any kind, a facility, etc.). A personal interest is said to be direct if it results in the Trustee or his Associate receiving a benefit not shared with other beneficiaries. Other personal interests are indirect.

**seal** means the common seal of the Charity if it has one

**Treasurer** means the treasurer of the Charity

**Trustees** means the trustees of the Charity as defined under section 177 of the Charities Act 2011 and each trustee must also be a director of the Charity

**User Trustee** means a Trustee who uses or benefits from the Charity's services or facilities, whether provided by the Charity on a voluntary basis or as a contractual service

**Vice President** means any individual from time to time to whom such honorary title is conferred in accordance with article 9.1(g)

- 2.1 Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 2.2 Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Charity.
- 2.3 Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force

### **3 Liability of members**

- 3.1 The liability of the members is limited to a sum not exceeding £1, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:
- (a) payment of the Charity's debts and liabilities incurred before he, she or it ceases to be a member;
  - (b) payment of the costs, charges and expenses of winding up; and
  - (c) adjustment of the rights of the contributories among themselves.

### **4 Objects**

The objects of the Charity are to promote the preservation of mental well-being and to assist in relieving and rehabilitating persons suffering from mental disorder or conditions of emotional or mental distress requiring advice or treatment, in association with Mind in accordance with the aims and objectives of Mind (**Objects**).

### **5 Powers**

- 5.1 The Charity has power to do anything which is calculated to further its Object(s) or is conducive or incidental to doing so. In particular, the Charity has power:
- (a) to raise funds. In doing so, the Charity must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
  - (b) to accept any payments including subscriptions, donations, grants and other receipts;
  - (c) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
  - (d) to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 117 and 122 of the Charities Act 2011;
  - (e) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Charity must comply as appropriate with sections 124 - 126 of the Charities Act 2011 if it wishes to mortgage land;

- (f) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- (g) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- (h) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other Charity;
- (i) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- (j) to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Trustee only to the extent it is permitted to do so by the Articles;
- (k) to deposit or invest funds in any manner but, save for common investment funds, to invest only after obtaining advice from a financial expert, unless the Trustees reasonably conclude that it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification;
- (l) to delegate the management of investments to a financial expert or fund manager but only on terms that:
  - (i) the investment policy is set down in writing for the financial expert by the Trustees;
  - (ii) every transaction is reported promptly to the Trustees;
  - (iii) the performance of the investments is reviewed regularly with the Trustees;
  - (iv) the Trustees are entitled to cancel the delegation arrangement at any time;
  - (v) the investment policy and the delegation arrangement are reviewed at least once a year; and
  - (vi) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
- (m) to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required;
- (n) to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- (o) to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011; and
- (p) to do anything else within the law which promotes or helps to promote the Objects including, but not limited to, to promote or carry out research, provide advice, publish or distribute information.

## **6 Benefits to members and Trustees**

- 6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but:
- (a) members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
  - (b) members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
  - (c) individual members and Trustees who are beneficiaries may receive charitable benefits in that capacity subject to the provisions of clause 6.4.
- 6.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- (a) as mentioned in clauses 5.1(o), 6.1(a), 6.1(b), 6.3 or 6.4;
  - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel) actually incurred in running the Charity including any expenses incurred in attending general meetings or Trustee meetings, provided that the Treasurer is entitled to call for and be satisfied as to such evidence of actual expenditure as is reasonable in the circumstances;
  - (c) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - (d) payment to any company in which a Trustee has no more than a 1 per cent shareholding; and
  - (e) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 6.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:
- (a) the goods or services are actually required by the Charity;
  - (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 6.4; and
  - (c) no more than one half of the Trustees are subject to such a contract in any financial year.
- 6.4 Whenever a Trustee has a Personal Interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
- (a) declare an interest before discussion begins on the matter and, if a User Trustee, declare whether such interest is direct or indirect;
  - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information or unless a majority of the Trustees agree that the interests of a User Trustee are indirect and that the User Trustee affected may remain;
  - (c) not be counted in the quorum for that part of the meeting, unless a majority of the Trustees agree that a User Trustee is indirectly affected and may be counted in the quorum; and

- (d) withdraw during the vote and have no vote on the matter, unless a majority of the Trustees agree that a User Trustee is indirectly affected and may vote on the matter.

6.5 This clause may not be amended without the prior written consent of the Commission.

## **7 Conflicts of interests and conflicts of loyalties**

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

- (a) 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;
- (b) the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
- (c) the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.

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

## **8 Members**

8.1 The subscribers to the memorandum of the Charity are the first members of the Charity.

8.2 Members shall automatically be the persons appointed from time to time as the Trustees.

8.3 A member shall cease to be a member automatically upon ceasing to be a Trustee.

## **9 General meetings**

9.1 The Charity must hold an annual general meeting every year. At each annual general meeting, the members:

- (a) receive the accounts of the Charity for the previous financial year;
- (b) receive the Trustees' report on the Charity's activities since the previous annual general meeting;
- (c) accept the retirement of the Trustees who wish to retire or who are retiring by rotation;
- (d) elect persons to be Trustees to fill the vacancies arising;
- (e) elect from among the Trustees at least two principal officers, namely: (i) the chair, and (ii) a Treasurer, together with such other officers as the members think fit;
- (f) appoint auditors of the Charity;
- (g) confer, if deemed appropriate, on any individual (subject to his or her consent) the honorary title of President and/or Vice President of the Charity; and

- (h) discuss and determine any issues of policy or deal with any other business put before them.

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

9.3 Notices on any motions to be discussed at any annual general meeting or general meeting must be sent to the secretary or, if no secretary is in office, to the chair, at least one week before the date of the meeting.

9.4 A duly authorised representative of Mind shall, notwithstanding that he or she is not a member of the Charity, be entitled to attend and speak at a general meeting.

## **10 Notice of general meetings**

10.1 The minimum periods of notice required to hold a general meeting of the Charity are:

- (a) twenty-one clear days for an annual general meeting or a general meeting called for the passing of a special resolution; or
- (b) fourteen clear days for all other general meetings.

10.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.

10.3 The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and article 14.

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

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

## **11 Proceedings at general meetings**

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

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

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

11.4 If:

- (a) a quorum is not present within half an hour from the time appointed for the meeting; or
- (b) during a meeting a quorum ceases to be present,

the meeting shall be adjourned to such time and place as the chair shall determine. The chair must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.



11.5 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.

## **12 Chair of general meetings**

12.1 The chair or (if the chair is unable or unwilling to do so) the vice chair presides at a general meeting. If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting. If there is only one Trustee present and willing to act, he or she shall chair the meeting.

12.2 If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.

## **13 Adjournment of general meetings**

13.1 The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.

13.2 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.

13.3 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

13.4 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

## **14 Content of proxy notices**

14.1 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which:

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
- (d) is delivered to the Charity in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

14.2 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

14.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

14.4 Unless a proxy notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## **15 Delivery of proxy notices**

- 15.1 A person who is entitled to attend, speak or vote at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 15.2 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 15.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 15.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **16 Written resolutions**

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

## **17 Votes of members**

- 17.1 Except for the chair of the meeting, who shall have a second or casting vote, every member, whether an individual or an organisation, shall have one vote.
- 17.2 Any vote at a meeting shall be decided by a show of hands.
- 17.3 Except where otherwise provided by the Act, every issue is decided by a simple majority of the votes cast.
- 17.4 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- 17.5 Any organisation that is a member of the Charity may nominate any person to act as its representative at any meeting of the Charity.

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

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

## **18 Trustees**

18.1 The board shall comprise a minimum of 3 (three) Trustees and a maximum of 15 (fifteen) Trustees.

18.2 The first Trustees shall be those persons notified to Companies House as the first Trustees of the Charity.

18.3 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next annual general meeting.

18.4 Every Trustee must sign a declaration of willingness to act as a Trustee and director before he or she is eligible to vote at any meeting of the Trustees.

18.5 No person may be appointed as a Trustee:

- (a) unless he or she has attained the age of 18 years, or
- (b) in circumstances such that, had he or she already been such a member, he or she would have been disqualified from acting under the provisions of article 22.

## **19 Powers of Trustees**

19.1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution, including, but not limited to:

- (a) to appoint (and remove) any person (who may be a Trustee) to act as secretary to the Charity in accordance with the Companies Acts;
- (b) to delegate any of their functions to the chief executive, senior management team, officers, and committees of Trustees;
- (c) to make rules consistent with these Articles and the Companies Acts to govern proceedings at their meetings and at meetings of committees of Trustees;
- (d) to make regulations consistent with these Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any);
- (e) to establish procedures to assist the resolution of disputes within the Charity; and
- (f) to exercise any powers of the Charity which are not reserved to a general meeting.

- 19.2 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- 19.3 Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

## **20 Retirement of Trustees**

- 20.1 One third (or the number nearest one third) of the Trustees must retire at each annual general meeting, those longest in office retiring first and the choice between any of equal service being made by drawing lots. A retiring Trustee may immediately put himself forward for reappointment.
- 20.2 No Trustee shall serve for more than three consecutive years, unless the Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve beyond that period and that Trustee is reappointed in accordance with the articles.

## **21 Appointment of Trustees**

- 21.1 The Charity may by ordinary resolution appoint a person who is willing to act to be a Trustee.
- 21.2 The Trustees may appoint a person who is willing to act to be a Trustee.
- 21.3 No person other than a Trustee retiring by rotation may be appointed a Trustee at any general meeting unless:
- (a) he or she is recommended for re-election by the Trustees; or
  - (b) not less than fourteen nor more than thirty-five clear days before the date of the meeting, the Charity is given a notice that:
    - (i) is signed by a member entitled to vote at the meeting;
    - (ii) states the member's intention to propose the appointment of a person as a Trustee;
    - (iii) contains the details that, if the person were to be appointed, the Charity would have to file at Companies House; and
    - (iv) is signed by the person who is to be proposed to show his or her willingness to be appointed.
- 21.4 All members who are entitled to receive notice of a general meeting must be given not less than seven nor more than twenty-eight clear days' notice of any resolution to be put to the meeting to appoint a Trustee other than a Trustee who is to retire by rotation.
- 21.5 The appointment of a Trustee, whether by the Charity in general meeting or by the other Trustees, must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.
- 21.6 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.

## 22 Disqualification and removal of Trustees

A Trustee shall cease to hold office if he or she:

- (a) ceases to be a Trustee by virtue of any provision in the Companies Acts or is prohibited by law from being a Trustee;
- (b) is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions);
- (c) ceases to be a member of the Charity (but, subject to any restriction contained herein or pursuant to applicable law, such person may be reinstated by resolution passed by all other Trustees on resuming membership of the Charity before the next annual general meeting);
- (d) in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- (e) resigns as a Trustee by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);
- (f) is absent from four consecutive meetings of the Trustees without apology and the Trustees resolve that his or her office be vacated; or
- (g) is removed by resolution of the Trustees after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

## 23 Proceedings of Trustees

- 23.1 The Trustees may regulate their proceedings as they think fit, subject to the provisions of the Articles.
- 23.2 The Trustees must hold at least four meetings each year.
- 23.3 Any Trustee may call a meeting of the Trustees.
- 23.4 Questions arising at a meeting shall be decided by a majority of votes.
- 23.5 Each Trustee has one vote on each issue. In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.
- 23.6 A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.
- 23.7 No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made. **Present** includes being present by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants.
- 23.8 The quorum shall be three or the number nearest to one-third of the total number of Trustees, whichever is the greater, or such larger number as may be decided from time to time by the Trustees.

- 23.9 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 23.10 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 23.11 The Trustees shall appoint a Trustee to chair their meetings and may at any time revoke such appointment.
- 23.12 The chair or (if the chair is unable or unwilling to do so) the vice chair presides the meetings of the Trustees. If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting the Trustees present may appoint one of their number to chair that meeting.
- 23.13 The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by the Articles or delegated to him or her by the Trustees.
- 23.14 A resolution in writing or in electronic form agreed by all of the Trustees entitled to receive notice of a meeting of the Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held.
- 23.15 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.
- 23.16 A procedural defect which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **24 Validity of Trustees' decisions**

- 24.1 Subject to article 24.2, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:
- (a) who was disqualified from holding office;
  - (b) who had previously retired or who had been obliged by the Articles to vacate office;
  - (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if without:

- (a) the vote of that Trustee; and
- (b) that Trustee being counted in the quorum;

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

- 24.2 Article 24.1 does not permit a Trustee or a Connected Person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for article 24.1, the resolution would have been void, or if the Trustee has not complied with article 6.1.

## **25 Minutes**

The Trustees must keep minutes of all:

- (a) appointments of Trustees;
- (b) proceedings at meetings of the Charity;
- (c) meetings of the Trustees and committees of Trustees including:
  - (i) the names of the Trustees present at the meeting;
  - (ii) the decisions made at the meetings; and
  - (iii) where appropriate the reasons for the decisions.

## **26 Accounts**

- 26.1 The Trustees must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- 26.2 The Trustees must keep accounting records as required by the Companies Act.
- 26.3 Accounting records must be made available for inspection by any Trustee at any reasonable time during normal office hours.
- 26.4 The Trustees must keep proper records of all professional advice obtained by the Charity.

## **27 Annual Report and Return and Register of Charities**

- 27.1 The Trustees must comply with the requirements of the Charities Act 2011 with regard to the:
- (a) transmission of a copy of the statements of account to the Commission;
  - (b) preparation of an annual report and the transmission of a copy of it to the Commission;
  - (c) preparation of an annual return and its transmission to the Commission.
- 27.2 The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

## **28 Means of communication to be used**

- 28.1 Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of the Companies Act to be sent or supplied by or to the Charity.
- 28.2 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 29 Any notice to be given to or by any person pursuant to the Articles:
- (a) must be in writing; or
  - (b) must be given in electronic form.

- 29.2 The Charity may give any notice to a member either:
- (a) personally; or
  - (b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or
  - (c) by leaving it at the address of the member; or
  - (d) by giving it in electronic form to the member's address.
  - (e) by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.
- 29.3 A member who does not register an address with the Charity shall not be entitled to receive any notice from the Charity.
- 29.4 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 29.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 29.6 Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
- 29.7 Notice shall be deemed to be given:
- (a) 48 hours after the envelope containing it was posted, if sent by first class post;
  - (b) 72 hours after the envelope containing it was posted, if sent by second class or overseas post or pre-paid airmail;
  - (c) in the case of an electronic form of communication, 48 hours after it was sent; or
  - (d) in the case of a document or information sent or supplied by means of a website, when the material was first made available on the website.
- 29.8 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

### **30 Indemnity**

- 30.1 The Charity may indemnify a relevant Trustee against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.
- 30.2 In this article a **relevant** Trustee means any Trustee or former Trustee of the Charity.

### **31 Disputes**

If a dispute arises between members of the Charity about the validity or propriety of anything done by the members of the Charity under these Articles, and the dispute cannot be resolved



by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

## **32 Dissolution**

32.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects, as shall be determined by the Trustees;
- (b) directly for the Objects or charitable purposes within or similar to the Objects; or
- (c) in such other manner consistent with charitable status as the Commission approve in writing in advance.

32.2 A final report and statement of account must be sent to the Commission.

32.3 As regards any funds or property held upon charitable trusts administered by the Trustees then upon the winding up or dissolution of the Charity those funds and property shall be dealt with and applied in such manner and for such charitable purposes as the High Court of Justice, Chancery Division or the Charity Commissioners for England and Wales shall determine and direct.